

SUMMARY OF KEY CHANGES

AMA VICTORIA – VICTORIAN PUBLIC HEALTH SECTOR – MEDICAL SPECIALISTS 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
Definition – Executive Specialist	3.1(k)	The limitation on Executive Specialist only being utilised in major teaching Health Services has been removed. The definition of Executive Specialist otherwise remains unchanged.
Saving of Local Agreements	7	<p>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) to be conducted by the parties.</p> <p>Subject to the requirements of the Fair Work Act, the intent is 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.</p>
Consultation	9	<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>This 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 Agreement provides both Employers and Employees with a structured process to follow with indicative timeframes.</p>

		There is also provision for consultation on roster changes, which is a requirement of the National Employment Standards (NES).
Redundancy	10	<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 c) Salary maintenance for 52 weeks d) Relocation – including defining reasonable relocation distances e) Retraining, and e) Termination of employment due to redundancy.
Dispute Resolution	11	<p>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). This clause provides a common approach for the resolution of disputes and grievances across employee cohorts.</p> <p>The clause also provides that 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 order of the FWC under the clause will be to restore all rights and entitlements which would have prevailed if the breach had not occurred.</p>
Discipline	12	<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 Agreement expands on the existing performance management 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 not affected by an employee being dismissed for serious and wilful misconduct.</p>
Internal Training	13	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.
Flexible Working Arrangements	14	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)

		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.
Individual Flexibility Arrangements	15	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.
Fixed Term Employment	16.4	While not disrupting existing fixed term or maximum term contracts that exist at the commencement date of this Agreement; a new clause has been inserted that provides that fixed term or maximum term contracts can only be used to meet genuine fixed term needs.
Rights of Private Practice Administration	17	A new clause has been inserted that facilitates the obligations of a Health Service and Doctor where a Doctor engages the Health Service as agent to bill his or her private patients.
Clinical Support Time	18	Details 20% Clinical Support Time (or Specialists College guidelines) whilst maintaining that the actual quantum of Clinical Support Time allocated to an individual Doctor is to be agreed locally between the Doctor and the Health Service. The new clause also better prescribes what meets the definition of Clinical Support Duties, provides that Unit Heads will be provided with a minimum 50% clinical support time and allows for Doctors within a unit (other than a Unit Head) to agree to pool up to half their clinical support time for use by other Doctors in the Unit.
Roster design – safe hours of work	20	A clause has been inserted dealing with arranging hours in way that does not cause an excessive or unsafe work pattern to exist.
Workload Management and Review	21	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 and the ability for disputes about whether a workload is safe to be dealt with via Clause 11 – Dispute Resolution.
Transition to Retirement	22	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.
Hours of Work (Full time Doctors)	28	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. Additionally, the Agreement provides that where a Doctor has sought an amendment to the agreed Hours of Work arrangements and has done so in writing, the Doctor must be provided with a response in writing by the Health Service.
Hours of Work (Fractional Doctors)	29	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.
Remuneration and Remuneration Increases	31	<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 in 2018, 2019, 20220 and 2021. It also provides for an additional increase of 6% will be added to the first increase in weekly rates of pay (1 January 2018).</p> <p>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 per annum (pro-rata based on a fractional allocation of hours) will be payable.</p>
Recovery of Overpayments	35	<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>
Shift Penalty Payments	36	<p>The shift penalty payments clause has been amended. Under the new clause, for ordinary hours worked between the following times will attract the applicable shift penalty payment (set out in Schedule B) which have been calculated on the following basis:</p> <p>Monday to Friday, between 6.00 pm and midnight = 25%</p> <p>Monday to Friday, between midnight and 7:00am the following day = 75%</p> <p>Saturday, between midnight and 7:00am (Sunday) = 75%</p> <p>Sunday, between midnight and 7:00am (Monday) = 100%</p> <p>Existing shift penalty payments not referred to above are unchanged.</p>
Continuing Medical Education Support	41	<p>In addition to the continued operation of existing arrangements for Continued Medical Education (CME) support, the clause has been changed in a number of respects.</p> <p>The clause now provides for reimbursement for CME related costs incurred for reasonable expenses linked to approved Sabbatical Leave and 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.</p>

		<p>Where the Doctor can establish (with evidence that satisfies a reasonable person) they are 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 to facilitate the costs of child care whilst undertaking a CME activity.</p> <p>The 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.</p> <p>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 and the determination of the outcome of the CME claim. If not rejected within 30 days the claim must be paid.</p> <p>Additionally, the 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 as such by the Health Service, may carry-over the unused component of their CME Support Entitlement into the next financial year, provided the Doctor has provided the Health Service with evidence that would satisfy a reasonable person.</p>
Breastfeeding	46	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.
Compassionate Leave	50	To comply with the National Employment Standards, this Agreement includes the term "permissible occasion" – utilised to capture what circumstances entitled a Doctor to access Compassionate Leave
Fitness for Work	51	<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>
Prenatal Leave	52	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.

Pre-adoption Leave	53	A new unpaid pre-adoption leave clause has been inserted entitling Doctors to unpaid leave for the purpose of attending any interviews or examinations necessary to the adoption procedure, subject to satisfactory evidence requirements.
Parental Leave	54	A common parental leave clause, modelled on similar clauses which have been inserted into other public-sector Agreements 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 various obligations that exist in relation to pregnancy and adoption.
Long Service Leave	55	The existing clause has been clarified to ensure service recognised 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 will be deemed continuous service for the purpose of calculating long service leave. Other changes include redrafting the clause to improve clarity whilst retaining existing long service leave entitlements.
Public Holidays	56	The existing public holidays clause has been amended in a number of ways. This 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). Other changes include additional provisions pertaining to the substitution of public holidays for Clinical Academics at Austin Health; Melbourne Health; Northern Hospital; and Western Health now expressed within the clause and substitution of religious public holidays.
Continuing Medical Education Leave	59	This clause has been changed to provide 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. Further, 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.
Family Violence Leave	60	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. 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.
Replacement of Doctors when on Leave	61	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.

Union Matters	62	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	A service delivery partnership plan clause has been inserted into this Agreement. 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.
Specialist Remuneration and Allowances	Schedule B	Schedule B contains Specialists Remuneration and Allowances 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
Manager Allowance Descriptors and Principles	Schedule E	While the value of the allowances are reserved for discussion through the Service Delivery Partnership Plan Working Group, Schedule E sets descriptors and principles to facilitate the development of a Managers Allowance structure.
List of Local Certified Agreements and Enterprise Agreements in operation immediately prior to 17 December 2013	Schedule F	The Agreement contains the list of the Local Certified Agreements and Enterprise Agreements in operation immediately prior to 17 December 2013 which will form the basis of the review of Pre Existing Entitlements under clause 7 (Saving of Local Agreements).