VHIA Members'guide to the *AMA Victoria - Victorian Public Health Sector Medical Specialists Enterprise Agreement 2013.*

The AMA Victoria - Victorian Public Health Sector Medical Specialists Enterprise Agreement 2013 (the Medical Specialists' Agreement) came into operative effect on **17 December 2013** and has a nominal expiry date of **30 March 2017**. Nothwithstanding the aforementioned nominal expiry date, the Medical Specialists' Agreement will remain in operation until it is replaced or terminated.

This guide to the Medical Specialists' Agreement is intended to provide additional information, context and guidance to members in the practical application of new or varied terms of employment for specialists, both full-time and fractional.

Health services are advised to use this guide with care as the comments and advice contained in this document are necessarily broad in many cases and cannot comprehend all of the local or individual circumstances and complexities that might apply in practice.

Disclaimers: This document is not the official version of the *Victorian Public Health Sector Medical Specialists Enterprise Agreement 2013*, although it incorporates all the terms of the the official version.

The VHIA's comments provided in the shaded text boxes that appear throughout this document represent the opinions of the VHIA and neither form part of the terms and conditions of employment for specialists. Nor do the VHIA's comments generally purport to reflect an agreed interpretation between the VHIA and the AMA, ASMOF or any other industrial or bargaining representative of the medical specialsists covered by the Agreement.

The VHIA's comments cannot be assumed to recognise or reflect terms that may have been agreed between the health service and a Specialist in local agreements and/or individual contracts. The VHIA takes no responsibility for disputes that might arise where a health service relies on the VHIA's comments and advice provided in this document to constrain or deny an entitlement or a right that is legally available to a Specialist without regard to locally and/or individually agreed terms outside or beyond those contained in the Medical Specialist's Agreement.

AMA VICTORIA - VICTORIAN PUBLIC HEALTH SECTOR MEDICAL SPECIALISTS ENTERPRISE AGREEMENT 2013

PART A – CLAUSES THAT APPLY TO ALL DOCTORS

DIVISION 1 – APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

1.1. This agreement will be known as the *AMA Victoria - Victorian Public Health Sector Medical Specialists Enterprise Agreement 2013*.

2. ARRANGEMENT

3. GENERAL DEFINITIONS & ABBREVIATIONS

3.1. **Act** unless otherwise specified means the *Fair Work Act 2009*, as amended or replaced from time to time.

3.2. **Agreement** means the *AMA Victoria - Victorian Public Health Sector Medical Specialists Enterprise Agreement 2013*, including all Schedules.

3.3. **Association** means: the Australian Medical Association (Victoria) Limited ("AMA") or the Australian Salaried Medical Officers Federation (Victoria Branch) ("ASMOF").

3.4. **ATO** means Australian Taxation Office.

3.5. **CME** means Continuing Medical Education.

3.6. **Doctor–**

(a) means a medical practitioner employed by a Health Service as a Specialist or Executive Specialist on a full-time or fractional basis; but

(b) with respect to Dental Health Services Victoria, means only a Doctor employed as an Anaesthetist.

3.7. **Executive Specialist** means a Doctor who:

(a) is expressly appointed by his or her Health Service as an Executive Specialist; and

(b) is required in his or her employment to exercise professional leadership and/or management accountability which is clearly outside of the responsibility of other Specialists; and either

(c) holds Specialist Registration with the M**e**dical Practitioners Board of Australia under the *Health Practitioner Regulation National Law Act 2009* (Vic); or

(d) possesses a higher qualification appropriate to the speciality in which they are employed or has sufficient experience in their speciality to satisfy the Health Service by which they are employed that the appointment is warranted.

3.7.1 Examples of such responsibilities of Executive Specialists could include:

(a) responsibility over a range of units/departments;

(b) direct supervision of a number of Specialists who are department/unit heads;

(c) required to serve on the Executive Management Team of the Health Service; or

(d) demonstrated leadership in the activities of a significant national and/or international learned College or Society within their discipline.

3.7.2 Executive Specialist roles will only be utilised in major teaching Health Services and then only where the Health Service's organisational structure contains such a role and a suitable candidate is available to fill it.

3.8. **Fractional Employment** means the employment of a Doctor for the treatment of Health Service patients and other agreed duties/commitments, and whose fractional appointment with any one Health Service is 35 hours per week or less (**Fractional Doctor**).

3.9. **Full-time Employment** – means the employment of a Doctor on a full-time basis (**Full-time Doctor**), who is engaged to work an average of 38 hours per work plus reasonable additional hours.

VHIA Comment:

It should be noted that the exclusion of definitions of Casual Employment and Part-Time Employment (in the form of 'pro-rata of full-time employment' is deliberate by agreement between the parties. The VHIA understands this reflects the AMA's long held view that only Full-Time and Fractional modes of employment are available for the employment of specialists and that the Fractional mode of employment is equivalent to, and is the agreed form of, 'part-time employment'.

3.10. **FWC** means the Fair Work Commission.

3.11. **Health Service** means a public hospital or health service listed in Schedules 1, 2, 4 or 5 of the *Health Services Act 1988* (Vic) and which is listed in **Schedule A**.

3.12. **Higher Qualification** means a qualification appropriate to the specialty in which a Doctor is employed conferred upon the Doctor by a University, Medical School or Learned College including:

3.12.1 postgraduate degrees and diplomas of Universities;

3.12.2 membership or fellowship of a College or Association of Specialists;

3.12.3 any other postgraduate qualification at the level of Masters or above appropriate to the specialty in which the Doctor is employed;

3.12.4 where the minimum compulsory training period in that specialty required to qualify for the postgraduate qualification exceeds four years, years in excess of four will be counted as experience after obtaining higher qualification in the definition of Senior Specialist, Principal Specialist and Senior Principal Specialist.

3.13. **NES** means the National Employment Standards.

3.14. **PPF** means a Private Practice Fund, including a Dillon Fund.

3.15. **Private Practice Income** means income derived by a Doctor because of the exercise of private practice privileges, whether or not the income is earned directly by the Doctor or passes through the hands of the Health Service acting as agent for the Doctor, and includes a private practice fund, a special purpose fund, a Dillon Fund or other private practice arrangement.

3.16. **Shiftworker** for the purposes of the NES is any Doctor who is defined or described by the *Medical Practitioners Award 2010* as a shiftworker for the purposes of the NES.

3.17. **Specialist** means a Doctor who:

(a) holds Specialist Registration with the M**e**dical Practitioners Board of Australia under the *Health Practitioner Regulation National Law Act 2009* (Vic); or

(b) possesses a Higher Qualification appropriate to the speciality in which they are employed or has sufficient experience in their speciality to satisfy the Health Service that the appointment is warranted.

3.18. **Specialty** means a field of work requiring the application of special experience and qualifications in a particular branch of medicine.

3.19. **SPF** means Special Purpose Fund.

4. COVERAGE

4.1. Subject to clause 4.2, this Agreement covers:

4.1.1 the Health Services (referred to in **Schedule A**) as employers;

4.1.2 all Doctors as employees; and

provided the FWC so notes in its decision to approve this Agreement:

4.1.3 the Australian Salaried Medical Officers' Federation.

4.2. For the avoidance of any doubt, this Agreement does **not** cover any person in relation to ordinary work performed wholly on a fee for service or scheduled fee basis (including, by way of example only, the Commonwealth Medical Benefits Schedule (CMBS)).

5. NOMINAL EXPIRY DATE AND PERIOD OF OPERATION

5.1. This Agreement commences operation seven days after it is approved by the FWC.

5.2. The nominal expiry date of this Agreement is 30 March 2017.

5.3. This Agreement will continue to operate after the nominal expiry date.

6. SAVING OF LOCAL AGREEMENTS, AND NO EXTRA CLAIMS

6.1. The making of this Agreement is predicated on the expectation and understanding that pre-existing terms and conditions of employment will not be set aside as a result of the implementation of this Agreement.

VHIA Comment:

This saving refers to those terms and conditions of employment enjoyed by a Specialist on the day before 17 December 2013. The saving of those terms and conditions only applies during the current, continuous period of employment of that Specialist with the health service(s) that employed him/her on 17 December 2013.

Obviously, any benefit deriving from a previous source must be at least equivalent to that afforded by the NES.

6.2. The parties acknowledge that the increases in remuneration provided in **clause 13** and other benefits of this Agreement have been agreed on the basis that there will be no further claims prior to the nominal expiry date of this Agreement by the employees, collectively or individually, which will have the effect of increasing the net operating costs of any Health Service above the net costs directly attributable to the implementation of the terms of this Agreement.

VHIA Comment:

This prohibition on the making of extra claims for remuneration or other benefits applies both to the situation of a Specialist asking for such an improvement in his/her terms and conditions of employment and to a health service offering or providing such an improvement.

6.3. The following terms are intended to give effect to this commitment by the parties.

6.4. Except as provided in **clause 13**, this Agreement does not disturb the continued application of employment entitlements in operation immediately prior to the commencement of this Agreement (Pre-existing Entitlements), provided that the Pre-existing Entitlements do not:

(a) contravene any law;

(b) have the effect, directly or indirectly, of increasing the operating net costs of any Health Service above the net costs directly attributable to the implementation of the terms of this Agreement;

(c) derogate from the requirements of this Agreement; or

(d) have the effect, directly or indirectly, of providing a monetary benefit to the Doctor inconsistent with (greater or less than) that provided under **clause 13**.

6.5. Except as provided in **clause 13**, this Agreement is not intended to prevent a Health Service from initiating the review of Pre-existing Entitlements, on the basis that the outcome of such a review must:

(a) prior to its implementation, be agreed between the Health Service and a majority of its relevant Doctors; and

(b) not offend any of the requirements at paragraphs 6.4(a) to (d) above.

6.6. Subject **to clause 6.7**, until the nominal expiry date of this Agreement, a Health Service, Doctor or employee organisation covered by this Agreement must not pursue any extra claims.

6.7. **Sub-clause 6.6** does not limit:

(a) the resolution of an issue, that is not also a collective issue affecting more than one Doctor, arising under an individual Doctor's contract of employment by the Health Service and the Doctor in a manner consistent with **clause 13.6**; or

(b) the Health Service's capacity to introduce change at the workplace, subject to meeting its requirements to consult; or

(c) a Health Service and Doctor's ability to make an individual flexibility agreement consistent with **clause 7** below.

6.8. Issues arising under an individual Doctor's contract of employment must not be used to circumvent the operation of **sub-clause 6.6**.

VHIA Comment:

Sub-clause 6.8 prohibits the use of contractual terms – either existing or new – to circumvent, undermine or avoid the provisions of clause 6.

7. INDIVIDUAL FLEXIBILITY AGREEMENT

7.1. A Doctor and the Health Service may enter into an individual flexibility arrangement under this clause in order to meet the genuine needs of the Doctor and the Health Service. An individual flexibility arrangement must:

(a) be genuinely agreed to by the Doctor and Health Service; and

(b) not contravene any law;

(c) not have the effect, directly or indirectly, of increasing the operating net costs of any Health Service above the net costs directly attributable to the implementation of the terms of this Agreement;

(d) not have the effect, directly or indirectly, of providing a monetary benefit to the Doctor inconsistent with (greater or less than) that provided under **clause 13**.

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

7.3. A Doctor may nominate a representative to assist in negotiations for an individual flexibility arrangement.

7.4. The Health Service must ensure that any individual flexibility arrangement will result in the Doctor being better off overall than the Doctor would have been if no individual flexibility arrangement were agreed to.

7.5. The Health Service must ensure that an individual flexibility arrangement is in writing and signed by the Doctor and Health Service.

7.6. The Health Service must give a copy of the individual flexibility arrangement to the Doctor within 14 days after it is agreed to.

7.7. The Health Service must ensure that any individual flexibility arrangement sets out:

(a) the terms of this Agreement that will be varied by the arrangement;

(b) how the arrangement will vary the effect of the terms;

(c) how the Doctor will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

(d) the day on which the arrangement commences.

7.8. The Health Service must ensure that any individual flexibility arrangement:

(a) is about matters that would be permitted matters under section 172 of the Act if the arrangement were an enterprise agreement;

(b) does not include any term that would be an unlawful term under section 194 of the Act if the arrangement were an enterprise agreement; and

(c) provides for the arrangement to be terminated:

(i) by either the Doctor or Health Service giving a specified period of written notice, with the specified period being 28 days; and

(ii) at any time by written agreement between the Doctor and Health Service.

7.9. An individual flexibility arrangement may be expressed to operate for a specified term or while the Doctor is performing a specified role (such as acting in a specified higher position). Such an arrangement will terminate on expiry of the specified term, or when the Doctor ceases to perform the specified role, unless terminated earlier on notice or by agreement.

8. TYPES OF EMPLOYMENT

8.1. Doctors will be employed in Full-time or Fractional Employment.

8.2. Full-time or Fractional employment may be for a fixed term or ongoing.

8.2.1 Variation of fractions and non-renewal of contracts shall not be harsh, unjust or unreasonable.

8.2.2 Any dispute as to whether a Health Service has failed to comply with the requirements of **clause 8.2.1** may only be dealt with under the dispute resolution procedure in **clause 12**.

VHIA Comment:

Fractional employment is the only form of 'less-than-full-time' employment recognised in this Agreement and represents the agreed form of 'part-time employment'. As noted in an earlier VHIA Comment, neither a Casual mode nor a 'pro-rata of Full-Time' mode of employment are comprehended under this Agreement.

DIVISION 2 – CONSULTATION AND DISPUTE RESOLUTION

9. CONSULTATION ARRANGEMENTS

9.1. This clause applies if:

9.1.1 the Health Service has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise; and

9.1.2 the change is likely to have a significant effect on Doctors in the enterprise.

9.2. The Health Service must notify the relevant Doctors of the decision to introduce the major change.

9.3. The relevant Doctors may appoint a representative for the purposes of the procedures in this term.

9.4. If:

9.4.1 the relevant Doctor(s) appoint a representative for the purposes of consultation; and

9.4.2 the Doctor or Doctors advise the Health Service of the identity of the representative;

the Health Service must recognise the representative.

9.5. As soon as practicable after making its decision, the Health Service must discuss with relevant Doctors:

9.5.1 the introduction of the change;

9.5.2 the effect the change is likely to have on the Doctors;

9.5.3 measures the Health Service is taking to avert or mitigate any adverse effect of the change on the Doctors; and

9.6. For the purposes of discussion with the relevant Doctors, the Health Service must provide, in writing, to the relevant Doctors:

(a) all relevant information about the change including the nature of the change proposed;

(b) information about the expected effects of the change on the Doctors; and

(c) any other matters likely to affect the Doctors.

9.7. This clause does not require the Health Service to disclose confidential or commercially sensitive information to the relevant Doctors.

9.8. The Health Service must give prompt and genuine consideration to matters raised about the major change by the relevant Doctors.

9.9. If a term of this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Health Service, the requirements set out in **clauses 9.2, 9.3**, **9.5** and **9.6** are taken not to apply.

9.10. In this clause, a major change is ***likely to have a significant effect on Doctors*** if it results in:

9.10.1 the termination of employment of Doctors; or

9.10.2 major change to the composition, operation or size of the Health Service's workforce or to the skills required of Doctors; or

9.10.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

9.10.4 the alteration of hours of work; or

9.10.5 the need to retrain Doctors; or

9.10.6 the need to relocate Doctors to another workplace; or

9.10.7 the restructuring of jobs.

9.11. In this clause, ***relevant Doctors*** means the Doctors who may be affected by the major change.

10. CONDUCT PROTOCOL

10.1. Bullying will not be tolerated in the workplace. Health Services will promote this message through their employment policies and procedures.

VHIA Comment:

Sub-clause 10.1 should not be construed as requiring a health service to make reference to anti-bullying/harassment in operational or business policies not directly related to employment matters (eg, an accounting procedure or a policy regarding use of 'pool' motor vehicles).

10.2. Workplace bullying is regarded as repeated, unreasonable behaviour directed towards a worker, or group of workers, that creates a risk to health and safety (or other such definition that may be included in the Act).

10.3. However, the definition of workplace bullying does not include:

(a) reasonable performance management by a Health Service;

(b) reasonable disciplinary management by a Health Service; and

(c) management direction or action when conducted in a reasonable manner.

11. PERFORMANCE MANAGEMENT PROTOCOL

11.1. Where a Health Service has concerns about the conduct of a Doctor, or a performance issue that may constitute misconduct, the following procedure is to apply.

11.2. **Investigation Procedure**

(a) The Health Service will advise the Doctor of the concerns in question and any allegation in writing and conduct a fair investigation having proper regard to procedural fairness and the requirements set out below.

11.3. **Procedural Requirements**

(a) The Health Service must take reasonable steps to give the Doctor a reasonable opportunity to answer any concerns or allegations.

(b) The reason for any meeting is advised in writing along with reasonable notice provided to the Doctor to attend the meeting.

(c) The Doctor is to be provided with material which forms the basis of concerns or allegations and given a reasonable opportunity to respond.

(d) If the Doctor raises an issue in his or her response to the Health Service's concerns or allegations, that warrants further investigation, the Health Service shall take reasonable steps to further investigate the matter.

(e) A reasonable opportunity is to be provided for a support person or representative of the Doctor's choice to attend interviews or meetings conducted by the Health Service with the Doctor.

11.4. **Disciplinary Procedure**

(a) If following the investigation, the Health Service reasonably considers that the Doctor's conduct may warrant disciplinary steps being taken, the Health Service will notify the Doctor in writing of the basis of its view and any allegation and meet with the Doctor.

11.5. **Further Considerations**

(a) In considering whether the Doctor should be disciplined the Health Service will consider:

(i) whether there is a valid reason related to the conduct of the Doctor arising from the investigation justifying disciplinary action;

(ii) whether the Doctor knew or ought to have known that the conduct was not of an acceptable standard; and

(iii) any explanation by the Doctor related to the conduct.

11.6. Nothing in **subclauses 11.2** to **11.5** derogates from any obligation a Health Service or Doctor has under State or Federal legislation, nor derogates from a Health Service's right to implement policies that are consistent with the above.

12. DISPUTE RESOLUTION PROCEDURE

12.1. **Resolution of disputes and grievances**

12.1.1 Unless otherwise provided for in this Agreement, a dispute or grievance about a matter arising under this Agreement or the NES, other than termination of employment, must be dealt with in accordance with this clause. This includes a dispute or grievance about whether a Health Service had reasonable grounds to refuse a request for flexible working conditions, or an application to extend unpaid parental leave.

12.1.2 This clause does not apply to any dispute on a matter or matters arising in the course of bargaining in relation to a proposed enterprise agreement.

12.1.3 The Health Service or a Doctor may choose to be represented at any stage by a representative, including a union representative or employer organisation.

12.1.4 A dispute about conduct or behaviour may be referred directly to the FWC where the Doctor has a reasonable belief that they are subject to the conduct or behaviour and that there are exceptional circumstances.

12.1.5 Other than for the reasons referred to in **sub clause 12.1.1** above, no dispute about Health Service conduct or behaviour may be referred to the FWC directly unless there has first been a genuine attempt to resolve the dispute at the workplace level.

12.1.6 When there are other matters subject to dispute and **sub clause 12.1.4** above applies, the other matters may also be referred directly to the FWC.

VHIA Comment:

Sub-clauses 12.1.4 and 12.1.6 allow a direct path to FWC, by-passing the local dispute settling steps otherwise described in sub-clause 12.1. Examples of the "exceptional circumstances" referred to in sub-clause 12.1.4 might include situations where the dispute or grievance is between a very senior doctor and an Executive, the Chief Executive and/or the Board of the health service, or where a real apprehension of bias at the Executive or Board level within the health service is believed to exist. Exceptional circumstances might also encompass matters where statutory rights prevail over the terms of this Agreement (eg, Anti-Bullying legislation).

In all other circumstance, health services should ensure adherence to the 'stepped' processes described in this clause.

12.2. **Obligations**

12.2.1 The parties to the dispute or grievance, and their representatives, must genuinely attempt to resolve the dispute or grievance through the processes set out in this clause and must cooperate to ensure that these processes are carried out promptly.

12.2.2 While a dispute or grievance is being dealt with in accordance with this clause, work must continue in accordance with the Health Service's direction, provided that this does not apply to a Doctor who has a reasonable concern about an imminent risk to his or her health or safety, has advised the Health Service of this concern and has not unreasonably failed to comply with a direction by the Health Service to perform other available work that is safe and appropriate for the Doctor to perform.

12.2.3 No person covered by the Agreement will be prejudiced as to the final settlement of the dispute or grievance by the continuance of work in accordance with this clause.

12.3. **Agreement and dispute settlement facilitation**

12.3.1 For the purposes of compliance with this Agreement (including compliance with this dispute settlement procedure), where the Doctor's chosen representative is another Doctor, that representative must be released by the Health Service from normal duties for such periods of time as may be reasonably necessary to enable him/her to represent the Doctor concerning matters pertaining to the employment relationship, including but not limited to:

(a) investigating the circumstances of a dispute or an alleged breach of this Agreement or the NES;

(b) endeavouring to resolve a dispute arising out of the operation of the Agreement or the NES; or

(c) participating in conciliation, arbitration or any other agreed alternative dispute resolution process.

12.3.2 The release from normal duties referred to in this clause is subject to the proviso that it does not unduly affect the operations of the Health Service, having regard to the need to provide for the proper treatment and care of patients at all times, and the availability of acceptable alternative arrangements for the carrying out of all other duties from which that representative seeks to be released.

12.4. **Discussion of grievance or dispute**

12.4.1 The dispute or grievance must first be discussed by the aggrieved Doctor(s) with the immediate supervisor of the Doctor(s).

12.4.2 If the matter is not settled, the Doctor(s) can require that the matter be discussed with another representative of the Health Service appointed for the purposes of this procedure.

12.5. **Internal process**

12.5.1 If any party to the dispute or grievance, who is covered by the Agreement, refers the dispute or grievance to an established internal dispute or grievance resolution process, the matter must first be dealt with according to that process, provided that the process:

(a) is conducted in a timely manner;

(b) is consistent with the rules of natural justice;

(c) provides for mediation or conciliation of the grievance;

(d) provides that the Health Service will take into consideration any views on who should conduct the review; and

(e) is conducted as quickly and with as little formality as a proper consideration of the matter allows.

12.5.2 If the dispute or grievance is not settled through an internal dispute or grievance resolution process, the matter can be dealt with according to the processes set out below.

12.5.3 If the matter is not settled either party may refer the matter to the FWC for conciliation.

12.6. **Disputes of a Collective Character**

12.6.1 The parties covered by the Agreement acknowledge that disputes of a collective character concerning more than one Doctor may be dealt with more expeditiously by an early reference to the FWC.

12.6.2 No dispute of a collective character may be referred to the FWC directly unless there has been a genuine attempt to resolve the dispute at the workplace level prior to it being referred to the FWC.

VHIA Comment:

Disputes raised collectively by Specialists that are de facto claims for new levels remuneration and/or entitlement must be dealt with in accordance with clause 6.

12.7. **Conciliation**

12.7.1 Where a dispute or grievance is referred for conciliation, a member of the FWC will do everything that appears to the member to be right and proper to assist the parties to agree on terms for the settlement of the dispute or grievance.

12.7.2 This may include arranging:

(a) conferences of the parties or their representatives presided over by the member; and

(b) for the parties or their representatives to confer among themselves at conferences at which the member is not present.

12.7.3 Conciliation before the FWC will be regarded as completed when:

(a) the parties have reached agreement on the settlement of the grievance or dispute; or

(b) the member of the FWC conducting the conciliation has, either of their own motion or after an application by either party, satisfied themself that there is no likelihood that within a reasonable period further conciliation will result in a settlement; or

(c) the parties have informed the FWC member that there is no likelihood of agreement on the settlement of the grievance or dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed.

12.8. Arbitration

12.8.1 If the dispute or grievance has not been settled after conciliation, the FWC may proceed to determine the dispute or grievance by arbitration.

12.8.2 Where a member of the FWC has exercised conciliation powers in relation to the dispute or grievance, the member will not exercise, or take part in the exercise of, arbitration powers in relation to the dispute or grievance if a party objects.

12.8.3 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 parties agree that the order of the FWC under this clause will be to restore all rights and entitlements affected by the breach to the state which would have prevailed if the breach had not occurred.

12.8.4 Subject to **clause 12.9** below, the determination of the FWC is binding upon the persons bound by this Agreement.

12.8.5 An appeal can be made to a Full Bench of the FWC, with the leave of the Full Bench, against a determination of a single member of the FWC made pursuant to this clause.

12.8.6 An appeal made under **clause 12.8.5** must be made within 21 days of the publication of reasons for the determination.

12.9. Conduct of matters before the FWC

Subject to any agreement between the parties to the dispute, in relation to a particular dispute or grievance and the provisions of this clause, in dealing with a dispute or grievance through conciliation or arbitration, the FWC may conduct the matter in accordance with Subdivision B of Division 3 of Part 5-1 of the Act.

13. REMUNERATION

VHIA Comment:

Consistent with the Direction issued by the Secretary of the Department of Health by letter to health service Chief Executive Officers in june 2014, health services must comply with the terms of this clause.

Increases to Actual Rates of Pay

13.1. The increases in rates of pay and other monetary entitlements specified in this Agreement have been agreed on the understanding that they will be the increases actually paid to the Doctors during the life of this Agreement. The following provisions are agreed in recognition of this understanding.

VHIA Comment:

This Agreement awards Specialists three salary increases of 3.33% each over its life. The effective dates of those three increases are identified in Table 1 of Schedule B of the Agreement. These salary increases may apply either to the pay rates specified in Table 2 or Table 3 (as relevant) of Schedule B of this Agreement, or to their 'actual' or 'contracted' rate of pay where that is higher than the relevant rate specified in Table 2 or Table 3 (as relevant) of Schedule B of this Agreement.

Where a Specialist is paid above the rates of pay specified in Table 2 or Table 3 of Schedule B on the effective date of one of these salary increases (ie, an 'over-award' or 'contracted' rate of pay), he/she is entitled to have each of the salary increase applied to that higher rate of pay.

Where the Specialist and the health service have negotiated a 'rolled-up' rate of pay (ie, base salary and other payments have been aggregated into a single salary figure, paid for all purposes), then he/she is entitled to have each of the salary increase applied to that rolled-up rate.

This Agreement also awards increases to other monetary entitlements enjoyed by Specialists, but those increases may occur on effective dates other than those specified for salary increases (eg, the 'per kilometre' travelling allowance rates (sub-clause 18.4) are adjusted only twice during the life of this Agreement and increases to the Continuing Medical Education Support limits (sub-clause 19.1) are timed to align with commencement of a financial year).

Existing Doctors – pre-existing contracts

13.2. Where an Existing Doctor has, under a written contract entered into prior to 31 March 2013 (**Contract**), an entitlement to receive as at 30 March 2013 a rate of pay which is in excess of the rates specified in **Table 2** (for full-time Doctors) or **Table 3** (for fractional Doctors) of **Schedule B** or an entitlement to receive as at 30 March 2013 a monetary payment which either exceeds the equivalent payment provided for in this Agreement or is a form of payment not provided for in this Agreement:

(a) the Health Service may pay, and the Doctor may accept, the amount specified in the Contract as at 30 March 2013; and

(b) the Health Service must increase the actual contracted rate of pay in accordance with the percentage increases specified on the relevant dates as stated in **Table 1** of **Schedule B**; but

(c) the Health Service must not pay, and the Doctor must not seek or accept, any increase in the rates of pay or monetary payments as specified in the Contract as at 30 March 2013 which exceed the percentage increase in the rates of pay specified in **Table 1** of **Schedule B** to apply at various times under this Agreement, and to the extent that the Contract otherwise provides, the Contract is unenforceable and of no effect.

VHIA Comment:

The intent of sub-clause 13.2 is that where a Specialist may have specified in his/her contract of employment or other source an annual (or more or less frequent) indexation to their rate of pay that is more beneficial than the rate/period specified in Table 1 of Schedule B of this Agreement, then Table 1 of Schedule B will prevail over that provided by the contract or other source.

For example, if Specialist'contract provides that his/her rate of pay will be indexed by 5% on 1 July each year during the life of that contract, then that contractual rate and timing of increase will be replaced by the salary increases and effective dates specified in Table 1 of Schedule B of this Agreement during while it is in operation.

Existing Doctors – change of position

13.3. Where an Existing Doctor is promoted or transferred by their Health Service to a different position with different or higher responsibilities, which position either existed at the commencement of this Agreement or has been created in accordance with the Health Service's normal arrangements for the structuring and remuneration of positions (**New Position**), and the terms and conditions of the New Position are in accordance with the Health Service's normal arrangements for the structuring and remuneration of positions, the Health Service may offer the New Position to the Doctor on those terms and conditions provided that:

(a) the Health Service must pay to the Doctor no less than the rates of pay specified in **Table 2** (for full-time Doctors) or **Table 3** (for fractional Doctors) of **Schedule B** and all other monetary payments required to be paid under this Agreement for the performance of all work to which this Agreement applies; and

(b) the Health Service must not pay, and the Doctor must not seek or accept, any increase in the agreed rates of pay or monetary payments to apply at the time the Doctor commenced in the New Position which exceed the percentage increase in the rates of pay specified in **Table 1** of **Schedule B** to apply under this Agreement.

VHIA Comment:

Sub-clause 13.3 allows a health service and a Specialist to negotiate a once-off increase to his/her rate of pay in addition to the 3.33% salary increases described in Table 1 of Schedule B of this Agreement, but only where the Specialist is genuinely moving to a position new to him/her. Thereafter, the Specialist's salary will only rise in accordance with the increases and on the dates specified in Table 1 of Schedule B.

For example, a Specialist working as part of a team who successfully applies to become the leader of that team may seek to negotiate a rate of pay higher than the relevant rate specified in Table 2 or Table 3 of Schedule B of this Agreement, or higher than his/her actual/contracted rate of pay where that is already higher than the relevant

Schedule B rate of pay. The same would apply where a Specialist transfers to another position 'at classification level', but where there is a discernible difference between his/her current responsibilities and those applying to the new position. However, sub-clause 13.3 does not oblige a health service to offer or agree to such an additional salary increase.

Where a Specialist transfers 'at level' within the same health service and with the same responsibilities, he/she is not entitled to seek any premium on his her current rate of pay.

New Doctors, and Existing Doctors who change Health Services

13.4. Where a Health Service employs a New Doctor, or an Existing Doctor changes Health Service while this Agreement is in operation, the new Health Service may offer employment to that New Doctor or Existing Doctor on such terms and conditions as may be agreed between them provided that:

(a) the Health Service must pay to the Doctor no less than the rates of pay specified in **Table 2** (for full-time Doctors) or **Table 3** (for fractional Doctors) of **Schedule B** and all other monetary payments required to be paid under this Agreement for the performance of all work to which this Agreement applies; and

(b) the Health Service must not pay, and the Doctor must not seek or accept, any increase in the agreed rates of pay or monetary payments to apply at the time the Existing Doctor commenced employment with the new Health Service which exceed the percentage increase in the rates of pay specified in **Table 1** of **Schedule B** to apply under this Agreement.

VHIA Comment:

Sub-clause 13.4 makes a similar provision to that allowed under sub-clause 13.3, but in this instance occurring when a Specialist is moving from one health service to another.

In this case, a Specialist transferring 'at classification level' and with the same responsibilities, is entitled to seek to negotiate a rate of pay higher than the relevant rate specified in Table 2 or Table 3 of Schedule B of this Agreement, or higher than his/her actual/contracted rate of pay where that is already higher than the relevant Schedule B rate of pay.

As is the case with sub-clause 13.3, thereafter, the Specialist's salary will only rise in accordance with the increases and on the dates specified in Table 1 of Schedule B.

As with sub-clause 13.3, sub-clause 13.4 does not oblige a health service to offer or agree to such an additional salary increase.

Restructures within Health Services

13.5. Where a Health Service initiates major changes to its organisation or service delivery, which have a significant impact on the responsibilities or work patterns of Doctors which genuinely result in:

(a) the creation of new roles (within the scope of this Agreement); or

(b) substantive changes to existing roles, with a significant net addition to work requirements for those roles,

the Health Service may collectively negotiate with the affected Doctors revised terms and conditions of employment provided that:

(c) the Health Service must pay to each Doctor no less than the rates of pay specified in **Schedule B** and all other monetary payments required to be paid under this Agreement for the performance of all work to which this Agreement applies; and

(d) the Health Service must not pay, and a Doctor must not seek or accept, any increase in the agreed rates of pay or monetary payments to apply at the time the collectively agreed arrangements commence which exceed the percentage increases in the rates of pay specified in **Schedule B** to apply under this Agreement.

VHIA Comment:

Sub-clause 13.5 operates similarly to sub-clauses 13.3 and 13.4 in allowing negotiation of a once-off salary increase, in the circumstances described, after which the Specialist's salary will only rise in accordance with the increases and on the dates specified in Table 1 of Schedule B.

Again, sub-clause 13.5 does not oblige a health service to offer or agree to such an additional salary increase.

General Rule

13.6. Except as provided in **sub-clauses 13.2, 13.3, 13.4** and **13.5**, it is a requirement of this Agreement that while this Agreement is in operation:

(a) the Health Services must pay to all Doctors the rates of pay specified in **Table 2** (for full-time Doctors) or **Table 3** (for fractional Doctors) of **Schedule B** and all other monetary payments required to be paid under this Agreement for the performance of all work to which this Agreement applies;

(b) the Health Services must not pay, and a Doctor must not seek or accept, any payment for the performance of work to which this Agreement applies in excess of, or less than, the rates of pay specified in **Table 2** (for full-time Doctors) or **Table 3** (for fractional Doctors) **Schedule B**, unless such payment is otherwise required to be paid by a term of this Agreement or by the Act;

(c) a Health Service must not pay to a Doctor, and a Doctor must not seek or accept, any monetary payment in consideration for the performance of work to which this Agreement applies, other than the monetary payments required to be paid under this Agreement or under the Act; and

(d) a Doctor must not make any further claims for increases in rates of pay or any other form of monetary payment (whether payable by way of contract or otherwise) while this Agreement is in operation.

VHIA Comment:

Sub-clause 13.6 acts as a reinforcement of the 'No Extra Claims' provisions of clause 6.

13.7. For the purpose of this clause:

(a) an '**Existing Doctor**' is a Doctor who is employed by a Health Service as at the date this Agreement commences to operate;

(b) a '**New Doctor**' is a person who is not employed by a Health Service as at the date this Agreement commences to operate, who first becomes employed as a Doctor while this Agreement is in operation;

(c) '**monetary payments**' includes but is not limited to salary, superannuation contributions, allowances, other forms of remuneration, other elements of the Doctor's terms and conditions package, and any (or any other) non-salary employment benefits which are convertible into remuneration.

14. SUPERANNUATION

14.1. Relevant legislation

The subject of superannuation contributions is dealt with extensively by legislation, including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation* Guarantee *Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993* (collectively, the superannuation legislation). This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

14.2. Definitions

Complying Superannuation Fund means a fund of the Doctor's choice which complies with the superannuation legislation.

14.3. Health Service contributions

A Health Service must, in accordance with the governing rules of the relevant fund, make such superannuation contributions for the benefit of a Doctor as will avoid the Health Service being required to pay the superannuation guarantee charge under the superannuation legislation with respect to that Doctor. Superannuation contributions will be made to a Complying Superannuation Fund of the Doctor's choice. Where the Doctor does not choose a fund, contributions will be made in their favour to First State Super or its successor.

VHIA Comment:

The intention of sub-clause 14.3 is to reinforce the onus on health services to ensure that they always make employer superannuation contributions into Specialists' complying superannuation funds. It is further intended that the Specialist has the full benefit of their right to choose which complying fund those contributions are made into in accordance with the relevant statutory provisions.

Specialists wishing to exercise their choice of complying superannuation fund must be given a copy of the *Standard choice form* (currently *NAT 13080*).

14.4. Paid absences

Contributions will continue during periods of paid leave, including during any period in respect of which a practitioner is entitled to receive accident pay in accordance with **clause 21.2**. Contributions will not be paid in respect of accrued annual leave paid on termination.

14.5. Unpaid absences

Contributions will not be paid whilst a Doctor is absent on unpaid leave.

15. SALARY PACKAGING

15.1. By agreement with the Doctor, the rate of pay specified at **Schedule B** may be salary packaged in accordance with the Health Service's salary packaging program.

15.2. As far as possible, it is the intention of the Health Service that the Health Service maintains a worthwhile salary packaging program for all Doctors. However, if legislative or other changes have the effect of increasing the cost of packaging to the Health Service, the cost must be paid by the participating Doctor or the arrangement must be ceased by the Health Service.

15.3. The Health Service's salary packaging program will not restrict the Doctor's capacity to salary package any proportion of their salary in any one month.

16. SHIFT PENALTY PAYMENTS

16.1. For ordinary hours worked between the following times, payment will be made at the ordinary time rates set out at **Table 2** or **Table 3** of **Schedule B** of the Agreement, plus the appropriate penalty:

(a) between 6.00 pm and midnight Monday to Friday – 12.5% of the appropriate rates set out at **Table 2** or **Table 3** of **Schedule B** of the Agreement;

(b) between 7.00 am and midnight Saturday – 50% of the appropriate rates set out at **Table 2** or **Table 3** of **Schedule B** of the Agreement; or

(c) between 7.00 am and midnight Sunday – 75% of the appropriate rates set out at **Table 2** or **Table 3** of **Schedule B** of the Agreement.

16.2. The Shift penalty payments under **clause 16.1** are paid in addition to the minimum rates set out at **Table 2** or **Table 3** of **Schedule B** of the Agreement only. Subject to **clause 13**, where a Doctor's actual contracted rate of pay is more than the relevant rate set out at **Table 2** or **Table 3** of **Schedule B** of the Agreement, the Doctor will be entitled under this Agreement to receive the contracted rate of pay, or the sum calculated in accordance with **clause 16.1**, whichever is the higher.

16.3. The payments required by **clause 16.1** may be averaged over a period of up to 12 months as part of an annualised salary.

16.4. This clause does not operate so as to provide an additional financial benefit to a Doctor where a Health Service has previously agreed to provide the Doctor with a non-monetary benefit expressly in compensation for shift work and the Doctor is not worse off over all.

VHIA Comment:

References to "*minimum rates set out at Table 2 of Schedule B*" could mean reference to the rates in either 'Column 1' or 'Column 2'. However, for all practical purposes, the VHIA advises health services to rely primarily on the 'Column 2' rates for the relevant comparison purposes.

Clause 16 is not intended to provide an additional ('double-dip') benefit to a Specialist whose existing remuneration and/or entitlements already comprehends compensation for working ordinary hours during the

times described in sub-clause 16.1.

A Specialist who receives some compensation for working ordinary hours during such times, but whose total remuneration (agreed base pay plus compensation – monetary or non-monetary), would fall short of what would be payable directly pursuant to this Agreement, must be topped up to the Agreement level.

17. BOARD AND LODGING

Where a Doctor as a condition of employment is required by the Health Service to reside in premises leased from the Health Service a deduction not exceeding $50.00 per week may be taken from the Doctor's wages as rental.

18. ALLOWANCES

18.1. Telephone allowance

Where a Health Service requires a Doctor to be on call it will pay to maintain a telephone and the Health Service will reimburse the subsequent rental charges on production of receipted accounts. Where the Health Service provides a mobile telephone or a message pager the benefits of this clause will not apply.

18.2. Uniforms

18.2.1 Each Doctor will be reimbursed for the cost of uniform clothing where:

- the Doctor's duties necessitate the wearing of uniform clothing; or
- it is the usual custom in the industry for a Doctor to wear uniform clothing.

18.2.2 Reimbursement under this clause need not be made if the Health Service provides the relevant uniform clothing, which remains the property of the Health Service and must be returned at the completion of the Doctor's period of service at that Health Service. For the purposes of this clause, the Health Service may deem white coats to constitute a uniform.

18.3. Laundry allowance

18.3.1 Each Doctor will be reimbursed for the cost of laundering uniform clothing.

18.3.2 Reimbursement under this clause need not be made if the Health Service launders the relevant uniform clothing

18.4. Travelling allowance

18.4.1 A Doctor who is required to use personal transport in the course of duties or is recalled to work outside ordinary rostered hours and who uses personal transport from home to the place of work and return, will receive an allowance at the following rates:

Engine capacity	On commencement of Agreement	31 July 2014	30 November 2015
Less than 3.8 Litres	$0.73	$0.75	$0.78
3.8 Litres and over	$0.89	$0.92	$0.95

18.4.2 The onus of supporting the claim will lie with the Doctor.

18.5. A Doctor recalled who does not use personal transport will be provided at the expense of the Health Service with suitable return transport.

19. CONTINUING MEDICAL EDUCATION SUPPORT

19.1. Funded Support entitlement

19.1.1 The entitlement for full-time Doctors is for reimbursement of approved costs (inclusive of the support at **clause 19.1.2** and subject to **clause 19.1.5** below) up to a value of:

Financial Year	Reimbursement of approved costs up to a value of
2013/14	$23,487
2014/15	$24,269
2015/16 and thereafter	$25,077

VHIA Comment:

The amounts shown above are not to be pro-rated for length of employment within a financial year. That is, even if a Specialist is employed by a health service for only three months, he/she is still entitled to seek reimbursement of CME-related activity costs up to the maximum amounts shown in the table at sub-clause 19.1.1 above, provided the Specialist is able to meet all the relevant tests in clause 19.

Obviously, a Specialist has to be in the employment of a health service at the time of the CME activity or purpose to be eligible for reimbursement.

19.1.2 Where support was provided to Doctors prior to 1 July 2006 (including from PPFs, SPFs or similar funds), those arrangements will be unchanged by this clause. This includes support that in the absence of this clause would have normally been available to new Doctors of a Health Service.

VHIA Comment:

The nature and general mechanism of the CME Support entitlement described in this clause was first agreed during the 2006 enterprise bargaining negotiations between the VHIA and the AMA/ASMOF. At that time, the parties were aware that - and agreed not to disturb - varying levels and mechanisms of CME Support (however described) were already in place. Sub-clause 19.1.2 above gives effect to that understanding, including the parties' agreement that Specialists employed after the commencement of the CME Support arrangement should still have access to the existing, local arrangements. This latter point is what the second sentence of sub-clause 19.1.2 refers to.

19.1.3 The entitlement to funding support for fractional Doctors is pro rata based on the Doctor's base fractional appointment (up to $2,348.70 in the 2013/14 financial year; $2,426.90 for the 2014/15 financial year; and $2,507.70 for the 2015/16 financial year and thereafter, for each 0.1 fraction / 3.5 hours), provided that where a Doctor holds more than one fractional appointment with a Health Service listed in Schedules 1-5 of the *Health Services Act 1988* (Vic), the total benefit available to the Doctor each year will not exceed the full-time rates contained in **clause 19.1.1**.

VHIA Comment:

The amounts shown above are not to be pro-rated for length of employment within a financial year. That is, even if a Specialist is employed by a health service for only three months, he/she is still entitled to seek reimbursement of CME-related activity costs up to the maximum amounts described in sub-clause 19.1.3 above, provided the Specialist is able to meet all the relevant tests in clause 19.

19.1.4 Subject to **clauses 19.2 and 19.3** below, funds will be paid to the Doctor as a reimbursement of costs reasonably and necessarily incurred for CME activities or purposes directly relevant to the Doctor's employment with the Health Service.

VHIA Comment:

Sub-clause 19.1.4 contains two two key and related concepts that confine reimbursement to being for costs:

1. "*reasonably and necessarily incurred*"; *and*
2. "*for CME activities or purposes directly relevant to the Doctor's employment with the health service*".

These two concepts lead to three separate but compounding tests described in sub-clause 19.1.4:

1. That only those costs that are reasonably and necessarily incurred can be reimbursed; and
2. That those reasonable and necessarily costs must be incurred for personal CME activities; and
3. The CME activities must be directly relevant to the Specialist's role with the health service.

All three tests must be met for reimbursement to become available, subject to sub-clauses 19.2 and 19.3 and in accordance with sub-clause 19.4.

19.1.5 The funding provided for in this clause is a "benchmark" entitlement. A Chief Medical Officer/delegate may approve higher levels of support dependent on the monies available in the appropriate fund.

19.2. Reimbursable Expenses

19.2.1 Pursuant to **clause 19.4** a Doctor is entitled to seek reimbursement for the following CME related costs:

VHIA Comment:

Reimbursement for ALL of the cost items referred to in sub-clauses (a), (b) and (c) below must be consistent with the tests of being:

1. reasonably and necessarily incurred; AND
2. being required for a CME-related purpose connected to the Specialists'role with the health service.

Regarding point 2 above, it would not be expected that a Specialist's costs relating to him/her attending a workshop or course (including post-graduate study) on a topic or field not directly related to their current role would be reimbursed unless it reflected part of a reasonable or agreed progression path within his/her health service – eg, undertaking and being reimbursed for costs relating to a 'management' course or qualification might be reasonable where the Specialist holds, or can reasonably aspire to hold, a management role such as a head of unit or head of department. 'Personal Investment' courses or study costs for qualifications in 'Sports Media', 'Construction Management' or 'Developing More Profitable Private Practice' are unlikely to qualify for reimbursement under CME Support arrangements.

"Costs" in this sub-clause will generally be inclusive of GST unless otherwise agreed between the Specialist and his/her health service.

(a) costs relating to professional conferences and workshops, including registration fees, and reasonable travel, accommodation and per diem expenses; and/or

VHIA Comment:

Please note that there is now an alternative to the reimbursement of the per-diem expense referred to in sub-clause (a). See sub-clauses 19.4.5 – 19.4.7 below.

(b) costs associated with enrolment in relevant short courses, workshops or post-graduate courses recognised by the Speciality College for purposes of accruing CME/CPD/MOPS points; and/or

VHIA Comment:

Refer to the VHIA's comment under sub-clause 19.2.1 above regarding reasonable and necessarily incurred costs and the relevance of the course, etc to the Specialist's role. The VHIA believes that the fact that a College will recognise a course, workshop or study for the purposes of its own continuing professional development recognition scheme does not place an unfettered obligation on a health service to reimburse costs incurred by a Specialist relating to same without regard to the underlying eligibility tests for CME Support referred to above.

For example, a College may award continuing professional development points or credits to a Fellow who undertakes a Masters in Business Administration. If that Fellow's work for a health service does not require him/her to have business administration skills, then the Specialist will find it difficult to demonstrate the connection between the CME activity and his/her role with the health service. However, if in that example acquiring such skills would be relevant to a higher medical position within the health service that the Specialist might reasonably aspire to holding, then a connection may be able to be demonstrated, subject to all of the relevant circumstances.

(c) other reasonable costs such as books, CDs, portable technological aids (not including items of a capital nature such as ultra-sound imaging devices, mobile telephones or iPods and like audio devices) and subscriptions where such resources are not otherwise provided by, or available from, the Health Service.

VHIA Comment:

The reference to "portable technological aids" should be taken literally – that is, if the technogical aid is not one that can be readily carried unaided by the Specialist, it will not qualify for reimbursement. For example, a desktop personal computer, desktop (or larger) printer, a computer monitor (CRT, LCD, LED or plasma), a television, a DVD or Blu-Ray player or an electronic whiteboard could not be considered to be 'portable' in this context.

Notebook or tablet computers can be reimbursed under this sub-clause, but the type/features (including bundled software) should be commensurate with the CME-related use (that is, if a notebook computer is required only for typing and editing conference or study notes, a high-end machine would not be a "reasonably and necessarily incurred" cost in accordance with sub-clause 19.1.4) and would be subject to a future replacement claim/cost only where the previoualy reimbursed for item is lost or damaged (and the Specialists' own insurances to do not cover such damage or loss) or where the technology is demonstrably outdated for the required CME-related use. The costs of an external mouse and keyboard and a carry bag can also be reimbursed where appropriate.

The exclusions within sub-clause (c) above have four parts:

1. There is an exclusion of costs that relate to what would be deemed as capital items with ultra-sound imaging devices given as an example. This exclusion would apply to other similar medical and office devices.
2. There is an exclusion of costs relating to the purchase of mobile telephone handsets, although this exclusion may be waived in the case of 'smartphones' where the primary use of the device is for viewing CME-related reference materials either by wireless internet connection of applications/data stored (or storeable) on the handset.
3. There is an exclusion of costs relating to the purchase of iPods and similar audio devices (eg MP3 players), although this exclusion too may be waived in the case of such devices where they have the ability to connect wirelessly to the internet or can store and display documents/images and where the primary use of the device is for viewing CME-related reference materials either by wireless internet connection of applications/data stored (or storeable) on the device.
4. There is a broad exclusion of all of the item groups (that is, books; CDs; portable technological aids; and subscriptions) where such items are provided by, or are available for loan or other mode of access from the health service – eg, books that are in the health service's library or 'pool' notebook computers that are available for Specialists' use. However, such availability must be reasonable.

In addition to the above, the reference to "CDs" should be read to exclude music CDs as these are extremely unlikely to meet the test of being required for CME-related activity. It is also the case that "subscriptions" should be interpreted in the associated context of sub-clause 19.2(c) – that is, 'books, CDs, portable technological aids and subscriptions' – and not so broadly as to assume inclusion of College memberships, mobile telephone or data services, or software updates.

19.3. **Rates of Reimbursement**

19.3.1 Air travel associated with CME activities will be reimbursed at the rate of business class for journeys of 3 hours or more, and economy class for journeys of less than 3 hours' duration. Claims for private car use for travel associated with CME activities will be reimbursed at the relevant rate per business kilometre published by the ATO from time to time.

19.3.2 Accommodation, meal and incidental expenses:

(a) Reimbursement of reasonable and necessarily incurred accommodation, meal and incidental expenses relating to CME activity will be paid subject to the following:

(A) Accommodation may be at the hosting hotel or elsewhere as is reasonable for the conference/seminar attended;

(B) Meal and other incidental expense amounts will be in accordance with the amounts set out in the relevant ATO Tax Determination dealing with reasonable allowance amounts (currently Tax Determination 2013/16 which can be found on the ATO website at http://www.ato.gov.au/).

The ATO daily allowance rates vary according to salary. The rates used should be based on the full-time equivalent salary applicable to the position occupied by the Specialist, i.e. Fractional Specialists should be paid the rate relevant to a full-time salary. For the purpose of this clause, "salary" shall mean the Specialist's base salary. The salary used for this purpose is not reduced by any salary sacrifice arrangement.

(b) Where the CME activity does not involve travel (e.g. post-graduate study, local conferences), reasonable and necessary expenses actually incurred should be paid.

19.4. **Reimbursement**

19.4.1 Reimbursement may be claimed by a Doctor using a common simplified claim form provided by the Health Service:

(a) an initial common simplified form (see **SCHEDULE C**) will be implemented within three months of the date on which this Agreement comes into operation;

(b) the initial common simplified claim form will be reviewed by the parties after it has been in operation for twelve months, at which time any agreed changes to the claim form and/or the process relating to its use will be made.

19.4.2 Claims are to be submitted to the Chief Medical Officer/delegate for approval, through the Doctor's Unit Head, and subject to **clause 19.4.5** below must be accompanied by original receipts and any other necessary supporting documentation, including for FBT purposes (eg travel diary).

VHIA Comment:

Notwithstanding the reference to "original receipts" above and elsewhere in this clause, it is open to health services to accept other reasonable forms of substantiation for meal and incidental expenses where it might be impractical for the Specialist to obtain a receipt, particularly where such expenses fall within the paramaters

described in sub-clause 19.3.2(a)(B) above.

This would best be provided by way of a transaction statement from a financial institution (where credit card or EFTPOS facilities have been used) and/or a contemporaneous notation in the Specialist's travel diary, but it is also open to a health service to simply require that a Specialist provide advice as to how he/she worked out his/her costs claim for per diem expenses.

19.4.3 Claims are to be submitted within 3 months of expenditure being incurred and, where practicable, within the financial year to which they relate.

19.4.4 The Health Service will process reimbursements in an expeditious manner not later than 30 days after submission of a fully compliant claim.

19.4.5 In lieu of reimbursement of reasonable and substantiated expenses in respect of meals and relevant incidentals, the Health Service will, if the Doctor so elects, provide the Doctor with a taxable allowance prior to travel in accordance with the amounts set out in the relevant ATO tax determination dealing with reasonable allowance amounts (currently Tax Determination 2013/16) which may be found on the ATO website at http://www.ato.gov.au.

VHIA Comment:

Where a Specialist is claiming per diem expenses in accordance with the ATO Reasonable Amounts, the appropriate salary band for per diem expenses is the specialist's full-time equivalent salary. For example, for a Specialist employed at a 0.1 fraction and earning an annual salary from the Health Service of $27,000, the entitlement to per diem expenses is based on an annual equivalent full-time salary of $270,000.

Sub-clause 19.4.5 provides the only opportunity for payment for CME Support-related expenses without presentation of receipts and other reasonable supporting documentation.

Any pre-payment in lieu of meal and relevant incidental 'costs' provided under this sub-clause is counted within the Specialist's maximum annual level of CME Support.

19.4.6 It will be expected that a Doctor will make his/her application for pre-payment of daily travel allowance expenses no more than six weeks, and no less than one week, prior to the commencement of the CME activity/travel.

19.4.7 Such allowance will be assessable income in the hands of the Doctor under the *Income Tax Assessment Act 1997* (Cth), as amended or replaced from time to time.

19.4.8 A Doctor will not be entitled to payout of any unused entitlement under this clause upon retirement, resignation, redundancy or dismissal.

19.4.9 The reimbursement of up to the per annum amounts described in **clause 19.1** is inclusive of any applicable Fringe Benefits Tax.

VHIA Comment:

It is the Specialist's responsibility to identify and reconcile any FBT liability with the ATO from within his/her maximum annual level of CME Support.

19.4.10 There will be no transfer of any unexpended entitlement to funded support between Health Services. However, access to some funded support from the new Health Service should not be unreasonably withheld, provided that the total value of support provided by the relevant Health Services does not exceed the per annum amounts described in **clause 19.1** in any one financial year.

19.4.11 Any dispute as to the reasonableness and/or eligibility of a claim for CME reimbursement under this clause will be handled as follows:

(a) the Health Service will refer the claim back to the Doctor seeking clarification of the items in question. This clarification request will be in writing and the response from the Doctor will be in writing;

(b) if the matter remains unresolved, either party may refer the matter to an independent person or body for determination;

(c) the determination of the independent person or body will be final.

19.5. Any dispute in relation to the application of this clause may be dealt with through the Dispute Resolution Procedure in **clause 12** of this Agreement.

20. CHILDCARE COSTS REIMBURSEMENT

20.1. Where Doctors are required by a Health Service to work outside their ordinary rostered hours of work and where less than 24 hours' notice of the requirement to perform such overtime work has been given by the Health Service, other than recall when placed on call, the Doctor will be reimbursed for reasonable childcare expenses incurred.

21. ACCIDENT PAY

VHIA Comment:

The provisions of this clause now apply to both full-time and fractional Specialists.

21.1. **Definitions**

21.1.1 **Accident Pay – total incapacity**

Accident pay in respect of a Doctor deemed to be totally incapacitated under the AC Act means a weekly payment of an amount representing the difference between:

(a) the total amount of compensation paid under AC Act for the week in question; and

(b) the amounts payable to the Doctor for ordinary hours for the week at the rates payable in accordance with **Schedule B** of this Agreement.

21.1.2 **Accident Pay – partial incapacity**

(a) Accident pay in respect of a Doctor deemed to be partially incapacitated under the AC Act means a weekly payment of an amount representing the difference between:

(i) the total amount of compensation paid under the AC Act for the period in question together with the average weekly amount the Doctor is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the WorkCover Authority or as agreed between the parties); and

(ii) the amounts payable to the Doctor for ordinary hours for the week at the rates payable in accordance with **Schedule B** of this Agreement.

(b) The rate will be the same as that applying for a total incapacity. However, where the Doctor receives a weekly payment under this clause and the payment is subsequently reduced pursuant to the AC Act, the reduction will not increase the liability of the Health Service to increase the amount of accident pay in respect of that injury.

(c) Where a Doctor receives accident pay and the pay is payable for incapacity for part of a week, the amount will be a direct proportion.

21.1.3 **AC Act**

(a) For the purpose of this **clause 21** of this Agreement, AC Act means the *Accident Compensation Act 1985* (Vic).

(b) Where an entitlement to accident pay arises under this Agreement any reference to the AC Act will be deemed to include a reference to the *Workers Compensation Act 1958* (Vic).

21.1.4 **Injury**

(a) Injury has the same meaning and application as applying under the AC Act. No injury will result in the application of accident pay unless an entitlement exists under the AC Act.

21.2. **Entitlement to Accident Pay**

21.2.1 A Health Service will pay a Doctor accident pay where the Doctor receives payment in respect of a weekly incapacity (within the meaning of the AC Act) in respect of which the Health Service is liable to pay compensation under the AC Act. The Health Service's liability to pay accident pay may be discharged by another person on the Health Service's behalf.

21.2.2 Accident pay does not apply:

(a) for the first five normal working days of incapacity, except where a Doctor contracts an infectious disease in the course of duty and is entitled to receive workers compensation (in which case the Doctor will receive accident pay from the first day of incapacity)

(b) to any incapacity occurring during the first two weeks of employment, unless incapacity continues beyond this time. Subject to **clauses 21.2.2(a)** and **21.4** accident pay will only apply to the period of incapacity after the first two weeks of employment;

(c) to industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration (as determined by the AC Act) unless the Doctor has been employed with the Health Service at the time of the incapacity for a minimum period of one month.

21.2.3 A Doctor on engagement may be required to declare all workers compensation claims made in the previous five years. In the event of false or inaccurate information being knowingly

declared by the Doctor the Health Service is entitled to require the Doctor to forfeit his or her entitlement to accident pay under this clause.

21.3. **Cessation of Accident Pay**

21.3.1 A Doctor's entitlement to accident pay ceases:

(a) when the incapacity ceases;

(b) on the death of the Doctor;

(c) when the Doctor has received a total of 39 weeks' accident pay for any one injury;

(d) when there is a cessation or redemption of weekly compensation payments under the AC Act, in which case accident pay will cease from the date of such cessation or redemption; or

(e) where a Doctor refuses or fails to commence work after a medical referee, in accordance with the AC Act, has given a certificate specifying work for which the Doctor is fit and the Health Service makes this work available to the Doctor, in which case accident pay will cease from the date of the refusal or failure to commence work.

21.4. **Termination of employment**

21.4.1 Subject to **clauses 21.3**, **21.4.3** and **21.4.4** of this Agreement, a Doctor's entitlement to accident pay will continue on termination of employment by his or her Health Service, if the Doctor was incapacitated and receiving accident pay at the date of termination.

21.4.2 A Doctor with partial incapacity will continue to receive accident pay from their Health Service on termination of his or her employment if:

(a) the Health Service cannot provide suitable employment for the Doctor to perform; and

(b) alternative employment is available with another Health Service.

21.4.3 To qualify for the continuance of accident pay on termination of employment, a Doctor will provide evidence to his or her Health Service of the continuing payment of weekly workers compensation payments.

21.4.4 A Doctor's entitlement to accident pay on termination of his or her employment will cease if the termination is due to serious and/or wilful misconduct on the part of the Doctor.

21.5. **Absences on other paid leave**

21.5.1 A Doctor is not entitled to payment for accident pay in respect of any period of other paid leave of absence.

21.6. **Notice of injury**

21.6.1 A Doctor, on receiving an injury for which the Doctor claims to be entitled to receive accident pay, will give notice in writing of the injury to the Health Service as soon as reasonably practicable after the occurrence of the injury. Notice may be given by a representative of the Doctor.

21.7. **Medical examination**

21.7.1 To receive an entitlement to accident pay, a Doctor will conform to the requirements of the AC Act as to medical examinations.

21.8. **Civil damages claims**

21.8.1 A Doctor receiving or who has received accident pay will advise his or her Health Service of any action the Doctor may institute or any claim the Doctor may make for damages. The Doctor, if requested, will provide an authority to the Health Service entitling the Health Service to a charge upon any money payable pursuant to any judgment or settlement on that injury.

21.8.2 Where a Doctor obtains a judgment or settlement for damages in respect of an injury for which they have received accident pay, the Health Service's liability to pay accident pay will cease from the date of judgment or settlement. However, if the judgment or settlement for damages is not reduced, either in whole or in part, by the amount of accident pay made by the Health Service, the Doctor will pay to the Health Service any amount of accident pay already received in respect of that injury by which the judgment or settlement has not been reduced.

21.8.3 Where a Doctor obtains a judgment or settlement for damages against a person other than the Health Service in respect of an injury for which the Doctor has received accident pay, the Health Service's liability to pay accident pay will cease from the date of judgment or settlement. However if the judgment or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the Health Service, the Doctor will pay to the Health Service any amount of accident pay already received in respect of that injury by which the judgment or settlement has not been reduced.

21.9. **Variation in compensation rates**

21.9.1 Any changes in compensation rates under the AC Act will not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.

21.10. **Insurance against liability**

21.10.1 Nothing in this Agreement requires a Health Service to insure against liability for accident pay.

DIVISION 4 – LEAVE ARRANGEMENTS & PUBLIC HOLIDAYS

22. ANNUAL LEAVE

22.1. In accordance with the NES, a Doctor is entitled to four weeks' annual leave and shiftworkers are entitled to five weeks' annual leave. The remainder of this clause contains additional provisions dealing with annual leave.

22.2. Doctors who are required by the Health Service to make themselves available to participate in the Health Service's On-Call roster, and regularly accept calls from the Health Service, are entitled to five weeks' annual leave (pro-rata) each year.

22.3. A shiftworker who meets the requirements of **clause 22.1** is only entitled to a maximum of five weeks' annual leave each year.

22.4. **Public holidays during annual leave**

22.4.1 If a public holiday, as prescribed in this Agreement, falls within a period of annual leave, then extra time equivalent to the public holiday is added to the Doctor's annual leave.

22.5. Proportionate leave on termination

22.5.1 A Doctor whose employment is terminated with less than twelve months' service in any qualifying twelve monthly period will be granted pro rata leave or payment in lieu.

22.6. Sick leave whilst on annual leave

22.6.1 Sick leave during a period of annual leave is dealt with in the NES.

23. PERSONAL/CARER'S LEAVE

23.1. Paid personal/carer's leave

23.1.1 Paid personal/carer's Leave is available to a Doctor who is absent because of:

(a) personal illness or injury; or

(b) personal illness or injury of an immediate family or household member who requires the Doctor's care or support; or

(c) an unexpected emergency affecting an immediate family or household member; or

(d) the requirement to provide ongoing care and attention to another person who is wholly or substantially dependent on the Doctor, provided that the care and attention is not wholly or substantially on a commercial basis.

23.1.2 A full-time Doctor is entitled to 10 working days' paid personal/carer's leave for each year of service (pro rata for fractional Doctors).

23.1.3 In addition to, but separate from, personal/carer's leave under **clause 23.1.2**, a full-time Doctor is entitled to 18 working days' additional paid sick leave due to personal illness or injury for each year of service (pro rata for fractional Doctors).

23.1.4 A Doctor's entitlement under this clause accrues progressively during a year of service according to the Doctor's ordinary hours of work and unused personal/carer's leave and additional paid sick leave accumulates from year to year.

23.2. Immediate family or household

23.2.1 The term immediate family means:

(a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Doctor; or

(b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Doctor.

23.3. Use of accumulated personal/carer's leave

23.3.1 Unused personal/carer's leave and additional paid sick leave pursuant to **clause 23.1.3** accumulates from year to year.

23.3.2 This entitlement is subject to the following:

(a) the Doctor must notify the Health Service before the start of the first shift from which the Doctor will be absent. The Doctor must notify the Health Service of:

(i) the reasons for the Doctor taking such leave; and

(ii) the estimated length of absence;

(b) And additionally, in the case of carer's leave:

(i) the name of the person requiring care; and

(ii) the relationship of the person requiring care of the Doctor.

23.3.3 If the Doctor cannot give prior notice of absence, the Doctor must notify the Health Service by telephone as soon as practicable.

23.4. Transfer of unused personal leave accruals

23.4.1 Where a Doctor transfers from one Health Service to another, accumulated personal/carer's leave and additional paid sick leave pursuant to **clause 23.1.3** (if any) to the Doctor's credit up to a maximum of two hundred and eighty working days will be credited to the Doctor in his/her new employment. The onus of proving accumulated personal/carer's leave and additional paid sick leave pursuant to **clause 23.1.3** credit will rest with the Doctor, but a statement signed by an authorised Officer of the Doctor's former Health Service certifying the amount of accumulated personal/carer's leave and additional paid sick leave pursuant to **clause 23.1.3** credit will constitute acceptable proof.

23.5. Absence on public holidays

23.5.1 If the period during which a Doctor takes paid personal/carer's leave or additional paid sick leave pursuant to **clause 23.1.3** includes a day or part-day that is a public holiday in the place where the Doctor is based for work purposes, the Doctor is taken not to be on paid personal/carer's leave or additional paid sick leave pursuant to **clause 23.1.3** on that public holiday.

23.6. Unpaid personal leave

23.6.1 Where a Doctor has exhausted all paid personal/carer's leave entitlements, he/she is entitled to take unpaid carer's leave to provide care and support in the circumstances outlined in **clause 23.1** (and subject to **clauses 23.3.2 and 25**) of this Agreement. The organisation and the Doctor will agree on the period. In the absence of agreement the Doctor is entitled to take up to two (2) days' unpaid carer's leave per occasion.

24. COMPASSIONATE LEAVE

24.1. Amount of compassionate leave

24.1.1 Doctors are entitled to 2 days' compassionate leave on each occasion when a member of the Doctor's immediate family or household:

(a) contracts or develops a personal illness that poses a serious threat to his or her life; or

(b) sustains a personal injury that poses a serious threat to his/her life; or

(c) dies,

but only where such leave is taken:

(d) to spend time with the member of the Doctor's immediate family or household who has contracted or developed the personal illness or sustained the injury referred to above; or

(e) after the death of the member of the Doctor's immediate family or household.

24.1.2 Any unused portion of compassionate leave will not accrue from year to year and will not be paid out on termination.

24.1.3 Such leave does not have to be taken consecutively.

24.1.4 A Doctor may take unpaid compassionate leave by agreement with his or her Health Service.

25. EVIDENTIARY REQUIREMENTS – PERSONAL/CARER'S LEAVE & COMPASSIONATE LEAVE

Upon request, a Doctor must provide the Health Service evidence that would satisfy a reasonable person that the leave taken is for a reason specified in either **clause 23.1** or **clause 24.1** of this Agreement. The Doctor is not entitled to take leave under **clauses 23 or 24** unless the Doctor provides such evidence upon request.

26. PARENTAL LEAVE

26.1. Subject to the terms of this clause, Doctors are entitled to paid and unpaid maternity, paternity/partner and adoption leave in connection with the birth or adoption of a child.

26.2. **Definitions**

For the purposes of this clause:

26.2.1 **continuous service** is work for a Health Service on a regular and systematic basis (including any period of authorised leave or absence).

26.2.2 **child** means a child of the Doctor under school age except for adoption of an eligible child where 'eligible child' means a person under the age of 16 years who is placed with the Doctor for the purposes of adoption, other than a child or step-child of the Doctor or of the spouse of the Doctor or a child who has previously lived continuously with the Doctor for a period of six months or more.

26.2.3 **spouse** includes a de facto spouse, former spouse or former de facto spouse. The Doctor's "de facto spouse" means a person who lives with the Doctor as husband, wife or same sex partner on a bona fide domestic basis, although not legally married to the Doctor.

26.3. **Basic entitlement**

26.3.1 Doctors who have or will have completed at least twelve months' continuous service with the same Health Service or with any one or more Health Services, are entitled, subject to any extended leave granted under the NES, to a total of 52 weeks paid and unpaid parental leave in relation to the birth or adoption of their child, which must be taken by a Doctor in a single continuous period.

26.3.2 A component of the leave taken will be at full-pay (**Paid Parental Leave**), in accordance with the entitlements set out in the following table:

Type of leave	**Paid Parental Leave**
Maternity leave	10 weeks' salary
Paternity/partner	1 week's salary
Adoption leave – primary care giver	10 weeks' salary
Adoption leave – secondary care giver	1 week's salary

26.3.3 Notwithstanding **clause 26.3.2**, Paid Parental Leave may be taken at half-pay for twice the period of absence at the request of the Doctor.

26.3.4 A Doctor who does not satisfy the qualifying service requirement for the paid components of leave is only entitled to leave without pay for a period not exceeding 52 weeks.

26.4. **Employee Couple – Concurrent Leave**

Parents may take up to three weeks' leave (including any paid leave) concurrently in accordance with the NES.

26.5. **Maternity leave**

26.5.1 Subject to **clause 26.3.1** and unless agreed otherwise between the Health Service and Doctor, a Doctor may begin maternity leave at any time within six weeks immediately prior to the expected date of birth. Otherwise, the period of parental leave must start on the date of birth, or placement, of the child, as relevant, except where taken by spouses or de facto partners in accordance with the NES.

26.5.2 Where a Doctor continues to work within the six week period immediately prior to the expected date of birth of the child or is on paid leave under **clause 26.12.2** a Health Service may require the Doctor to provide a medical certificate containing the following statements (as applicable):

(a) a statement of whether the Doctor is fit for work;

(b) if the Doctor is fit for work—a statement of whether it is inadvisable for the Doctor to continue in her present position during a stated period because of:

(i) illness, or risks, arising out of the Doctor's pregnancy; or

(ii) hazards connected with the position.

26.5.3 The Health Service may require the Doctor to take a period of unpaid parental leave as soon as practicable if:

(a) the Doctor does not give the Health Service the certificate requested under **clause 26.5.2** within 7 days after the request; or

(b) within 7 days after the request, the Doctor gives the Health Service a medical certificate stating that the Doctor is not fit for work; or

(c) the following subparagraphs are satisfied:

(i) within 7 days after the request, the Doctor gives the Health Service a medical certificate stating that the Doctor is fit for work, but that it is inadvisable for the Doctor to continue in her present position for a stated period for a reason referred to in **clause 26.5.2(b)(i)** or **26.5.2(b)(ii)**; and

(ii) **clause 26.12** (transfer to a safe job) does not apply to the Doctor.

26.5.4 The period of leave under **clause 26.5.3** must not end later than the earlier of the following:

(a) the end of the pregnancy;

(b) if the Doctor has given the Health Service notice of the taking of a period of leave connected with the birth of the child (whether it is unpaid parental leave or some other kind of leave)—the start date of that leave.

26.5.5 The period of leave under **clause 26.5.3**:

(a) is an exception to the rule that the Doctor must take her unpaid parental leave in a single continuous period; and

(b) is an exception to the rules about when the Doctor's period of unpaid parental leave must start.

26.5.6 The Doctor is not required to comply with the evidentiary requirements in **clause 26.7** in relation to the period of leave.

26.5.7 Where leave is granted under **clause 26.6.1** during the period of leave, a Doctor may return to work at any time as agreed between the Health Service and the Doctor, provided that time does not exceed four weeks from the recommencement date desired by the Doctor.

26.6. Personal illness leave and special maternity leave

26.6.1 Where the pregnancy of a Doctor, not then on maternity leave, terminates other than by the birth of a living child, the Doctor must, as soon as practicable, give notice to the Health Service of the taking of leave advising the Health Service of the period, or expected period, of the leave (the Health Service may require the Doctor to provide evidence that would satisfy a reasonable person that the leave is taken for a reason below, including without limitation a medical certificate, as a precondition to taking the leave) in accordance with the following:

(a) where the pregnancy terminates during the first 20 weeks, during the notified period/s the Doctor is entitled to access any paid and/or unpaid personal illness leave entitlements in accordance with the relevant personal leave provisions and any unpaid special maternity leave that may apply under the NES; and

(b) where the pregnancy terminates after the completion of 20 weeks, during the notified period/s the Doctor is entitled to paid special maternity leave not exceeding the amount of paid

maternity leave available under **clause 26.3**, and thereafter, to unpaid special maternity leave under the NES.

26.6.2 Where a Doctor not then on maternity leave is suffering from a pregnancy related illness she may take any paid personal illness leave to which she is entitled and/or unpaid personal illness leave in accordance with the relevant personal illness leave provisions under this Agreement and the NES (including in relation to unpaid special maternity leave).

26.7. Notice and evidentiary requirements

26.7.1 A Doctor must provide notice to the Health Service in advance of the expected date of commencement of parental leave, as follows.

(a) The Doctor must give written notice of the taking of parental leave (including the intended start and end dates of the leave) at least 10 weeks before commencing leave.

(b) Where this is not practicable (for example, if such failure results from confinement occurring earlier than the expected date, or from a requirement of an adoption agency to accept earlier or later placement of a child), the Doctor will provide such notice as soon as is practicable.

26.7.2 At least four weeks before the intended start date, as notified under **clause 26.7.1**, the Doctor must in writing confirm the intended start and end dates of the leave, or advise the Health Service of any changes to these dates, unless it is not practicable to do so.

26.7.3 In the case of maternity or paternity leave, the Health Service may require the Doctor to provide such evidence as would satisfy a reasonable person of the date of birth including, without limitation, a medical certificate stating the date of birth or expected date of birth of the child.

26.7.4 In the case of adoption leave the Health Service may require the Doctor to provide such evidence as would satisfy a reasonable person of the day of placement or expected day of placement of the child; and that the child is, or will be, under 16 as at the day of placement or expected day of placement.

26.7.5 When the Doctor gives notice under **clause 26.7.1** the Doctor must also provide a statutory declaration stating particulars of any period of partner leave sought or taken by the Doctor's spouse and that for the period of parental leave the Doctor will not engage in any conduct inconsistent with his or her contract of employment.

26.7.6 A Doctor is not entitled to take paid parental leave unless he or she has complied with **clause 26.7.1** to **26.7.5** inclusive, as relevant. A Doctor is not entitled to take unpaid parental leave unless he or she has complied with **clause 26.7.1** to **26.7.4** inclusive, as relevant.

26.8. Unpaid pre-adoption leave

26.8.1 A Doctor seeking to adopt a child is, on the production of satisfactory evidence if required, entitled to unpaid leave for the purpose of attending any interviews or examinations necessary to the adoption procedure. The Doctor and the Health Service may agree on the length of the unpaid leave. Where agreement cannot be reached the Doctor is entitled to take up to two days unpaid leave. Where paid leave is available to the Doctor the Health Service may require the Doctor to take such leave instead.

26.9. **Variation of period of parental leave**

26.9.1 Unless agreed otherwise between the Health Service and Doctor, where a Doctor takes leave under **clause 26.3** for less than the available period, the Doctor may apply to their Health Service to extend the period of parental leave, within the available period, on one occasion.

26.9.2 Any such change must be notified in writing at least four weeks prior to the start of the changed arrangements. The notice must specify the new end date of the parental leave.

26.10. **Right to request extended parental leave**

A Doctor may request an extension of the period of unpaid parental leave provided for in **clause 26.3** in accordance with the NES.

26.11. **Parental leave and other entitlements**

26.11.1 A Doctor may, in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed in accordance with the NES.

26.11.2 Where a public holiday occurs during a period of paid parental leave the public holiday is not to be regarded as part of the paid parental leave and the Health Service will grant the Doctor a day off in lieu to be taken by the Doctor immediately following the period of paid parental leave.

26.12. **Transfer to a safe job**

26.12.1 Where a Doctor is pregnant and provides evidence that would satisfy a reasonable person (including, without limitation, a medical certificate) that she is fit for work, but it is inadvisable for her to continue in her present position during a stated period (the **risk period**) because of illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Doctor, the Health Service will transfer the Doctor to an appropriate safe job (as defined in the NES), provided one exists, with no other change to the Doctor's terms and conditions of employment (by reference to the hours actually worked) during the risk period.

26.12.2 Where no appropriate safe job is available, the Doctor may take paid no safe job leave in accordance with the NES.

26.12.3 If the Doctor's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

26.12.4 If a Doctor is on paid no safe job leave during the six week period before the expected date of birth of the child, and the Doctor has failed to comply with a request by the Health Service for a medical certificate stating whether the Doctor is fit for work, the Health Service may require the Doctor to take unpaid parental leave, in accordance with the NES.

26.12.5 The entitlement to no safe job leave is in addition to any other leave entitlement the Doctor has.

26.12.6 **Clauses 26.5.4**, **26.5.5 and 26.5.6** of this Agreement apply to the period of leave.

26.13. **Returning to work after a period of parental leave**

26.13.1 A Doctor will notify the Health Service of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

26.13.2 Subject to **clause 26.13.3** a Doctor will be entitled to the position which they held immediately before proceeding on parental leave. In the case of a Doctor transferred to a safe job pursuant to **clause 26.12,** the Doctor will be entitled to return to the position they held immediately before such transfer.

26.13.3 Where such position no longer exists but there are other positions available which the Doctor is qualified for and is capable of performing, the Doctor will be entitled to a position as nearly comparable in status and pay to that of their former position.

26.14. Replacement Doctors

26.14.1 A replacement Doctor is a Doctor specifically engaged or temporarily promoted or transferred as a result of a Doctor proceeding on parental leave.

26.14.2 Before a Health Service engages a replacement Doctor the Health Service must inform that person of the temporary nature of the employment and of the rights of the Doctor who is being replaced.

26.15. Consultation and Communication during Parental leave

26.15.1 Where a Doctor is on parental leave and a definite decision has been made that will have a significant effect on the status, pay or location of the Doctor's pre-parental leave position, the Health Service will take all reasonable steps to give the Doctor information about, and an opportunity to discuss, the effect of the decision on that position.

26.15.2 The Doctor will take reasonable steps to inform the Health Service about any significant matter that will affect the Doctor's decision regarding the duration of parental leave to be taken and whether the Doctor intends to return to work.

26.15.3 The Doctor will also notify the Health Service of changes of address or other contact details which might affect the Health Service's capacity to comply with **clause 26.15.1**.

27. RIGHT TO REQUEST FLEXIBLE WORKING ARRANGEMENTS

A Doctor who is a parent or has responsibility for the care of a child under school age or under 18 and has a disability may request flexible working arrangements in accordance with the NES.

28. LONG SERVICE LEAVE

VHIA Comment:

The provisions of this clause now apply to both full-time and fractional Specialists.

28.1. Entitlement

28.1.1 A Doctor is entitled to long service leave with pay, in respect of continuous service with Institutions and Statutory Bodies, in accordance with the provisions of this clause.

28.1.2 The amount of such entitlement will be:

(a) On completion by the Doctor of fifteen years' continuous service, six months' long service leave and thereafter an additional two months long service leave on the completion of each additional five years of service;

(b) In addition, in the case of a Doctor who has completed more than fifteen years' service and whose employment is terminated otherwise than by the death of the Doctor, an amount of long service leave equal to one-thirtieth of the period of her/his service since the last accrual of entitlement of long service leave under **clause 28.1.2(a)**; and

(c) In the case of a Doctor who has completed at least ten years' service but less than fifteen years' service and whose employment is terminated for any cause other than serious and wilful misconduct, such amount of long service leave as equals 1/30th of the period of service.

28.1.3 **Continuous Service** for the purpose of **clause 28.1.2** is continuous service with Institutions and Statutory Bodies as accrued by the Doctor:

(a) under any industrial instrument in operation in Victoria prior to the date upon which this Agreement applies to the Doctor; and

(b) pursuant to **clause 28.2**, after the date upon which this Agreement applies to the Doctor.

28.2. **Service entitling to leave**

28.2.1 The service of a Doctor will include service for which long service leave or payment in lieu has not been received in one or more Institutions including Statutory Bodies directly associated with such Institutions for the period required by **clause 28.1** of this Agreement.

28.2.2 Service also includes all periods during which a Doctor was serving in Her Majesty's Forces or was made available by the Health Service for National Duty.

28.2.3 In the case of Doctors who commence employment with a Victorian public Health Service after 30 November 2008, service includes service with an interstate government health service, provided that such interstate government health service employment was within 2 months of commencing employment with a Victorian public Health Service.

28.2.4 When calculating the aggregate of service entitling a Doctor to leave any period of employment with any one of the said Institutions or Statutory Bodies of less than six months duration will be disregarded.

28.2.5 Where a business is transferred from one Health Service (the transferor) to another Health Service(the transferee), a Doctor who worked with the transferor and who continued in the service of the transferee will be entitled to count her/his service with the transferor as service with the transferee for the purposes of this clause.

28.2.6 For the purpose of this clause, service will be deemed to be continuous notwithstanding:

(a) the taking of any annual leave or long service leave or other paid leave approved in writing by the Health Service and not covered by paragraphs (b) and (d) below;

(b) any absence from work of not more than fourteen days in any year on account of illness or injury or if applicable such longer period as provided in **clause 23 – Personal/Carers' Leave**;

(c) any interruption or ending of the employment by the Health Service if such interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;

(d) any leave of absence on account of injury arising out of or in the course of the employment of the Doctor for a period during which payment is made under **clause 23 – Personal/Carers' Leave**;

(e) any leave of absence of the Doctor where the absence is authorised in advance in writing by the Health Service to be counted as service;

(f) any interruption arising directly or indirectly from an industrial dispute;

(g) any period of absence from employment between the engagement with one of the said Institutions or Statutory Bodies and another provided it is less than the Doctor's allowable period of absence from employment. A Doctor's allowable period of absence from employment will be five weeks in addition to the total period of paid annual leave and/or sick leave which the Doctor actually receives on termination, or for which the Doctor is paid in lieu;

(h) the dismissal of the Doctor if the Doctor is re-employed within a period not exceeding two months from the date of such dismissal;

(i) any absence from work of a female Doctor for a period of twelve months in respect of any pregnancy;

(j) any other absence of a Doctor by leave of the Health Service, or on account of injury arising out of or in the course of employment not covered by paragraph (d) above.

28.2.7 In calculating the period of continuous service of any Doctor, any interruption or absence of a kind mentioned in paragraphs (a) to (d) will be counted as part of the period of service, but any interruption or absence of a kind mentioned in paragraphs (e) to (j) will not be counted as part of the period of service unless it is so authorised in writing by the employer.

28.2.8 The onus of proving a sufficient aggregate service to support a claim for any long service leave entitlement will at all times rest upon the Doctor concerned.

28.3. **Payment in lieu of long service leave on the death of a Doctor**

28.3.1 Where a Doctor who has completed at least ten years' service dies while still in the employ of the Health Service, the Health Service will pay to such Doctor's personal representative, a sum equal to the pay of such Doctor for one-thirtieth of the period of the Doctor's continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the Doctor.

28.4. **Payment for period of leave**

28.4.1 Payment to a Doctor in respect of long service leave will be made in one of the following ways:

(a) in full in advance when the Doctor commences leave;

(b) at the same time as payment would have been made if the Doctor had remained on duty; or

(c) in any other way agreed between the Health Service and the Doctor.

28.4.2 Where the employment of the Doctor is for any reason terminated before taking long service leave to which the Doctor is entitled or where any long service leave accrues to a Doctor pursuant to **clause 28.1.2(b)** of this Agreement, the Doctor will, subject to the provisions of **clause 28.4.5** below, be entitled to pay in respect of such leave as at the date of termination of employment.

28.4.3 Where any long service leave accrues to a Doctor pursuant to **clause 28.1.2(a)** of this Agreement, the Doctor will be entitled to pay in respect of such leave as at the date of termination of employment.

28.4.4 Provided in the case of a Doctor who accrues entitlement pursuant to **clause 28.1.2(a)** of this Agreement and who intends to be re-employed by another Institution or Statutory Body:

(a) such a Doctor may in writing request payment in respect of such leave to be deferred until after the expiry of the Doctor's allowable period of absence from employment provided in **clause 28.2.6(g)** of this Agreement.

(b) except where the Doctor gives notice in writing that the Doctor has been employed by another Institution or Statutory Body, payment will be made in respect of such leave at the expiry of the Doctor's allowable period of absence from employment; and

(c) where a Doctor gives notice in writing that the Doctor has been employed by another Institution or Statutory Body, the Health Service is no longer required to make payment to the Doctor in respect of such leave.

28.4.5 Where an increase occurs in the ordinary time rate of pay during any period of long service leave taken by the Doctor, the Doctor will be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

28.5. **Taking of leave**

28.5.1 When a Doctor becomes entitled to long service leave, such leave will be granted by the Health Service within six months from the date of the entitlement but the taking of such leave may be postponed to such a date as is mutually agreed.

28.5.2 Any long service leave will be inclusive of any public holidays occurring during the period when the leave is taken.

28.5.3 If the Health Service and Doctor so agree:

(a) the first six months long service leave to which a Doctor becomes entitled may be taken in two or three separate periods; and

(b) any subsequent period of long service leave to which a Doctor becomes entitled may be taken in two separate periods.

28.5.4 The Health Service may agree with a Doctor to grant long service leave to the Doctor before entitlement to that leave has accrued; provided that such leave will not be granted before the Doctor has completed ten years' service.

28.5.5 Where the employment of a Doctor who has taken long service leave in advance is subsequently terminated for serious and wilful misconduct before entitlement to long service leave has accrued, the Health Service may, from whatever remuneration is payable to the Doctor upon termination, deduct and withhold an amount in respect of the leave in advance.

28.6. **Definitions**

28.6.1 For the purpose of this clause the following definitions apply:

(a) **pay** means:

(i) for a Full-time Doctor**,** the remuneration for a Doctor's normal weekly hours of work calculated, at the Doctor's ordinary time rate of pay, at the time the leave is taken or (if the Doctor dies before the completion of leave so taken) as at the time of death; and will include the amount of any increase to the Doctor's ordinary time rate of pay which occurred during the period of leave as from the date such increase operates provided that where accommodation is made available to a Doctor during his period of leave and, where a deduction is made for the rental, such amount will be deducted from the pay from the period of leave;

(ii) for a Fractional Doctor, the remuneration calculated on the average of their ordinary hours of work applying over the two years of employment immediately preceding the taking of leave.

(b) **month** means a calendar month. For example:

(i) A month commencing on 15 April will end at the close of business on 14 May; and

(ii) A month commencing on 31 October will end at the close of business on 30 November.

(c) **Institution** means any hospital, health service (whether or not listed in **Schedule A**) or benevolent home, community health centre, Society or Association registered pursuant to the *Health Services Act 1988* (Vic);

(d) **Statutory Body** means the Department of Health (Victoria) and, formerly, the Department of Human Services Victoria;

(e) **Transfer** includes transmission, conveyance, assignment or succession whether by agreement or by operation of law and **transferred** has a corresponding interpretation.

29. PUBLIC HOLIDAYS

VHIA Comment:

The public holiday provisions for Specialists have changed from previous descriptions of this entitlement to reduce – if not eliminate – the potential for paying a Specialist 'twice' with respect to celebration of a single holiday occasion (eg, where Christmas Day falls on a Saturday or a Sunday and a substitute or additional day for that occasion is prescribed in the Victorian *Public Holidays Act 1993*).

29.1. **Entitlement to be Absent on a Public Holiday**

29.1.1 A Doctor shall be entitled to paid time off (or penalty payments for time worked) in respect of public holidays in accordance with this clause.

29.1.2 Subject to **clause 29.3**, the public holidays to which this clause applies are the days determined under Victorian law as public holidays in respect of the following occasions:

(a) New Year's Day, Australia Day, Christmas Day and Boxing Day; and

(b) Good Friday, the Saturday immediately before Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday and Labour Day; and

(c) Melbourne Cup Day, or in lieu of Melbourne Cup Day, some other day as determined under Victorian law for a particular locality; and

(d) any additional public holiday declared or prescribed in Victoria or a locality in respect of occasions other than those set out in paragraph (a);

(e) if a day or days are not determined in respect of any of the occasions those set out in paragraphs (a), (b) or (c) under Victorian law in any year, the public holiday for that occasion will be the day or date upon which the public holiday was observed in the previous year.

29.2. **Applicability of penalty payments for some public holidays falling on a weekend**

29.2.1 When Christmas Day, Australia Day, Boxing Day, or New Year's Day (**Actual Day**) is a Saturday or a Sunday, and a substitute or additional holiday is determined under Victorian law on another day in respect of any of those occasions (**Other Day**):

(a) Weekend Workers shall receive penalty payments pursuant to **clause 29.4** for time worked on the Actual Day or on the Other Day if the Doctor does not work ordinary hours on the Actual Day; and

(b) All other Doctors will receive penalty payments pursuant to **clause 29.4** for time worked on the Other Day.

29.2.2 For the purpose of this clause only, a **Weekend Worker** is a Doctor who works ordinary hours on a Saturday or Sunday.

29.3. **Substitution of one public holiday for another**

29.3.1 A Health Service, with the agreement of the Associations, may substitute another day for any prescribed in this clause other than Christmas Day, Boxing Day, New Year's Day and Australia Day:

(a) A Health Service and its Doctors may agree to substitute another day for any prescribed in this clause (other than Christmas Day, Boxing Day, New Year's Day and Australia Day). For this purpose, the consent of the majority of affected Doctors shall constitute agreement.

(b) An agreement pursuant to **paragraph 29.3.1** shall be recorded in writing and be available to every affected Doctor.

(c) The Associations shall be informed of an agreement pursuant to **paragraph 29.3.1** and may within seven days refuse to accept it. The Associations will not unreasonably refuse to accept the agreement.

(d) If an Association refuses to accept an agreement, the parties will seek to resolve their differences to the satisfaction of the Health Service, the Doctors and the Association.

29.3.2 A Doctor is entitled to be absent from his or her employment on a day or part-day that is a public holiday in the place where the Doctor is based for work purposes. However, a Health Service may request a Doctor to work on a public holiday provided the request is reasonable.

29.3.3 If a Health Service requests a Doctor to work on a public holiday, the Doctor may refuse the request if:

(a) the request is not reasonable; or

(b) the refusal is reasonable.

29.3.4 In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:

(a) the nature of the Health Service's workplace or enterprise (including its operational requirements), and the nature of the work performed by the Doctor;

(b) the Doctor's personal circumstances, including family responsibilities;

(c) whether the Doctor could reasonably expect that the Health Service might request work on the public holiday;

(d) whether the Doctor is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;

(e) the type of employment of the Doctor (for example, whether full-time, part-time or shift-work);

(f) the amount of notice in advance of the public holiday given by the Health Service when making the request;

(g) in relation to the refusal of a request – the amount of notice in advance of the public holiday given by the Doctor when refusing the request; and

(h) any other relevant matter.

29.4. **Payment Calculation**

29.4.1 A Doctor who is requested to and does work on a day or part-day that is a public holiday is entitled to be paid for the time worked at the rate of double time and one half (2.5) or, by mutual agreement, be paid at single time (1.0) and have one and one half (1.5) days added to their annual leave.

29.4.2 Any Doctor must receive a sum equal to one (1) day's ordinary pay for public holidays that occur on their rostered days off.

29.4.3 If a Doctor is absent from his or her employment on a day or part-day that is a public holiday, the Health Service must pay the Doctor at the Doctor's base rate of pay for the Doctor's ordinary hours of work on the day or part-day.

29.4.4 **Clause 29.4** does not apply to Recall pursuant to **clause 41.1**.

30. SABBATICAL LEAVE

VHIA Comment:

The provisions of this clause now formally apply to both full-time and fractional Specialists.

30.1. **Definitions**

30.1.1 For the purpose of this clause only, the following definitions apply:

(a) **Salary** or **Wage** means the Doctor's salary or wage (including allowances) at the time leave is taken;

(b) **Service** means, subject to **clause 30.3.4** of this Agreement, service from the date of first entering employment with the Health Service or Statutory Body (whether or not such Health Service or Statutory Body has been transmitted from one Health Service to another during the period such employment), and includes all periods of paid leave including all periods during which the Doctor was serving in Her Majesty's Forces or was made available by the Health Service or Statutory Body for National Duty; and

(c) **Statutory Body** means the Department of Health (Victoria) and, formerly, the Department of Human Services Victoria.

30.1.2 Where for the sole purpose of undertaking a course of study or research related to his or her work, a Doctor is with the written approval of the Health Service or Statutory Body absent without pay for up to but not exceeding 52 weeks, the absence will not be deemed to have broken continuity of service but will not be counted in aggregating service for the purpose of establishing an entitlement to Sabbatical Leave.

30.2. Subject to the provisions set out in **clause 30.3** of this Agreement, a Doctor, after the completion of a period of six years' continuous service and who has been engaged in medical undergraduate or postgraduate teaching or research with a Health Service throughout that period is entitled to leave of absence.

30.3. **Entitlement**

(Note: A Doctor's entitlement under this clause may be affected by clause 6 (Savings of Local Agreements))

30.3.1 A Doctor who has been in the service of the same Health Service for the period specified in **clause 30.2** of this Agreement is entitled to a maximum of 26 weeks' leave of absence on full salary or wages.

30.3.2 A Doctor who is and has been in the service of one or more Health Services (including any Statutory Body directly associated with such Health Service or Health Services) for an aggregate period specified in **clause 30.2** of this Agreement, is entitled to a maximum of 26 weeks' leave of absence on full salary or wages. In calculating such aggregate service any period of employment in any one Health Service of less than six continuous months' duration is disregarded. Further, in respect of any period of absence from employment between an engagement with one Health Service and another of five weeks' or less (excluding all periods of paid annual leave, long service leave or sick leave) service is deemed to be unbroken, but it

is necessary for a Doctor as part of his/her qualification for any sabbatical leave entitlement to serve such additional period as equals the total period of all such absences.

30.3.3 Sabbatical leave may be taken in two periods of up to 13 weeks' duration which are taken within 2 years of each other.

30.3.4 The onus of proving a sufficient aggregate of service to support a claim for sabbatical leave will rest with the Doctor.

30.3.5 The sabbatical leave will be given as soon as practicable having regard to the needs of the Health Service, but the taking of such leave may be postponed to a mutually agreed date.

30.3.6 The Doctor's application for sabbatical leave must be in writing and contain adequate details of the proposed programme of study or research.

30.3.7 Where the Health Service does not approve the Doctor's programme of study or research within three months of the written application and details, the Health Service must refer the matter to the Advisory Board or Electoral College (however titled) of the Health Service. The Health Service and the Doctor must comply with the written advice of the Advisory Board or Electoral College except that it may be varied by mutual agreement between the Health Service and the Doctor.

30.3.8 Subject to **clause 30.3.3**, where a Doctor proceeds on sabbatical leave of less than 26 weeks' duration, the Doctor will be deemed to have received his/her full entitlement under this clause and he/she will not be entitled to claim an entitlement representing (in part or in whole) the balance of the 26 weeks (if any). The absence of a Doctor on sabbatical leave will be prima facie evidence that he/she has received his/her full entitlement under this clause. Where sabbatical leave is taken in two periods of 13 weeks as allowed under **clause 30.3.3**, the provisions of this paragraph will apply to each 13 week period.

30.3.9 Where a Doctor has proceeded on sabbatical leave, a subsequent qualifying period as specified in **clause 30.2** of this Agreement, will not commence to run until the date of the Doctor's return to duty following sabbatical leave; provided that where by mutual agreement a Doctor has delayed the taking of sabbatical leave, that period of service between the end of the qualifying period and the taking of such leave will be included as part of a subsequent qualifying period.

31. COMMUNITY SERVICE LEAVE

A Doctor is entitled to unpaid leave for a reasonable period of time to participate in an eligible community service activity, including a voluntary emergency management activity in accordance with the NES.

32. CONTINUING MEDICAL EDUCATION LEAVE

32.1. Eligibility

32.1.1 Continuing Medical Education (**CME**) Leave is available to Full-Time and Fractional Doctors.

32.2. Leave entitlement:

32.2.1 Doctors are entitled to 2 weeks leave (pro rata for Fractional Doctors) for relevant CME Leave each year on full pay unless the Chief Medical Officer/delegate approves a greater entitlement in writing. Such entitlement shall accumulate to a maximum of two years of entitlement (4

weeks, pro rata) unless otherwise approved in writing by the Health Service's Chief Medical Officer/delegate.

32.2.2 For the purposes of this clause, a "week" is defined as the normal hours/days worked by the Doctor consistent with this Agreement or Contract or Letter of Appointment.

32.2.3 This entitlement to CME Leave wholly replaces any previous entitlement to Conference Leave or any other paid study or CME leave (other than Sabbatical Leave) provided.

32.2.4 Entitlements to Conference / Study Leave accrued prior to the commencement of this clause will be transferred in full to the entitlements accrued pursuant to this clause, subject to the maximum accumulation prescribed above.

32.2.5 The payment entitlement for CME Leave for Doctors employed on a Fractional basis will be in accordance with their Fractional allocation.

32.3. **Applying for and Granting of Leave:**

32.3.1 Subject to agreement otherwise, applications for leave will be made at least four weeks in advance in writing to the Chief Medical Officer or Delegate.

32.3.2 Approval will not be unreasonably withheld.

32.3.3 The Doctor may be required to report to the Health Service's executive and/or to the medical cohort on the knowledge or skills acquired by undertaking the approved CME activity.

DIVISION 5 – WORK ARRANGEMENT & RELATED MATTERS

33. CERTIFICATE OF SERVICE

33.1. The Health Service will record the following particulars in respect of each Doctor:

(a) Date of commencement of employment;

(b) Date of termination of employment;

(c) Total period of service (years and months);

(d) Long Service Leave taken during the period of service, or payments made in lieu thereof; and

(e) Accumulated personal/carer's leave at termination.

33.2. On request, a copy of the record will be furnished to the Doctor.

33.3. A certificate in the following form will be acceptable:

Certificate of Service

(Name of Institution) (Date)

This is to certify that_____(Name of Doctor)

was employed by this Institution/Society/Board (the Health Service) for the period:

From _____ To _____

During the above period, the Doctor had unpaid leave or absences that impact on the accrual

of Long Service Leave totalling _____(years and days)

During the above period, the Doctor utilised accrued Long Service Leave totalling

_____ months

The Health Service has recognised net additional service for Long Service Leave purposes with

another Health Service or Health Services for the Doctor totalling _____

(years and days) which was paid out/not paid out (strike out whichever is not applicable) by the

former Health Service(s).

The Doctor had accrued personal leave totalling _____ hours as at the date of

cessation of employment with the Health Service

Position held: Classification Held:

Signed: (Stamp of Institution):

34. CLINICAL SUPPORT TIME

34.1. Appropriate proportions of a Specialist's normal (base) weekly hours should be devoted to clinical and non–clinical activities. An agreement as to the proportion of such time allocation will be determined at the commencement of employment and/or as part of annual work plan/performance review processes. Such agreements shall have regard to College guidelines where applicable.

34.2. While this Agreement does not accord a specific quantum of Clinical Support Time to an individual, Doctors, on average, should devote 20% of their normal weekly hours to non-clinical professional duties. 'Non-clinical professional duties' include administration, attendance at departmental or Health Service meetings, CME/ maintenance of professional standards, quality assurance, research other than clinical research, audit and post-graduate and undergraduate teaching activities.

34.3. In cases of Fractional Specialists working minimal hours in the public sector and in roles where non-clinical duties are not required, such a proportion of time for non-clinical activity may not be allocated.

34.4. The actual quantum of Clinical Support Time enjoyed by an individual Doctor is to be determined locally between the Doctor and the Health Service having regard to the above.

VHIA Comment:

The level and arrangement of Clinical Support Time can only be established by negotiation and agreement between a health service and a Specialist. Nonetheless, health services must strike some agreement with their Specialists to ensure provision of Clinical Support Time to an average of 20% in accordance with funding already provided to health services.

35. PROVISION OF MOBILE PHONE OR REIMBURSEMENT OF COST

35.1. When a Health Service requires a Doctor to be in telephone contact for work purposes, the Health Service must provide a fully funded mobile phone for the Doctor's work use; or fully reimburse the Doctor for all reasonable and actual costs incurred by the Doctor when making or receiving work related telephone calls.

36. PHYSICAL WORKING CONDITIONS

36.1. It is agreed that the following infrastructure standards should be met at all Health Services:

(a) access to workstations, telecommunication and information technology capable of ensuring administrative and similar work can be accomplished efficiently;

(b) 24 hour access to library and all of its resources;

(c) reserved car parking paid for by the Health Service and available for a Doctor on on-call and recalled. The parking spaces must be well lit and in a secure place within 200 metres from the front door of the Health Service main entrance;

(d) access to Internet and e-mail facilities for work purposes;

(e) office available for private discussion with patient's relatives;

(f) access to security escort at night.

36.2. Where the above is currently not the case, the parties will consult to discuss how quickly the situation can be remedied within available capital funding budgets.

37. INSURANCE ALLOWANCE

37.1. Doctors who exercise rights of private practice in the course of their employment and who pay across all or part of the income to the Health Service or a "Dillon" or like fund shall be paid an allowance to assist to meet the costs of private Medical Indemnity Insurance.

37.2. The allowance for a Full-time Doctor will be $484 per annum in the 2013/14 financial year (paid on the date of commencement of this Agreement); $500 per annum in the 2014/15 financial year (paid on 1 July 2014); and $516 per annum in the 2015/16 financial year and thereafter (paid on 1 July 2015 and each 1 July thereafter).

37.3. For Fractional Doctors, the insurance allowance is pro rata based on the Doctor's base fractional appointment (up to $48.40 in the 2013/14 financial year; $50.00 for the 2014/15 financial year; and $51.60 for the 2015/16 financial year and thereafter, for each 0.1 fraction / 3.5 hours). The allowance is payable on the same dates referred to in clause 37.2 above and based on the Fractional Doctor's time fraction on those dates.

VHIA Comment:

The allowance described under either sub-clause 37.2 or 37.3 is payable as a single lump-sum of the specified amount The allowance is only payable to Specialists who are employed by a health service on the dates specified in those sub-clauses and at a rate determined by the Specialist's normal time fraction on those dates.

The allowance amount cannot be pro-rated for the length of a Specialist's employment within a given financial year.

For example, a Specialist who commences employment after 1 July 2014 is not entitled to any payment of the allowance with respect to the 2014-15 financial year. His/her first payment of the allowance would occur on 1 July 2015 (provided his/her employment continues until at least that date). However, a Specialist who is employed on 1 July 2014 but whose employment ends any time between 2 July 2014 and 30 June 2015 is entitled the full allowance for the 2014-15 financial year.

This allowance is not intended to be included in superable salary.

DIVISION 6 – TERMINATION OF EMPLOYMENT

38. TERMINATION OF EMPLOYMENT – NOTICE OF TERMINATION

38.1. Either the Health Service or a Doctor may terminate the employment by giving three months' written notice to the other party, or any other period as agreed between the Health Service and the Doctor, subject to the requirements of the NES.

38.2. The Health Service may provide a payment in lieu of part or all of the notice period prescribed in **clause 38.1**.

38.3. Subject to financial obligations imposed on the Health Service by any Act, if a Doctor fails to give notice the Health Service shall have the right to withhold monies due to the Doctor with a maximum amount equal to the ordinary time rate of pay for the period of notice.

38.4. In calculating any payment in lieu of notice, the wages to be used will be those the Doctor would have received in respect of the ordinary time worked during the period of notice had the Doctor's employment not been terminated.

38.5. The period of notice in **clause 38.1** does not apply where the conduct of a Doctor justifies instant dismissal, or to those engaged for a fixed term, specific period of time or for a specified task or tasks.

PART B – CLAUSES THAT APPLY ONLY TO FULL-TIME DOCTORS

39. CONTINUOUS DUTY

39.1. All full time Doctors will remain on duty when patient needs require, notwithstanding the occurrence of normal meal breaks, conferences or the expiration of their normal hours. Payment for this availability is included in the rates of pay for Full-time Doctors in **Table 2** of **Schedule B**.

40. ON-CALL

40.1. All full time Doctors will hold themselves available to perform duty outside ordinary hours. Payment for this availability is included in the rates of pay for full-time Doctors in **Table 2** of **Schedule B**.

40.2. A full-time Doctor required to be On-call will provide appropriate means of transport.

41. RECALL

41.1. A full-time Doctor who is recalled for duty away from the place at which the Doctor is available for contact will, in respect of each recall, be paid an amount equal to 1/38th of the weekly wage rate specified in **Table 2** of **Schedule B**, as payment for time spent in travelling, and will also be paid for the time spent at the place to which the Doctor is recalled at an hourly rate of time and a half on weekdays and double time on weekends or public holidays.

41.2. A full-time Doctor recalled who does not use personal transport will be provided at the expense of the Health Service with suitable return transport.

42. HOURS OF WORK

42.1. The ordinary hours of work for a full-time Doctor will be an average of 38 hours per week and may be worked by agreement between the Health Service and the full-time Doctor in one of the following ways:

(a) over five days per week or over 19 days per four week period;

(b) over 40 hours in any period of seven consecutive days or 80 hours in any period of 14 consecutive days; or

(c) 38 hours per week over five days per week or, as agreed between the full-time Doctor and the Health Service, averaged over four days per week or a longer roster period.

42.2. A Health Service may require a Doctor to work reasonable additional hours. In determining whether additional hours are reasonable, the following must be taken into account:

(a) any risk to Doctor health and safety from working the additional hours;

(b) the Doctor's personal circumstances, including family responsibilities;

(c) the needs of the workplace or enterprise in which the Doctor is employed;

(d) whether the Doctor is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;

(e) any notice given by the Health Service of any request or requirement to work the additional hours;

(f) any notice given by the Doctor of his or her intention to refuse to work the additional hours;

(g) the usual patterns of work in the industry, or the part of an industry, in which the Doctor works;

(h) the nature of the Doctor's role, and the Doctor's level of responsibility;

(i) whether the additional hours are in accordance with averaging terms included in the Agreement;

(j) any other relevant matter.

43. ANNUAL LEAVE LOADING

43.1. At the time of taking annual leave under **clause 22**, a full-time Doctor will be paid a loading of 17.5% of the weekly wage based on four weeks' paid annual leave. Such payments made are subject to a maximum payment of the equivalent of the Australian Bureau of Statistics' male average weekly total earnings for November of the year proceeding the year in which the date of accrual occurs. Where the leave accrual is less than for a full year, this maximum is applied on a pro-rata basis.

VHIA Comment:

The quarterly ABS report referred to previous in instruments is discontinued. Its nearest equivalent benchmark is a bi-annual report, *ABS report 6302.0 - Average Weekly Earnings, Australia*. Table 3 of the November issue of this report should be used. If the ABS makes further amendments to its reports in the future, the report issued closest to November of each year should be used for the specified purpose.

PART C – CLAUSES THAT APPLY ONLY TO FRACTIONAL DOCTORS

44. HOURS OF WORK

44.1. Subject to this clause, the ordinary hours of work for a fractional Doctor will be in accordance with their fractional allocation of hours as agreed between the Health Service and the Doctor.

44.2. The maximum number of ordinary hours of work for a Fractional Doctor is 35 hours per week.

45. FRACTIONAL ALLOCATION (FRACTIONAL SPECIALISTS)

45.1. The method of fractional allocation for Fractional Specialists will be in accordance with the following:

45.2. **Direct Public Patient Care and Related Activities**

Includes ward rounds, outpatient clinics, pre-operative assessment, operating time, post-operative care, unit clinical meetings, inter-unit consultations, completion of operation reports, discharge summaries, casemix information and management of waiting lists.

45.3. **Management/Administrative Responsibilities**

Duties associated with management and/or administration of a unit, department or division e.g. roster preparation, budget documents, Health Service reports.

45.4. **Health Service Meetings**

Attendance at meetings constituted by the Health Service or at the request of the Health Service, including for example: when appointed to represent the medical staff on a Health Service committee; when appointed to represent Health Service management on a committee; business or management meetings of a unit/department/division; routinely scheduled meetings with administration; and meetings of the medical staff group when related to Health Service business.

45.5. **Participation in Quality Assurance Activities as Required by the Health Service**

Includes reasonable time directly spent in the collection, analysis and presentation of quality assurance data and attendance at scheduled unit/divisional audit meetings. Also included is attendance at committees established under ACHS guidelines, and Inter-unit clinical meetings e.g Grand Rounds.

45.6. Teaching and research as required by the Health Service and not directly funded by the University.

45.7. Practice in a Distant Location (where an allowance is not being paid).

When calculating the actual fraction it will be clear that some aspects of the routine workload occur more frequently than others. For instance, meetings may occur monthly whereas ward rounds may occur daily or a couple of times a week. Calculations should take account of weekly rosters being transposed on a monthly basis. It is recommended that hours required to be worked should be determined monthly.

46. ALTERATION IN FRACTIONAL DOCTORS' HOURS OF WORK

46.1. The work hours of Fractional Doctors can be changed either at the end of the contract period or, where allowed by the contract, with appropriate notice during the contract period.

46.2. Where a change proposed during a contract period is of such magnitude that it alters the fundamental nature of the contract and the Fractional Doctor does not agree to the change, then the entire contract of employment will be terminated as a retrenchment and the Fractional Specialist will be entitled to the normal Health Service practice in relation to retrenchment notice periods and payments.

46.3. A reduction in working hours to less than 50% of the hours agreed at the commencement of the contract period will be considered a change to the fundamental nature of the contract for the purposes of **sub-clause 46.1**.

PART D – SIGNATURES

Signed for and on behalf of the **Australian Salaried Medical Officers' Federation**, as bargaining representatives for Doctors)
)
)

.....

Witness

.....

Name of Witness (print)

.....

Officer

.....

Name of Officer (print)

.....

Business address

Signed for and on behalf of the **Australian Medical Association (Victoria) Limited**, as bargaining representatives for Doctors)
)
)

.....	.....
Witness	Officer
.....	.....
Name of Witness (print)	Name of Officer (print)
	.....
	Business address

Signed by the **Victorian Hospitals' Industrial Association** as bargaining representatives for the Health Services:)
)
)

.....	.....
Witness	Officer
.....	.....
Name of Witness (print)	Name of Officer (print)
	.....
	Business address

SCHEDULE A – HEALTH SERVICES

METROPOLITAN HEALTH SERVICES:

Alfred Health

Austin Health

Calvary Health Care Bethlehem Ltd.

Dental Health Services Victoria

Eastern Health

Melbourne Health

Mercy Public Hospitals Inc.

Monash Health

Northern Health

Peninsula Health

Peter MacCallum Cancer Institute

St Vincent’s Health

The Royal Children's Hospital

The Royal Victorian Eye and Ear Hospital

The Royal Women's Hospital

Western Health

RURAL AND REGIONAL HEALTH SERVICES:

Albury Wodonga Health

Bairnsdale Regional Health Service

Ballarat Health Services

Barwon Health

Bass Coast Regional Health

Beechworth Health Service

Bendigo Health Care Group

Central Gippsland Health Service

Djerriwarrh Health Services

East Wimmera Health Service

Echuca Regional Health

Gippsland Southern Health Service

Goulburn Valley Health

Latrobe Regional Hospital

Mildura Base Hospital

Northeast Health Wangaratta

Portland District Health

South West Healthcare

Swan Hill District Health

West Gippsland Healthcare Group

Western District Health Service

Wimmera Health Care Group

OTHER HEALTH SERVICES:

The Victorian Institute of Forensic Mental Health (Forensicare)

SCHEDULE B – SPECIALISTS REMUNERATION

TABLE 1 – REMUNERATION – PERCENTAGE INCREASES

Consistent with **clause 13** and subject to **clause 13**, a Health service must:

- increase the actual contracted rate of pay payable to a Doctor as at 30 March 2013, by 3.33% with effect from the first full pay period commencing on or after 31 March 2013;

- increase the actual contracted rate of pay payable to a Doctor as at 31 July 2014, by 3.33% with effect from the first full pay period commencing on or after 1 August 2014;

- increase the actual contracted rate of pay payable to a Doctor as at 30 November 2015, by 3.33% with effect from the first full pay period commencing on or after 1 December 2015.

TABLE 2 – SALARY – FULL-TIME DOCTORS

Notes to Tables:

*The minimum weekly remuneration payable to a Full-time Doctor under this Agreement is set out in **Column 2** of each table.*

*However, where a Full-time Doctor receives additional Private Practice Income derived from the treatment of private or compensable patients in the course of their normal employment, the Health Service is not obliged to pay a weekly salary in excess of the relevant rate set out in **Column 1** of the tables, provided that the total of the **Column 1** rate and the Private Practice Income is equal to or greater than the relevant rate set out in **Column 2**.*

From the first full pay period commencing on or after 31 March 2013, Full-time Doctors are entitled under this Agreement to the following weekly remuneration:

		Column 1	**Column 2**
Classification	**Code**	Weekly rate if the Doctor receives additional Private Practice Income	Weekly rate
Specialist			
Specialist Year 1	HM33	$2,978.30	$3,671.50
Specialist Year 2	HM34	$3,177.70	$3,917.30
Specialist Year 3	HM35	$3,301.10	$4,069.50
Specialist Year 4	HM36	$3,430.20	$4,228.90
Specialist Year 5	HM37	$3,563.70	$4,393.40
Specialist Year 6	HM38	$3,702.60	$4,564.70
Specialist Year 7	HM39	$3,775.60	$4,654.50
Specialist Year 8	HM40	$3,998.90	$4,929.80
Specialist Year 9	HM41	$4,095.00	$5,048.40
Executive Specialist			

Bottom of range	HM42	$4,095.00	$5,048.40
Top of range	HM43	$4,709.40	$5,805.70

From the first full pay period commencing on or after 1 August 2014, Full-time Doctors are entitled under this Agreement to the following weekly remuneration:

		Column 1	**Column 2**
Classification	**Code**	Weekly rate if the Doctor receives additional Private Practice Income	Weekly rate
Specialist			
Specialist Year 1	HM33	$3,077.50	$3,793.80
Specialist Year 2	HM34	$3,283.50	$4,047.70
Specialist Year 3	HM35	$3,411.00	$4,205.00
Specialist Year 4	HM36	$3,544.40	$4,369.70
Specialist Year 5	HM37	$3,682.40	$4,539.70
Specialist Year 6	HM38	$3,825.90	$4,716.70
Specialist Year 7	HM39	$3,901.30	$4,809.50
Specialist Year 8	HM40	$4,132.10	$5,094.00
Specialist Year 9	HM41	$4,231.40	$5,216.50
Executive Specialist			
Bottom of range	HM42	$4,231.40	$5,216.50

Top of range	HM43	$4,866.20	$5,999.00

From the first full pay period commencing on or after 1 December 2015, Full-time Doctors are entitled under this Agreement to the following weekly remuneration:

		Column 1	**Column 2**
Classification	**Code**	Weekly rate if the Doctor receives additional Private Practice Income	Weekly rate
Specialist			
Specialist Year 1	HM33	$3,180.00	$3,920.10
Specialist Year 2	HM34	$3,392.80	$4,182.50
Specialist Year 3	HM35	$3,524.60	$4,345.00
Specialist Year 4	HM36	$3,662.40	$4,515.20
Specialist Year 5	HM37	$3,805.00	$4,690.90
Specialist Year 6	HM38	$3,953.30	$4,873.80
Specialist Year 7	HM39	$4,031.20	$4,969.70
Specialist Year 8	HM40	$4,269.70	$5,263.60
Specialist Year 9	HM41	$4,372.30	$5,390.20
Executive Specialist			
Bottom of range	HM42	$4,372.30	$5,390.20
Top of range	HM43	$5,028.20	$6,198.80

TABLE 3 – SALARY – FRACTIONAL DOCTORS

From the first full pay period commencing on or after 31 March 2013, the hourly rate of pay for a Fractional Doctor under this Agreement is:

Classification	**Fractional allocation of hours per week**				
Specialist	0.1 – 7 hours per week	7.1 – 10.5 hours per week	10.6 – 14 hours per week	14.1 – 17.5 hours per week	17.6+ hours per week
Specialist Year 1	HN15 $115.40	HN16 $116.70	HN17 $119.10	HN18 $121.60	HN19 $123.60
Specialist Year 2	HN20 $117.50	HN21 $118.60	HN22 $121.50	HN23 $123.60	HN24 $125.90
Specialist Year 3	HN25 $122.10	HN26 $123.30	HN27 $126.20	HN28 $128.60	HN29 $130.90
Specialist Year 4	HN30 $126.70	HN31 $128.10	HN32 $131.00	HN33 $133.60	HN34 $135.80
Specialist Year 5	HN35 $131.50	HN36 $132.80	HN37 $135.90	HN38 $138.60	HN39 $141.00
Specialist Year 6	HN40 $136.30	HN41 $137.70	HN42 $140.80	HN43 $143.40	HN44 $146.30
Specialist Year 7	HN45 $140.80	HN46 $142.30	HN47 $145.90	HN48 $148.10	HN49 $151.10
Specialist Year 8	HN50 $145.40	HN51 $146.90	HN52 $150.60	HN53 $152.80	HN54 $156.00
Specialist Year 9	HN55 $150.70	HN56 $151.80	HN57 $155.50	HN58 $157.80	HN59 $161.10

Executive Specialist					
Bottom of Range	HN60 $150.70	HN61 $151.80	HN62 $155.50	HN63 $157.80	HN64 $161.10
Top of Range	HN65 $171.70	HN66 $173.40	HN67 $177.40	HN68 $180.90	HN69 $184.20

From the first full pay period commencing on or after 1 August 2014, the hourly rate of pay for a Fractional Doctor under this Agreement is:

Classification	**Fractional allocation of hours per week**				
Specialist	0.1 – 7 hours per week	7.1 – 10.5 hours per week	10.6 – 14 hours per week	14.1 – 17.5 hours per week	17.6+ hours per week
Specialist Year 1	HN15 $119.20	HN16 $120.60	HN17 $123.10	HN18 $125.60	HN19 $127.70
Specialist Year 2	HN20 $121.40	HN21 $122.50	HN22 $125.50	HN23 $127.70	HN24 $130.10
Specialist Year 3	HN25 $126.20	HN26 $127.40	HN27 $130.40	HN28 $132.90	HN29 $135.30
Specialist Year 4	HN30 $130.90	HN31 $132.40	HN32 $135.40	HN33 $138.00	HN34 $140.30
Specialist Year 5	HN35 $135.90	HN36 $137.20	HN37 $140.40	HN38 $143.20	HN39 $145.70
Specialist Year 6	HN40 $140.80	HN41 $142.30	HN42 $145.50	HN43 $148.20	HN44 $151.20
Specialist Year 7	HN45 $145.50	HN46 $147.00	HN47 $150.80	HN48 $153.00	HN49 $156.10
Specialist Year 8	HN50 $150.20	HN51 $151.80	HN52 $155.60	HN53 $157.90	HN54 $161.20
Specialist Year 9	HN55 $155.70	HN56 $156.90	HN57 $160.70	HN58 $163.10	HN59 $166.50

Executive Specialist					
Bottom of Range	HN60 $155.70	HN61 $156.90	HN62 $160.70	HN63 $163.10	HN64 $166.50
Top of Range	HN65 $177.40	HN66 $179.20	HN67 $183.30	HN68 $186.90	HN69 $190.30

From the first full pay period commencing on or after 1 December 2015, the hourly rate of pay for a Fractional Doctor under this Agreement is:

Classification	**Fractional allocation of hours per week**				
Specialist	0.1 – 7 hours per week	7.1 – 10.5 hours per week	10.6 – 14 hours per week	14.1 – 17.5 hours per week	17.6+ hours per week
Specialist Year 1	HN15 $123.20	HN16 $124.60	HN17 $127.20	HN18 $129.80	HN19 $132.00
Specialist Year 2	HN20 $125.40	HN21 $126.60	HN22 $129.70	HN23 $132.00	HN24 $134.40
Specialist Year 3	HN25 $130.40	HN26 $131.60	HN27 $134.70	HN28 $137.30	HN29 $139.80
Specialist Year 4	HN30 $135.30	HN31 $136.80	HN32 $139.90	HN33 $142.60	HN34 $145.00
Specialist Year 5	HN35 $140.40	HN36 $141.80	HN37 $145.10	HN38 $148.00	HN39 $150.60
Specialist Year 6	HN40 $145.50	HN41 $147.00	HN42 $150.30	HN43 $153.10	HN44 $156.20

Specialist Year 7	HN45 $150.30	HN46 $151.90	HN47 $155.80	HN48 $158.10	HN49 $161.30
Specialist Year 8	HN50 $155.20	HN51 $156.90	HN52 $160.80	HN53 $163.20	HN54 $166.60
Specialist Year 9	HN55 $160.90	HN56 $162.10	HN57 $166.10	HN58 $168.50	HN59 $172.00
Executive Specialist					
Bottom of Range	HN60 $160.90	HN61 $162.10	HN62 $166.10	HN63 $168.50	HN64 $172.00
Top of Range	HN65 $183.30	HN66 $185.20	HN67 $189.40	HN68 $193.10	HN69 $196.60

CHANGES TO SALARY STRUCTURE AND INCREMENTAL PROGRESSION

From 1 February 2011, the classification and automatic incremental pay scales were varied as follows:

Full-time Specialists

The previous Specialist Year 1 (HM31) and Specialist Year 2 (HM32) pay points were removed. New incremental levels resulted and are expressed below, together with the classification translation for Doctors employed and classified as a Specialist as at 31 January 2011 and translated to the new Specialist pay point scale on 1 February 2011.

Current Classification (at 31 January 2011)	New Classification (at 1 February 2011)
Specialist Year 1 (HM31)	Specialist Year 1 (HM33)
Specialist Year 2 (HM32)	Specialist Year 1 (HM33)
Specialist Year 3 (HM33)	Specialist Year 1 (HM33)

Specialist Year 4 (HM34)	Specialist Year 2 (HM34)
Specialist Year 5 (HM35)	Specialist Year 3 (HM35)
Specialist Year 6 (HM36)	Specialist Year 4 (HM36)
Specialist Year 7 (HM37)	Specialist Year 5 (HM37)
Specialist Year 8 (HM38)	Specialist Year 6 (HM38)
Specialist Year 9 (HM39)	Specialist Year 7 (HM39)
Specialist Year 10 (HM40)	Specialist Year 8 (HM40
Specialist Year 11 (HM41)	Specialist Year 9 (HM41)

Specialists who as at 31 January 2011 were classified as Specialist Year 1 or Specialist Year 2 were translated to the new Specialist Year 1 incremental rate (HM33) on 1 February 2011 and then progressed to the new Specialist Year 2 rate (HM34) on the anniversary of their commencement (or as otherwise provided for in this Agreement).

Incremental advancement for Doctors classified at the former Specialist Year 3 through Year 10 continues to apply on their anniversary date.

Fractional Specialists:

The previous Fractional Specialist Year 1 (HN10-14) pay point was removed and the Fractional Specialist Year 2/3 (HN15-19) pay point was revised. New incremental levels resulted and are expressed below, together with the classification translation for Doctors employed and classified as Fractional Specialists as at 31 January 2011 and translated to the new Fractional Specialist pay point scale on 1 February 2011:

Current Classification (at 31 January 2011)	New Classification (at 1 February 2011)
Fractional Specialist Year 1 (HN10-14)	Fractional Specialist Year 1 (HN15-19)
Fractional Specialist Year 2/3 (HN15-19)	Fractional Specialist Year 1 (HN15-19)
Fractional Specialist Year 4 (HN20-24)	Fractional Specialist Year 2 (HN20-24)
Fractional Specialist Year 5 (HN25-29)	Fractional Specialist Year 3 (HN25-29)
Fractional Specialist Year 6 (HN30-34)	Fractional Specialist Year 4 (HN30-34)

Fractional Specialist Year 7 (HN35-39)	Fractional Specialist Year 5 (HN35-39)
Fractional Specialist Year 8 (HN40-44)	Fractional Specialist Year 6 (HN40-44)
Fractional Specialist Year 9 (HN45-49)	Fractional Specialist Year 7 (HN45-49)
Fractional Specialist Year 10 (HN50-54)	Fractional Specialist Year 8 (HN50-54)
Fractional Specialist Year 11 (HN55-59)	Fractional Specialist Year 9 (HN55-59)

Fractional Specialists who as at 31 January 2011 were classified as Fractional Specialist Year 1 or Fractional Specialist Year 2/3 were translated to the relevant new Fractional Specialist Year 1 pay point (HM15-19) on 1 February 2011 and then progressed to the relevant new Fractional Specialist Year 2 pay point (HN20-24) on the anniversary of their commencement (or as otherwise provided for in this Agreement).

Incremental advancement for former Fractional Specialist Years 2/3, 4, 5, 6, 7, 8, 9 and 10 classified Doctors continues to apply on their anniversary date of commencement as a Fractional Specialist.

The above translation applied to Specialists who were employed by the Health Service on 1 February 2011.

The above translation does not apply to Specialists who have commenced employment with the Health Service after 1 February 2011.

SCHEDULE C – CONTINUING MEDICAL EDUCATION STANDARD CLAIM FORM

The following standard claim form (or online equivalent) for Continuing Medical Education reimbursement in accordance with **Clause 19.4** will be used by all Health Services for a trial period of 12 months following approval of this Agreement. Any additional information required by the Health Service must be kept to a minimum.

The form will then be reviewed by the parties at the expiry of the trial period.

[insert health service name]

CONTINUING MEDICAL EDUCATION

REIMBURSEMENT FORM

Important

- Please attach all original documentation & information requested with this reimbursement form
- Once completed forward this form to your Unit Head and/or Program Director for approval
- Once authorised forward to Finance Department marked attention "CME Reimbursement Claims"
- All payments will be processed via EFT to your nominated bank account

DATE OF REQUEST: _____

NAME: _____

DEPARTMENT: _____

EMPLOYEE NUMBER: _____

EMPLOYEE ADDRESS:_____

BANK: _____

BANK & BRANCH NO. (BSB):

ACCOUNT NUMBER: | | | | | | | | | | |

Fax number for forwarding advices (REQUIRED): _____

E-mail:_____

TOTAL TO BE CLAIMED $ _____

DETAILS OF CME CLAIM:_____

_____

APPROVED BY:

UNIT HEAD _____ PROGRAM DIRECTOR_____

Cost Centre	Account Code	DESCRIPTION	AMOUNT
		CME – CONFERENCE COSTS (i.e. registration fees, conference materials)	
		CME – TRAVEL COSTS (i.e. airfare tickets, train tickets, mileage etc)	
		CME – ACCOMMODATION COSTS (i.e. room)	
		CME _ PER DIEM COSTS (i.e. business centre facilities, per diem rates	
		CME – OTHER (i.e. books, CDs, portable technological aids, subscriptions, meals, taxi fares, parking fees)	

CHECK LIST (please tick)

☐ I have attached supporting documentation and original receipts for all claims. An original TAX INVOICE is attached for all claims over $55.00 incurred within Australia.

☐ If this claim relates to interstate travel of 5 or more nights' duration or overseas travel of any duration, a TRAVEL DIARY and CONFERENCE ITINERARY is to be attached.

ENSURE DECLARATION OVER PAGE IS COMPLETED

1. FBT DECLARATION

I _____ declare that:

_____

(Show nature of expenses, eg. conference, books, subscription, etc.)

were provided to me, or to my Health Service for my behalf, during the period

from _____ to _____

and the expenses were reasonably and necessarily incurred for the following purpose(s):

_____

_____ Eg. Professional Development (Please provide sufficient information to demonstrate the extent of the expenses were incurred by you for the purpose of earning your assessable income)

I also declare that the percentage of those expenses incurred in earning my assessable income is

_____ %.

2. FUNDING ENTITLEMENT DECLARATION

I _____declare that:

- ☐ I am entitled to make a claim for reimbursement of reasonable and necessarily incurred Continuing Medical Education expenses in accordance with the provisions outlined in the relevant workplace agreement; and
- ☐ I have not already claimed reimbursement of these costs with this or another Victorian Health Service; and
- ☐ Except where an alternative arrangement is explicitly provided in my contract of employment, the cumulative total of this claim and any other claims made relating to the current financial year at this Victorian Health Service **does not exceed $[amount]*** where I hold a single full-time appointment, or pro-rata thereof, (eg up to $2,348.70 in the 2013/14 financial year; $2,426.90 for the 2014/15 financial year; and $2,507.70 for the 2015/16 financial year and thereafter for each 0.1 fraction or 3.5hours) **up to a maximum of [amount]*** based on my combined fractional allocations or appointments at this and other Victorian Health Services; and
- ☐ Where claims submitted by me at this and/or other Victorian Health Services, inclusive of FBT and GST considerations, exceed the maximum reimbursement for any financial year, I agree that my claim will be reduced to reflect that maximum amount, or where claims already submitted at this and/or other Victorian Health Services, have exceeded the maximum reimbursement amount for any financial year, I agree to reimburse the relevant Victorian Health Service for any overpayment received.

Specialist Signature _

_____

DATE: _____

Finance Use Only – PROCESSED BY: ___ _ **DATE: _____**