

# Doctors in Training Enterprise Agreement 2018-21

## Part C – Doctor Employment

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### 17 Full-Time Employment

(a) Full-time means:

- (i) in respect of a HMO, MO or SMO - a Doctor who is ready, willing and available to work a full week of 38 hours;
- (ii) in respect of a Registrar - a Doctor who is ready willing and available to work a full week of 38 hours plus five reasonable additional hours of Training Time (as defined at subclause 3.1(dd)) equalling 43 hours per week or an average of 43 hours per week over a period of up to four weeks.

### 18 Part-Time Employment

**18.1** Part-time means a Doctor who is ready, willing and available to work on a regular basis any number of hours less than the ordinary hours of work prescribed in clause 17.

**18.2** The number of hours worked by a part-time Doctor may vary from week to week by mutual agreement.

**18.3** A part-time HMO, MO and SMO will be paid an hourly rate equal to 1/38th of the weekly salary for the Doctor's classification.

**18.4** A part-time Registrar will be paid an hourly rate equal to 1/43rd of the weekly salary for the Doctor's classification. A Registrar will also receive Training Time in accordance with clause 34 (Training Time) on a pro-rata basis having regard to their part-time fraction.

Example: A part-time Registrar engaged on a 0.5 EFT contract will receive 2.5 hours Training Time per week.

**18.5** Where expressly provided, a part-time Doctor is entitled to be paid for penalties and allowances on a pro-rata basis.

**18.6** Where a part-time Doctor has an entitlement to leave under this Agreement, the part-time Employee will be paid according to the number of hours the Employee would have worked on the day/s on which the leave was taken.

### 19 Casual Employment

**19.1** A casual means a Doctor classified as a HMO, MO or SMO and who is engaged in relieving work or work of a casual nature, but does not include a Doctor who could properly be classified as a full-time or part-time Doctor under clauses 17 and 18.

**19.2** Subject to the minimum engagement period (or payment in lieu of), a casual Doctor's engagement is terminable with one hour's notice by either party. The minimum engagement for a casual Employee is two hours.

- 19.3** A casual Doctor will be paid an hourly rate equal to 1/38th of the weekly salary for the Employee's classification plus 25%.
- 19.4** Except where expressly excluded, a casual Employee will be entitled to receive the allowances prescribed by this Agreement.
- 19.5** A casual Doctor is entitled to the following:
- (a) unpaid carer's leave for carer's responsibilities (subclause 61.10);
  - (b) unpaid family violence leave (clause 71);
  - (c) unpaid compassionate leave in accordance with the NES;
  - (d) unpaid pre-adoption leave (clause 66);
  - (e) parental leave (clause 67) (subject to the eligibility requirements of that clause);
  - (f) applicable penalty payments for work performed on a public holiday (clause 63);
  - (g) payments for shift work (subclauses 37.3 and 37.4);
  - (h) Saturdays and Sundays (subclause 37.2); and (i) overtime (clause 36).
- 19.6** The following provisions do not apply to casual Doctors:
- (a) annual leave (clause 60);
  - (b) paid personal/carer's leave (clause 61);
  - (c) paid compassionate leave (clause 64);
  - (d) paid family violence leave (clause 71);
  - (e) long service leave (clause 68) (to the extent permitted by the *Long Service Leave Act 1992* (Vic));
  - (f) conference/seminar leave (clause 50);
  - (g) examination leave (clause 49);
  - (h) rosters (clause 35);
  - (i) notice period before termination (clause 29);
  - (j) period of employment (clause 21);
  - (k) flexible working arrangements (other than Doctors prescribed at subclause 15.2(b)) (clause 15);
  - (l) payment for public holiday penalties where the Doctor doesn't perform work on that day (clause 63);
  - (m) child care costs reimbursement (clause 57); and (n) community service leave (clause 70).

## **20 Casual Conversion**

- 20.1** Where a casual Doctor has worked shifts on a regular and systematic basis over a period of 26 weeks, the Doctor and the Health Service recognise that the Doctor may be more properly classified as part-time or full-time.
- 20.2** The Doctor will not be considered rostered on a regular and systematic basis where these shifts are replacing an employee absence (including but not limited to parental

leave, long service leave, workers compensation leave, personal leave) or flexible work arrangement.

- 20.3** Either the Doctor or the Health Service has the right to request in writing the conversion to full-time or part-time employment and that request will not be unreasonably refused by either party.
- 20.4** Where such a conversion occurs, the Doctor will be provided with a Letter of Appointment setting out the revised employment arrangements, including any period/s of casual employment with the Health Service.
- 20.5** Casual loading will cease, and any benefits relating to permanent employment will commence, at the time of appointment to permanent status.

## **21 Period of Employment**

*This clause does not apply to casual employees.*

### **21.1 Minimum and Maximum period of employment**

- (a) A Doctor's period of employment may be up to a maximum of 156 calendar weeks and not less than 52 weeks, unless otherwise specifically stated.
- (b) It is acknowledged that a joint working party is undertaking work to increase the minimum length of contract during the life of this Agreement (see clause 77 (Service Delivery Partnership Plan)).

### **21.2 Minimum and Maximum period of employment – exception**

- (a) The restrictions in the above subclause 21.1 do not apply to:
- (i) Medical Officers, Senior Medical Officers or Casual Doctors as defined in subclauses 3.1(s), 3.1(z) and 19.1 of this Agreement; and
- (ii) facilitate placements arranged by a Specialist Medical College.

### **21.3 Effect of Certain Absences on Period of Employment**

- (a) Where a Doctor is engaged for a period under this clause and is absent for a continuous period exceeding three months from employment as a result of Parental Leave (see clause 67), Family Violence Leave (see clause 71) or Carer's Leave (see clause 61), the provisions of subclauses 21.3(b)(i) and (b)(ii) shall apply.
- (b) Extension of contract – Parental Leave, Carer's Leave and Family Violence
- (i) Prior to the scheduled commencement of a period of Parental Leave exceeding three months, the Health Service shall offer to vary the period of the contract to accommodate the length of the Parental Leave and the length of the remaining period of the existing contract. Where a Doctor exercises the right to request additional Parental Leave either under subclause 67.13 and the Health Service agrees, or further period of Parental Leave under clause 67 (in the event of additional pregnancy), the Health Service shall offer to further vary the period of the contract to accommodate for the length of the further period of Parental Leave.

**Example**

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

(ii) A Health Service shall also offer to vary the period of a Doctor's contract to accommodate an absence exceeding three months due to Carer's Leave or Family Violence Leave and the length of the remaining period of the existing contract. In the case of such an absence due to Carer's Leave or Family Violence, the obligation to offer to extend the contract will arise upon receipt of a request to be absent for a period exceeding three months.

(iii) Nothing prevents a Doctor requesting, and a Health Service agreeing to, a period other than the remaining period of the contract.

**Example**

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

## **22 Incidental and Peripheral Duties**

**22.1** The Health Service may direct a Doctor to carry out such duties as are within the limits of the Doctor's skill, competence and training consistent with the classification structure of the Agreement, provided that such duties are not designed to promote de-skilling.

## **23 Doctor Responsibilities**

**23.1** The Doctor provides medical services, including the keeping and maintaining of adequate medical records for Health Service patients.

**23.2** The Doctor's Duty Hours must be devoted to the duties of their appointment.

- 23.3** The Doctor must not, without the consent of the patient, divulge to any person any information acquired when attending to a patient except as follows:
- (a) to the Health Service's Director of Medical Services, nursing staff or other medical staff where necessary to enable the Doctor to prescribe or act for that patient; or
  - (b) for medico legal purposes, to disclose any information to the Health Service relating to the mental or physical condition of a Health Service patient or former patient.
- 23.4** The Doctor should ensure that work performed outside of their employing Health Service does not result in an overall or unsafe work pattern for that Doctor pursuant to subclause 35.3.

## **24 Rotations between hospitals**

- 24.1** The provisions of this clause 24 are to be read in conjunction with clause 9 (Nature of Relationships), the relevant definitions in clause 3 (Parent Hospital, Rotation Hospital, Rotation) and the allowances in clause 52 (Rotation Allowances).
- 24.2** A Parent Hospital may rotate a Doctor to work at another Hospital (the Rotation Hospital) as part of their structured training program or to meet service demands. For the duration of any such Rotation, the Doctor remains an employee of the Parent Hospital.
- 24.3** A Rotation must be agreed either at the time of the Rotation or at the time of initial appointment. Any single Rotation is typically for a period of 13 weeks. However, the length of any single Rotation may be varied if the position is so advertised or otherwise by agreement.
- 24.4** Where, as part of a "rotation" arrangement a Doctor is required to move residence:
- (a) The Doctor must be provided with a minimum of a whole calendar day clear from duty (including on-call and overtime) between their final shift at Hospital 1 and their first shift at Hospital 2.  
  
*For example: Final shift ceases at Hospital 1 on Saturday at 10:00pm;  
Whole Calendar Day clear from Duty on Sunday;  
First shift commences at Hospital 2 on Monday at 8:00am.*
  - (b) Notwithstanding 24.4(a) above, where the Doctor is required to perform night shift as their final shift or otherwise performs on-call period, the Doctor must be provided 48 hours break between completing their night shift/on-call period at Hospital 1 and their first shift at Hospital 2.
  - (c) To jointly plan the transition of a Doctor between Hospital 1 and Hospital 2 to achieve the obligations prescribed above, engagement and cooperation must occur between the two hospitals prior to the final roster being issued and contemplate:
    - (i) Appropriate rostered ordinary hours coverage in Hospital 1 and Hospital 2
    - (ii) Appropriate on-call coverage
    - (iii) Appropriate skill-mix for coverage

- (iv) Accommodation arrangements including contingency
- (v) Reasonable time for the Doctor to relocate, including time to rest following their final shift, vacate their accommodation and travel to their next Hospital and appropriate time to settle in and orientate to their new location.

(d) Where, due to unforeseeable circumstances, a Doctor is required to perform work beyond the time jointly agreed, appropriate overnight accommodation will be provided to the Doctor if the original accommodation is unavailable.

**24.5** A Rotation may include a rotation to, but not from, an interstate hospital. In this case, a Rotation must only occur as part of the formally agreed training program and the doctor must commence the year with the Parent Hospital, and return to the Parent Hospital before the end of the year.

**24.6** The Parent Hospital must not rotate a Doctor to a Rotation Hospital that does not make available to Doctors a library and other usual study aids of a standard acceptable to the Post Graduate Medical Council of Victoria.

**24.7** During the period of Rotation, the Rotation Hospital is responsible for the payment of wages and entitlements accruing to the Doctor under the Agreement. This is an administrative arrangement between Hospitals and does not affect the Doctor's employment status under subclause 24.2 above.

**24.8** The Rotation Hospital and the Parent Hospital may agree either:

- (a) that the Rotation Hospital pay all wages, allowances and utilised accrued entitlements directly to the Doctor; or
- (b) that the Rotation Hospital remits payment of all wages and entitlements in respect of the Doctor to the Parent Hospital based on timesheets and other information provided to the Parent Hospital by the Rotation Hospital.

**24.9** Provided that where the arrangement at subclause 24.8(a) above is effected, service and the accrual of leave will continue unaffected with the Parent Hospital, subject to appropriate reductions for accrued entitlements utilised or the occasion of unpaid leave that would normally affect service.

## **25 Private Practice Rights**

**25.1** A Doctor who has completed the 1<sup>st</sup> year of experience as an HMO (Intern) may undertake private practice subject to the following, unless otherwise agreed: (a) such practice must not be carried on during Duty Hours; and

- (b) such practice must not involve Health Service property or be conducted in any respect within the precincts of the Health Service.

**25.2** Doctors may by agreement be on loan to other bodies or practitioners. Agreement must be reached between the Health Service, the Doctor and the other body.

**25.3** The above subclause 25.2 applies to Doctors seconded for service with the Australian Defence Force but does not apply to service under the *Defence Act 1903*.

## **26 Notification of Classification**

- 26.1** On the commencement of the Doctor's employment the Health Service must notify the Doctor in writing of his or her classification and terms of employment.
- 26.2** The Doctor must be notified in writing of any alteration to his or her classification within 14 days of the alteration taking effect.

## **27 Orientation on Appointment**

- 27.1** On a Doctor's appointment to a new position or a new location (including a Rotation) and as an orientation, the Health Service must inform the Doctor of those matters that are essential to the safe and efficient discharge of their responsibilities.
- 27.2** The orientation information must include a "Unit Handbook" or similar document containing written information that covers the following: (a) job duties, responsibilities and authority;
- (b) emergency procedures;
  - (c) relevant clinical, ward and quality procedures, including contact details;
  - (d) procedures for ordering supplies and medical tests;
  - (e) information about Training Time arrangements consistent with clause 34; (f)  
Bullying policy or procedure that promotes the statement:  
"Bullying will not be tolerated in the workplace"; and
  - (g) a Performance Management Protocol consistent with clause 13.
- 27.3** During a Rotation, the orientation described in subclause 27.1 is the responsibility of the Rotation Hospital. Doctors are responsible for ensuring that they request appropriate information and clarification when required.

## **28 Orientation – Association Notification**

- 28.1** On a quarterly basis, the Health Service must provide the Association with the dates, times and venues of any orientation/induction programs involving Doctors and the Association must be permitted to attend such programs.
- 28.2** Where the dates of these programs are fixed in advance, a list should be sent to the Association as soon as possible.
- 28.3** Where the dates of orientation/induction programs involving Doctors are not fixed in advance, the Association should receive reasonable notification of at least 14 days to enable an Association representative to attend.

## **29 Termination of Employment**

- 29.1** The employment of a full-time or part-time Doctor may be terminated:
- (a) by at least four weeks' notice given by the Health Service or the Doctor, or four weeks' wages paid or forfeited as the case may be in lieu of such notice,

except that the period of notice may be reduced by agreement (subject to compliance with the NES); or

(b) at the end of a period of appointment under a fixed term or maximum term contract; or

(c) with written notice by the Health Service in the event of misconduct, malpractice, neglect of duty or breach of any condition of appointment after the Health Service has made careful inquiry into any matter alleged against the Doctor and has heard whatever statement the Doctor may wish to make relative to that matter and against such termination or has given the Doctor a reasonable opportunity to make such a statement. The Doctor may be assisted in making any statement or submission by a representative of the Association.

(d) The period of notice to be given by the Health Service pursuant to subclause 29.1(a) above shall be increased by one week if the Doctor is over 45 years of age and has completed at least two years' continuous service.

**29.2** Casual employment may be terminated with one hour's notice.

## **30 Advertisement of Positions**

**30.1** Any notice, circular or advertisement for a position covered by the Agreement must specify the applicable rate of pay and classification.

## **31 Rotation to a General Practice Training Program**

**31.1** The Program Teaching Practice must provide in writing the terms and conditions of Rotation one month prior to the Doctor commencing the term. Such terms and conditions must include details of:

- (a) rostered hours of work;
- (b) educational activities provided;
- (c) paid release time for training program educational activities; and
- (d) the name of the Doctor in the Practice who will be the designated supervisor. A supervisor must be available for consultation during all periods of duty.

**31.2** The Program Teaching Practice will provide the Parent Hospital with details of any leave taken (including personal/carer's leave and annual leave) during the general practice rotation.

**31.3** A maximum of one week's annual leave may be taken in any 13 week Program Teaching Practice rotation. The Program Teaching Practice must pay this annual leave entitlement either to the Doctor, if leave is taken, or to the Parent Hospital for subsequent payment to the Doctor when leave is taken.

**31.4** The individual Program Teaching Practice must pay the respective Doctor for time worked in the period of employment with the Program Teaching Practice.

**31.5** The individual Program Teaching Practice shall be responsible for:



- (a) payment of personal/carer's leave (to the extent of any credit advised by the Parent Hospital) taken whilst the Doctor is in a period of employment with the Program Teaching Practice; and
- (b) pro-rata annual leave payment to the Doctor, either paid for leave taken or pay an equivalent amount to the Parent Hospital;
- (c) workers compensation for the Doctor during the period of the employment with the Program Teaching Practice.

**31.6** A Doctor rotated to a Program Teaching Practice situated more than 50 kilometres from the Parent Hospital must be provided with accommodation, including married accommodation if requested, during the period of Rotation free of charge. Married accommodation shall mean married quarters for married Doctors or Doctors in a domestic relationship accompanied by their family.

**31.7** A Doctor rotated to a Program Teaching Practice situated more than 50 kilometres from their Parent Hospital shall be entitled to the Travelling Allowance set out in clause 55 (Travelling Allowance – Use of Private Vehicle) for travel between the Parent Hospital and the Program Teaching Practice:

- (a) at the commencement and termination of Rotation; and
- (b) once every four weeks of the 13 week Rotation; and (c)  
for all work-related travel required by the practice.

**31.8** Payment must only be made pursuant to subclause 31.7 if travel is undertaken by the Doctor.

**31.9** For the purpose of this clause 31, the Parent Hospital will be the Hospital from which the Doctor is rotated (refer clause 3 definitions). In the event that a Doctor commences the first ever term in Victoria on Rotation the Parent Hospital shall be that Hospital to which the Doctor was appointed.

**31.10** The Parent Hospital must ensure continuity of employment conditions are met by maintaining such records as are required under this Agreement.

**31.11** The Parent Hospital must ensure (subject to the appointment being filled) that Rotations to Program Teaching Practices occur and must not cancel Rotations, or recall Doctors during Rotation to meet its own service needs, without the agreement of the Program Teaching Practice.

**31.12** Out of Hours Work

(a) The Program Teaching Practice must pay the Doctor for work undertaken in the Program Teaching Practice out of hours or after the completion of 38 hours at the rate of:

- (i) 40% of all fees generated by the Doctor; or
- (ii) the applicable entitlement afforded to the Doctor in accordance with the  
*Medical Practitioners Award 2010*,

whichever is the greater.

(b) Out of hours pursuant to subclause 31.12(a) above shall mean outside the hours of

8.00 a.m. to 6.00 p.m. Monday to Friday and 8.00 a.m. to 12.00 noon Saturday.

(c) The application of this subclause 31.12 shall exclude the Doctor from any entitlement to the On-call (clause 38) or Recall (clause 39) provisions of this Agreement.

## **32 Transition to Retirement**

**32.1** A Doctor may advise their Health Service in writing of their intention to retire within the next five years and participate in a retirement transition arrangement.

**32.2** Transition to retirement arrangements may be proposed and, where agreed, implemented as:

- (a) a flexible working arrangement (see clause 15 (Flexible Working Arrangements)),
- (b) in writing between the parties, or (c) any combination of the above.

**32.3** A transition to retirement arrangement may include but is not limited to:

- (a) a reduction in their EFT;
- (b) a job share arrangement;
- (c) working in a position at a lower classification or rate of pay.

**32.4** The Health Service will consider, and not unreasonably refuse, a request by a Doctor who wishes to transition to retirement:

- (a) to use accrued Long Service Leave (**LSL**) or Annual Leave for the purpose of reducing the number of days worked per week while retaining their previous employment status; or
- (b) to be appointed to a role that has a lower hourly rate of pay or hours (post transition role), in which case:
  - (i) the Health Service will preserve the accrual of LSL at the time of reduction in salary or hours; and
  - (ii) where LSL is taken or paid out in lieu on termination, the Doctor will be paid LSL hours at the applicable classification and grade, and at the preserved hours, prior to the post transition role until the preserved LSL hours are exhausted.