

# Doctors in Training Enterprise Agreement 2018-21

## Part E – Remuneration and Related Matters

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### **42 Remuneration and remuneration increases**

**42.1** Weekly rates of pay will be increased by the amounts set out below:

- (a) 3% from the first pay period commencing on or after 1 January 2018;
- (b) 3% from the first pay period commencing on or after 1 January 2019;
- (c) 3% from the first pay period commencing on or after 1 January 2020; (d) 3% from the first pay period commencing on or after 1 January 2021.

**42.2** 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. Where a Doctor's remuneration has been negotiated as an annualised salary, the increase will apply to this annualised rate.

**42.3** Existing work-related allowances will increase in accordance with the salary increases in subclause 42.1 above.

**42.4** The weekly rates of pay and allowances for the life of this Agreement are set out in Schedule B.

**42.5** The increases in subclauses 42.1 and 42.6 will not apply to private practice bonuses except where these have been included in a rolled up or annualised salary arrangement.

#### **42.6 Additional adjustment to salary scale**

A further increase of 6% will be added to the first annual salary increase in subclause 42.1(a), bringing the total salary increase payable from the first pay period commencing on or after 1 January 2018 to 9%. This further 6% increase will also apply to base salary actually paid to the Doctor under this Agreement or the Doctor's contract of employment.

#### **42.7 Lump sum payment**

For a Full-Time or Part-Time Doctor whose employment is subject to the Agreement and was in the employ of a Health Service as at 1 January 2018, a once off lump sum payment of \$2,000 (pro-rata for Part-Time Doctors) will be payable.

#### **42.8 Other matters**

- (a) Doctors must be paid the rate of pay consistent with their correct classification prescribed in Schedule B.
- (b) Unless subclause (c) applies, the correct classification and rate of pay of a Doctor is based on that Doctor's years of experience as defined at subclause 3.1(i) (Experience).
- (c) Where a Doctor has been appointed by a Health Service as a Registrar the Doctor will progress annually through the incremental pay scale of the Registrar

classification from his or her date of commencing work as a Registrar; provided that, where a Registrar moves from one recognised Specialty stream to another, he or she will not progress to the next higher annual incremental level for a further period of 12 months (refer subclause 3.1(w)).

- (d) Where a Doctor has performed duty that entitles that Doctor to more than one penalty, only the penalty of the higher value will be payable. For the purposes of this clause, 'penalty' also means overtime payable pursuant to clause 36.
- (e) Penalties must be applied to wages but not to allowances.

## **43 Superannuation**

### **43.1 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 Health Service and the Doctor.

### **43.2 Definitions**

- (a) **Complying Superannuation Fund** means a fund of the Doctor's choice which complies with the superannuation legislation.
- (b) **Ordinary Time Earnings** (refer subclause 43.3(a) below) means as defined under superannuation legislation (refer subclause 43.1 above) and the following:
  - (i) the cash value of any deduction for Board and Lodging;
  - (ii) Shift Work premiums;
  - (iii) Saturday and Sunday premiums, where they are a part of regular work; (iv) Service Grant.

### **43.3 Health Service contributions**

- (a) The Health Service superannuation contributions must be calculated on the Doctor's weekly number of Ordinary Time Earnings received by the Doctor during the preceding month (refer subclause 43.2(b) above).
- (b) A Health Service must, at least monthly and 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 superannuation legislation with respect to that Doctor (refer subclause 43.1 above). 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.

### **43.4 Paid absences**

Contributions will continue during periods of paid leave, including during any period in respect of which a Doctor is entitled to receive workers compensation and make up pay in accordance with subclause 45.3. Contributions will not be paid in respect of accrued annual leave paid on termination.

#### **43.5 Unpaid absences**

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

### **44 Salary packaging**

**44.1** 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.

**44.2** 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.

**44.3** 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.

### **45 Workers compensation make-up pay**

#### **45.1 Entitlement to Workers Compensation Make-up Pay**

(a) A Doctor on receiving payment of weekly compensation under the WIRC Act is entitled to Workers Compensation Make-up Pay for up to a maximum aggregate period of 39 weeks for any one injury or illness.

(b) No weekly payments of Workers Compensation Make-up Pay apply:

- (i) within the first two weeks of new employment;
- (ii) during the first five working days of incapacity;
- (iii) once the Doctor ends employment with the Health Service;
- (iv) once the Health Service terminates the employment of the Doctor for serious or wilful misconduct;
- (v) once there is a cessation or redemption of weekly compensation payments;
- (vi) for industrial diseases contracted by a gradual process or injury subject to recurrence, aggravation, or acceleration, unless the Doctor has been employed at the time of the incapacity for a minimum period of one month;
- (vii) for any period of paid annual leave, long service leave or for any paid public holiday.

(c) In order to qualify for the continuance of Workers Compensation Make-up Pay on termination a Doctor must, if required by the Health Service, provide evidence of the continuing payment of weekly payments of compensation.

(d) On engagement, a Doctor may be required to declare all workers compensation and/or accident claims made under the WIRC Act in the previous 5 years and in the event of defaults or inaccurate information being deliberately and knowingly declared the Health Service may require the Doctor to forfeit their entitlement to Workers Compensation Make-up Pay under this Agreement.

#### **45.2 Payment Calculation – Total Incapacity**

- (a) Where a Doctor is deemed totally incapacitated under the WIRC Act, the Doctor is entitled to a weekly payment of an amount representing the difference between:
  - (i) the total amount of compensation paid under the WIRC Act during the period of incapacity for the week; and
  - (ii) the weekly ordinary rate of pay set out in Schedule B, and any over-Agreement payment being paid to the Doctor at the date of the injury and which would have been payable for the Doctor's classification for the week in question if they had been performing their normal duties.

#### **45.3 Payment Calculation – Partial Incapacity**

- (a) Where a Doctor is deemed partially incapacitated under the WIRC Act, the Doctor is entitled to weekly payment of an amount representing the difference between:
  - (i) the total amount of compensation paid under the WIRC Act during the period of incapacity for the week, together with the average weekly amount they are earning; and
  - (ii) the weekly rate as set out in Schedule B and any over-Agreement payment being paid to the Doctor at the date of injury and which would have been payable for the Doctor's classification for the week in question if they had been performing their normal duties.

#### **45.4 Payment for Part of a Week**

- (a) Where the Doctor is incapacitated for part of a week the Doctor must receive pro-rata Workers Compensation Make-up Pay.

#### **45.5 Notice of Injury**

- (a) A Doctor must ensure that notice in writing of their injury is given to their Health Service as soon as reasonably practicable after the injury or illness.

#### **45.6 Variations in Compensation Rates**

- (a) Any changes in compensation rates under the WIRC Act must not increase the amount of Workers Compensation Make-up Pay above the amount that would have been payable had the rates of compensation remained unchanged.

#### **45.7 Civil Damages**

- (a) A Doctor receiving, or who has received, Workers Compensation Make-up Pay must advise their Health Service of any action they may institute or any claim they make for damages. The Doctor must, if requested, 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.
- (b) Where a Doctor obtains a judgment or settlement for damages in respect of an injury for which they have received Workers Compensation Make-up Pay the liability to pay Workers Compensation Make-up Pay must cease from the date of the judgment or settlement. If the judgment or settlement for damages is not reduced by the amount of Workers Compensation Make-up Pay made by the Health Service, the Doctor will pay to the Health Service any amount of Workers Compensation Make-up Pay already received in respect of that injury.

#### **45.8 Medical Examination**

- (a) Where, in accordance with the WIRC Act, a medical referee gives a certificate as to the condition of the Doctor and their fitness for work or specifies work for which the Doctor is fit and such work is made available by the Health Service and is refused by the Doctor or the Doctor fails to commence the work, Workers Compensation Makeup Pay must cease from the date of such refusal or failure to commence the work.

## **46 Recovery of Overpayments**

#### **46.1 Details of overpayment**

Where a Health Service determines that an overpayment has occurred, the Health Service shall provide, in writing, to the relevant Doctor:

- (a) the total amount of overpayment,
- (b) the reason, if any, for the overpayment (i.e. incorrect application of an allowance),
- (c) when the overpayments have occurred,
- (d) the scope to enter into a repayment arrangement within the limits set by the *Financial Management Act 1994* (currently one tenth of the salary or wages, before any deductions),
- (e) propose a time to meet to discuss the overpayment,
- (f) advice that the Doctor is welcome to bring a representative, including a representative of the Association, to any meeting.

#### **46.2 Discussion regarding overpayment**

The Health Service and Doctor will meet as soon as practicable to discuss and consider:

- (a) whether it is agreed that the amount identified by the Health Service is an overpayment,
- (b) the amount of any deduction within the limits set by the *Financial Management Act 1994* (currently one tenth of the salary or wages, before any deductions), and
- (c) any proposal put forward by the Doctor with respect to the repayment of the overpayment including any circumstances of hardship which will be dealt with in accordance with the *Financial Management Act 1994*.

#### **46.3 Decision regarding overpayment**

Following the meeting and after any proposal by the Doctor with respect to the repayment of the overpayment has been considered, the Health Service shall advise the Doctor in writing of its decision regarding repayment.

#### **46.4 Dispute**

Either the Health Service or Doctor may refer a dispute about an overpayment, including but not limited to the quantum of the overpayment and/or how it is to be repaid, to the Dispute Resolution clause of this Agreement.

#### **46.5 Other rights**

Nothing in this clause affects the rights or obligations of either party under the *Financial Management Act 1994* including but not limited to:

- (a) The Doctor's right to apply to the relevant Minister for the weekly amount of the deductions to be reduced, and
- (b) The Doctor's right to apply in writing to the relevant Minister to be relieved from all or any of the liability with respect to the repayment of the overpayment.