

# Doctors in Training Enterprise Agreement 2018-21

## Part J – Union Matters and Service Delivery Partnership Plan

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### **76 Union Matters**

#### **76.1 Access to Doctors – General**

The Association will have access to Doctors for any process arising under this Agreement.

#### **76.2 Access to Doctors – Electronic communication**

A Health Service will ensure that:

- (a) emails from the Association domain name are not blocked or restricted by or on behalf of the Health Service, except in respect of any individual Doctor who has made a written request to the Health Service to block such emails;
- (b) emails from Doctors to the Association are not blocked or restricted by or on behalf of the Health Service;
- (c) access from Health Service computers and like devices to Association websites and online information is not blocked, or limited; and
- (d) where a genuine security concern arises regarding the above, the Health Service will immediately notify the Association to enable the security concern to be addressed.

#### **76.3 Access to Doctors – Orientation**

- (a) The Association may attend and address new Doctors as part of orientation / induction programs for new Doctors, provided that any attendance for the purposes of discussions with the Doctors meets the right of entry requirements under Part 3-4 of the Act (**Entry Requirements**). The details of such attendance will be arranged by the Health Service in consultation with the Association.
- (b) A Health Service will advise the Association of the date, time and location of orientation / induction programs not less than 14 days prior to the orientation / induction program.
- (c) Those covered by this Agreement acknowledge the increasing role that technology plays in orientation / induction. A Health Service and Association may agree to an alternative means by which the Association can access new Doctors including where orientation / induction programs are conducted on-line or the Association cannot reasonably attend, provided that such access is consistent with the Entry Requirements.

#### **76.4 Delegates and Health & Safety Representatives**

*NOTE: Additional rights of HSRs are contained in the OHS Act.*

- (a) In this subclause 76.4, Representative means a Delegate of the Association or HSR.
- (b) A Representative is entitled to reasonable time release from duty to:

- (i) attend to matters relating to industrial, occupational health and safety or other relevant matters such as assisting with grievance procedures and attending committee meetings;
  - (ii) access reasonable preparation time before meetings with management or disciplinary or grievance meetings with a member of the Association;
  - (iii) appear as a witness or participate in conciliation or arbitration, before the FWC;
  - (iv) present information on the Association at orientation sessions for new Doctors.
- (c) A Representative required to attend management or consultative meetings outside of paid time will be paid to attend.
- (d) A Representative will be provided with access to facilities such as telephones, computers, email, noticeboards and meeting rooms in a manner that does not adversely affect service delivery and work requirements of the Health Service. In the case of an HSR, facilities will include other facilities as necessary to enable them to perform their functions as prescribed under the OHS Act.

#### **76.5 Noticeboard**

- (a) A noticeboard for the Association's use will be readily accessible in each ward/unit/work area or nearest staff room where persons eligible to be members of the Association are employed.
- (b) The Association and members covered by this Agreement will, during the life of this Agreement, consult over the development of an electronic noticeboard managed by the Association.

#### **76.6 Meeting Space**

In the absence of agreement on a location for the holding of Association meetings, the room where one or more of the Doctors who may participate in the meeting ordinarily take meal or other breaks will be the meeting room for the purpose of Association meetings. Nothing in this clause is intended to override the operation of the Act.

#### **76.7 Secondment to the Association**

A Health Service will, on application, grant leave without pay to a Doctor for the purpose of secondment or other arrangement to work for the Association subject to the Health Service's reasonable operational requirements.

#### **76.8 Doctors holding official positions with the Association**

A Health Service will, on application by the Association, grant leave without loss of pay to a Doctor for the purpose of fulfilling their duties as an official of the Council or Executive body of the Association. For a member of the AMA/ASMOF Council, this currently involves 4 meetings per year (plus travel time). For AMA/ASMOF Executive Council members this involves an additional 12 meetings (plus travel time).

#### **76.9 Association Training**

*NOTE: A HSR may be entitled to any training in accordance with the OHS Act rather than, or in addition to, this clause.*

- (a) Subject to the conditions in this subclause 76.9, Doctors selected by the Association to attend training courses on industrial relations and/or health and

safety will be entitled to a maximum of five days' paid leave per calendar year per Doctor.

- (b) Leave in excess of five days and up to ten days may be granted in a calendar year subject to the total leave being granted in that year and in the subsequent year not exceeding ten days.
- (c) The granting of leave will be subject to the Health Service's operational requirements. The granting of leave will not be unreasonably withheld.
- (d) Leave under this subclause is granted on the following conditions:
  - (i) applications are accompanied by a statement from the Association advising that it has nominated the Doctor or supports the application;
  - (ii) the training is conducted by the Association, an association of unions or accredited training provider; and
  - (iii) the application is made as early as practicable and not less than two weeks before the training.
- (e) The Doctor will be paid their ordinary pay for normal rostered hours , but excluding shift work, overtime and other allowances.
- (f) Leave in accordance with this clause may include necessary travelling time in normal hours immediately before or after the course.
- (g) Leave granted under this clause will count as service for all purposes of this Agreement.
- (h) Expenses associated with attendance at training courses, including fares, accommodation and meal costs are not the responsibility of the Health Service.

#### **76.10 Agreement Implementation Committees**

- (a) A local agreement implementation committee (**AIC**) will continue or, if there is not currently an AIC in operation, be established at each Health Service. Having regard for the size and location, an AIC may be appropriate at each facility/campus. The AIC will, where practicable, comprise equal numbers of representatives of the Employer and the AMA/ASMOF for the purposes of:
  - (i) agreement implementation;
  - (ii) on-going monitoring and assessment of the implementation of this Agreement; and
  - (iii) dealing with any local disputes that may arise, without limiting the Dispute Resolution Procedure in this Agreement.
- (b) Priority items for consideration by the AIC will be developed by the parties.

## **77 Service Delivery Partnership Plan**

**77.1** The parties are committed to contributing to improve the productivity and efficiency of the Victorian public health by:

- (a) improving patient treatment times through flow improvements and discharge practices;
- (b) enhancing patient safety through increased immunisation/vaccination rates;

- (c) reducing illness and injury through occupational health and safety interventions;
- (d) collaboration between the parties to reduce the environmental impact of health services;
- (e) modernising the Agreement through the development and implementation of common enterprise agreement clauses across agreements in the Victorian public health sector where possible;
- (f) jointly working to enable the Victorian health system to excel in meeting the National Safety and Quality Health Service Standards;
- (g) collaboration between the parties to reduce duplication of training and promote recognition of training across health services;
- (h) collaboration between the parties to monitor onboarding and credentialing practices to identify opportunities for common application requirements and the implementation of electronic onboarding and credentialing;
- (i) jointly monitoring the proper implementation of the Training Time clause for Registrars;
- (j) collaboration between the parties over the life of the Agreement to better accommodate long service leave arrangements for Doctors employed by two or more concurrent Health Services;
- (k) collaboration between the parties to develop guidelines to assist employers in facilitating genuine job-share arrangements for Doctors in Training;
- (l) establishing a Fatigue Management Review, the terms of reference of which to be agreed between the parties within six (6) months of the commencement of the Agreement;
- (m) establishing a joint working party comprised of representatives from VHIA, Health Services, the AMA and the Department of Health and Human Services (where suitable) to identify how and when two year contracts can be accommodated within the existing classification structure;
- (n) continued support for private practice arrangements.

**77.2** To facilitate the achievement of the above initiatives the parties agree to establish a Service Delivery Partnership Plan Working Group (**SDPPWG**) within six months of the Agreement being approved by the FWC. The role of the SDPPWG will be to discuss, implement and monitor progress towards achieving the initiatives outlined in this clause.

**77.3** The SDPPWG will comprise nominated representatives from the AMA, the Victorian Hospitals' Industrial Association and the Department of Health and Human Services (as required). The SDPPWG may, by agreement, establish sub-groups or delegate individual matters to a relevant health service(s) as required.

**77.4** In relation to the initiative described in subclause 77.1(m), the parties commit to implementing two year contracts at the earliest opportunity and will do so during the life of this Agreement to the extent possible.

**77.5** A dispute over the implementation of this clause will be dealt with through conciliation in accordance with clause 12 (Dispute Resolution).

## 78 Health Service obligations

78.1 A Health Service must not dismiss, threaten to dismiss, injure or threaten to injure a Doctor in respect of his or her employment nor alter the Doctor's position, or threaten to alter the position to the Doctor's detriment for the following reasons:

- (a) the Doctor has been, is, or proposes to become an Officer, delegate or member of the Association; or
- (b) the Doctor is entitled to the benefits of the Agreement, or has asked to receive the benefit; or
- (c) the Doctor has appeared, or proposes to appear, as a witness, or has given or proposes to give evidence in a proceeding under the Act; or
- (d) the Doctor, being a member of the Association which is seeking better industrial conditions, is dissatisfied with employment conditions; or (e) the Doctor was absent from rostered duty because:
  - (i) the absence was for the purpose of carrying out duties or exercising rights as an Officer or delegate of the Association; or
  - (ii) the Doctor applied for leave before the absence referred to in subclause 78.1(e)(i) above and the Health Service unreasonably refused or withheld consent for the leave.
- (f) The Officer, delegate or member of the Association has done or proposes to do an act or thing which is lawful for the purpose of furthering or protecting the industrial interests of the Association or its members. The act or thing must be done within the limits of authority expressly conferred on the Doctor by the Association in accordance with the rules of the Association.
- (g) The absences referred to above must not exceed a period of five consecutive working days or a total of five working days in any four week period without a written request from the officer of the Association. Authorisation of any such absence must not be unreasonably withheld by the Health Service. Provided sufficient and appropriate notice is given, the onus is placed on the Health Service to explain the circumstances of any refusal to release the Doctor from duty as expeditiously as possible.

The absences referred to above must be without pay unless otherwise agreed to by the Health Service.