

28 July 2006 Heads of Agreement

This Heads of Agreement (**the Agreement**) is made on 28 July 2006 between The Australian Medical Association Victoria (AMA), the Australian Salaried Medical Officers' Federation (ASMOF), the Victorian Hospitals' Industrial Association (VHIA) and the Department of Human Services (**DHS**).

This Agreement will operate for the period 1 July 2006 to 30 June 2008, or until replaced by a new Agreement.

This Agreement applies to all employed doctors working as such including Medical Directors, within the Victorian Public Health sector.

Common Provisions

1. Remuneration

All wages and allowances payable shall be increased by the amount shown as follows:

- 3% from the first pay period on or from 1 July 2006
- 3% from the first pay period on or from 1 Jan 2007
- 3% from the first pay period on or from 1 July 2007

Wages and allowances shall be increased using the same formula applied to salaries and allowances that occurred in item 5.1 of the Medical Remuneration Review Agreement 2002 (Heads of Agreement).

2. Continuing Medical Education (CME) Payment

2.1 Specialists

The parties agree to the general application of a benchmark provision of two weeks professional development leave and reimbursement of up to \$20,000 pa (inclusive of any applicable FBT) for full-time specialists for reasonable expenditure on approved continuing medical education activities. Fractional Specialists are entitled to reimbursement on a pro-rata basis.

This arrangement does not replace existing entitlements nor add to those entitlements except where the existing benefit is less than the above benchmark. In all cases, first call is to be on reimbursement entitlement available from SPF's, trust funds etc where they are applicable.

2.2 Doctors In Training

The parties agree that Doctors In Training receive some financial assistance in undertaking medical education.

Health services agree to reimburse Doctors In Training up to \$1,000 pa (inclusive of any applicable FBT) towards costs for equipment, books and like expenses incurred in respect of medical education.

The Hospitals' policy and procedure for claiming this entitlement must be made available to all doctors via the required Unit Handbook.

3. Paid Maternity/ Adoption Leave

The parties agree that the entitlement to paid Maternity Leave and paid Adoption Leave for all Doctors will increase to eight weeks paid leave from the date of agreement. Paid Parental Leave can be taken at half-pay for twice the period of absence at the request of the Doctor.

4. Safe Hours of Work

The obligation to work safely applies to both employer and employee.

Many issues relating to the subject of Safe Hours are either so complex or so situational that they must be dealt with by the parties involved, based on the situation at hand and within a generally accepted framework. It is agreed that the *National Code of Practice – Hours of Work, Shiftwork and Rostering for Hospital Doctors* forms a suitable framework under which to consider safe working hours issues.

Employers confirm their responsibility not to roster or arrange work hours such that an excessive or unsafe work pattern for Doctors exists at the Employer's place of work.

Doctors should not perform work outside of their principal employment such that it would result in an overall excessive or unsafe work pattern for the Doctor.

Specialists

5. Clinical and Non-Clinical Activities

The parties agree that 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.

The parties agree that Specialists, 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 hospital meetings, continuing medical education/ maintenance of professional standards, quality assurance, research other than clinical research, audit and post-graduate and undergraduate teaching activities.

It is agreed between the parties that 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.

6. Sabbatical Leave

Parties acknowledge the current sabbatical leave entitlements and agree that access by Specialists to Sabbatical Leave entitlements will only be available where the Specialist intends to undertake an approved course of study or research related to his/her work and that otherwise complies with the terms and requirements for Sabbatical Leave.

It is agreed that where Sabbatical Leave applications cause difficulties due to excessive costs associated with backfill, a health service may apply to the Department of Human Services for assistance in meeting backfill costs.

The Department will assist the health service by meeting the unavoidable difference in costs between backfilling the position at a salaried rate and backfilling the position at a reasonable locum or fee for service rate.

Access to this funding assistance is only available:

- To Victorian public hospitals/health services that directly employ full-time or fractional specialists and are listed in Schedules 1 - 5 of the Health Services Act 1988 (Vic);
- To support Sabbatical Leave accrued by specialists and approved by the eligible Victorian public hospital in strict accordance with the terms of Clause 25 of the *Hospital Specialists and Medical Administrators Award 2002*
- In respect of replacing Specialists embarking on a period approved Sabbatical Leave of 13 weeks or more.

7. Allowance in Lieu of Private Practice Earnings

The parties agree that full time specialists who on average do not receive private practice income of at least 20% of the relevant base rate for the treatment of private or compensable patients shall receive an 'Allowance in Lieu of Private Practice'. This allowance will increase their salary to ensure payment of 120% of their relevant base rate.

Relevant base rate is the rate shown in this agreement for the specialist's classification and level of experience and includes the 10% On Call and 10% Continuous Duty allowances provided for by the *Hospital Specialists and Medical Administrators Award 2002*.

Specialists in receipt of a salary or salary and private practice income of more than 120% of the relevant base rate are not entitled to this allowance.

The payment of this allowance shall be reviewed annually by health services to ensure the above conditions still apply.

8. Annual Leave – On-Call Roster

The parties agree that Fractional Specialists who make themselves available to participate in the health service's On-Call roster, and regularly accept calls from the Health Service, will be entitled to five weeks annual leave (pro rata) each year.

Doctors In Training

9. Night Duty Allowance

The parties agree that the existing allowance for Doctors In Training for the performance of Night Shift Duty will be replaced by a new allowance of 25% of the Doctor's base hourly rate of pay for each hour worked during a rostered shift finishing the day after it began or beginning after midnight and before 6.30am.

10. Conference/ Seminar Leave

Subject to an application being made prior to 31 March and having not been refused, a Doctor In Training will receive one week of paid Conference Leave, and, at the discretion of the Hospital, may receive a further two weeks paid Conference Leave (for a total of three weeks), to attend any conference, workshop or seminar to fulfil College training requirements.

A Hospital may only refuse the minimum one week of paid Conference Leave where:

- The refusal is based on circumstances outside the control of the Hospital;

- The reasons for the refusal are provided to the Doctor in writing within 14 days of the application for leave being received by the Hospital.

A Doctor In Training who has had their application for the minimum one week's paid Conference Leave refused may utilise the Agreement's Dispute Resolution procedure.

11. Examination Leave

The parties agree that the current Examination Leave entitlement will also be available to Doctors In Training undertaking Australian Medical Council (AMC) examinations.

12. Clinical Handover

The parties agree that a comprehensive handover of clinical information between all staff is important.

The parties agree to develop guidelines through a tripartite Central Committee auspiced by DHS to enable Health Services to review

- The current incidence of clinical handover;
- Systems and rostering to implement safe, efficient and accurate handover of clinical care information, including electronic handover processes.

The established guidelines will be used by Health Services to locally review and implement agreed outcomes in relevant clinical areas within 12 months from the date of this Agreement.

13. Re-Call Payments

The parties agree that where a Doctor in Training has been re-called to duty, a further re-call payment cannot occur within the initial three hour period except where the Doctor in Training has left the vicinity of the hospital and/or returned to his/her place of residence.

14. Training Rotations

The parties agree to update the existing training rotations clause to clarify definitions and responsibilities to confirm that the Parent Hospital remains the employer during the period of secondment.

15. Notice of Termination

The parties agree that at least 4 weeks notice of termination will be given by the Hospital or the Doctor In Training, or 4 weeks wages paid or forfeited in lieu of such notice, unless otherwise agreed.

Other Matters

16. Ministerial Review of Doctors in Victorian Public Health

The Minister for Health will commission a Panel to review the factors contributing to the delivery of high quality health services for the Victorian public by the public sector medical workforce.

The Review will specifically focus on the issue of:

- Recruitment of the medical workforce in Victoria

- Medical workforce retention in the public sector
- Medical workforce administration and clinical support
- Teaching, training and clinical leadership issues within the medical workforce

In focussing on recruitment and retention issues the Review will have regard to public health sector medical workforce remuneration and the optimal utilisation of medical staffing and resources in order to provide the best quality medical services for the Victorian public health system.

In light of the above, the Review will make **recommendations** that address measures to enhance the availability of the highest quality and most suitably qualified medical staff in Victorian public hospitals.

The final report will incorporate recommendations in relation to:

- Remuneration levels
- Infrastructure requirements
- Utilisation of medical staffing and resources

DHS, the AMA and VHIA will agree on the selection of an appropriate individual(s)/organisation for recommendation to the Minister to undertake the Review.

The Panel will report and provide recommendations to the Minister by 1 September 2007.

A copy of the report and recommendations will be made available to the parties within one month of presentation to the Minister.

17. Family Leave Test Case

The parties agree that the terms of the Family Provisions Test Case will be incorporated into the Agreement.

18. Dispute Resolution

The parties agree to incorporate Industrial Relations Victoria's Model Dispute Resolution clause into the Agreement.

19. No Extra Claims

The parties bound by this Agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the employees to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.

20. Savings Clause

This Agreement does not affect entitlements received by a Doctor before the Agreement was made that are of a better standard than provided for in this Agreement.

21. Commencement of Payments and Intention to Make Workplace Agreements

The following conditions are clearly in addition to any existing entitlements provided to Doctors except where otherwise provided. The parties agree to facilitate the implementation of the above salary increases at the earliest date and subsequently by entering into Workplace Agreements reflecting the above and current conditions pursuant to the *Workplace Relations Act 1996*.

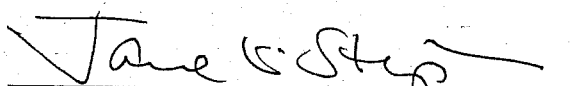
Nothing in this agreement will affect any current superior term or condition of employment.

22. Parties Bound by Workplace Agreements

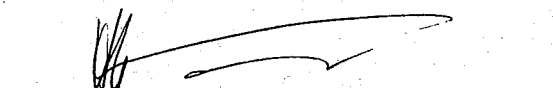
The Workplace Agreements shall be binding upon the employer parties, and any successor, assignee or transmittee of the business or part of the business of the employer, and the Australian Salaried Medical Officers' Federation, and Doctors employed by an employer party.

Signed

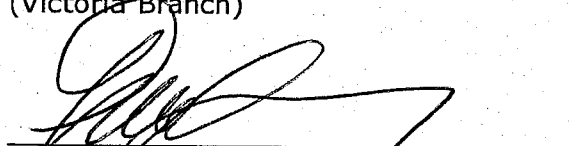
For and behalf of the Australian Medical Association (Victoria) Limited:


(Executive Director) (Witnessed)


(date 31 July 2006)



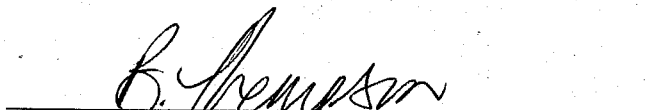
For and behalf of the Australian Salaried Medical Officers' Federation:
(Victoria Branch)


(Chief Executive Officer) (Witnessed)

(date 28 July 2006)




For and behalf of the Department Of Human Services


(Director, Industrial Relations) (Witnessed)

(date 28 July 2006)



For and behalf of the Victorian Hospitals' Industrial Association (on Behalf of Victorian Public Hospitals and Community Health Centres)


(Chief Executive Officer) (Witnessed)

(date 28 July 2006)

