

NOTICE OF FILING

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Details of Filing

Document Lodged: Defence - Form 33 - Rule 16.32
File Number: VID774/2021
File Title: THE AUSTRALIAN SALARIED MEDICAL OFFICERS' FEDERATION
& ANOR v BENDIGO HEALTH
Registry: VICTORIA REGISTRY - FEDERAL COURT OF AUSTRALIA



Dated: 6/05/2022 3:42:12 PM AEST

A handwritten signature in blue ink that reads 'Sia Lagos'.

Registrar

Important Information

As required by the Court's Rules, this Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

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Defence

Federal Court of Australia
District Registry: Victoria
Division: Fair Work

No. VID774/2021

The Australian Salaried Medical Officers' Federation

First Applicant

Catherine Gaggin

Second Applicant

Bendigo Health

Respondent

By way of defence to the statement of claim dated 20 December 2021 (**Statement of Claim**), the respondent says as follows:

Notes:

A. Unless otherwise defined, capitalised terms have the meaning ascribed to them in the Statement of Claim.

A THE PARTIES

A1 The applicants and the Group Members

1. As to paragraph 1, the respondent:

- (a) admits that the first applicant and the second applicant purport to bring this claim pursuant to Part IVA of the *Federal Court of Australia Act 1976* (Cth);
- (b) in relation to the second applicant (**Dr Gaggin**):
 - (i) admits the allegations in sub-paragraphs (c) to (e);
 - (ii) does not admit the allegations in sub-paragraph (f) and (g);
- (c) in relation to the alleged Group Members:

Filed on behalf of: The respondent

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(i) admits that there were persons with the characteristics alleged in sub-paragraphs (c) to (e) (**Doctors in Training**);

(ii) otherwise does not admit the allegations in paragraph 1.

2. The respondent admits paragraph 2.

3. The respondent admits paragraph 3.

4. As to paragraph 4, the respondent:

(a) denies that the Group Members have claims against it as pleaded in the Statement of Claim for the reasons set out below;

(b) otherwise does not know and therefore cannot admit the allegations in paragraph 4.

A2 The respondent

5. The respondent admits paragraph 5.

B THE AGREEMENTS

B1 The 2013 Agreement

Application and Coverage

6. The respondent admits paragraph 6.

Doctor Responsibilities

7. The respondent admits paragraph 7.

Hours of Work, Rostering, and Overtime

8. The respondent admits paragraph 8.

9. The respondent admits paragraph 9.

10. As to paragraph 10, the respondent:

(a) admits that the 2013 Agreement contains clauses 32.1, 32.2.1 and 32.2.2 as pleaded in the Statement of Claim;

(b) says further that the 2013 Agreement also contains the following clauses:

32.2.3 *Overtime may be converted into carer's leave in accordance with sub clause 47.3.3.*

32.3 Protocols – Authorised Un-rostered Overtime

32.3.1 *A Protocol must exist in the Hospital whereby overtime that cannot be authorised in advance but has been worked will be paid if it meets appropriate, clearly defined criteria.*

32.3.2 *The protocols described in sub clause 32.3.1 will be structured on the following basis:*

- (a) *the Doctor has performed the overtime due to a demonstrable clinical need and that need could not have been met by some other means;*
- (b) *authorisation of the overtime could not reasonably have been made in advance of the Doctor performing the work;*
- (c) *the Doctor has claimed for retrospective authorisation of overtime on the first occasion possible after the overtime was worked and on no occasion later than the completion of that pay fortnight;*
- (d) *the Doctor has recorded the reason for working the overtime and the duties performed in a form capable of Hospital audit and review; and*
- (e) *the claim for overtime must be reviewed by a Senior Doctor authorised by the Hospital to do so within 14 days of the claim being submitted.*

B2 The 2018 Agreement

Application and Coverage

11. The respondent admits paragraph 11.

Doctor Responsibilities

12. The respondent admits paragraph 12.

Hours of Work, Rostering, and Overtime

13. The respondent admits paragraph 13.

14. The respondent admits paragraph 14.

15. As to paragraph 15, the respondent:

- (a) admits that the 2018 Agreement contains clauses 36.1, 36.2(a) to (c) as pleaded in the Statement of Claim;
- (b) says further that the 2018 Agreement also contains the following clauses:

36.2(d) *Overtime may be converted into carer's leave in accordance with subclause 61.3(c).*

36.3 Protocols - Authorised Un-rostered Overtime

- (a) *A Protocol must exist in the Health Service whereby overtime that cannot be authorised in advance but has been worked will be paid if it meets appropriate, clearly defined criteria.*
- (b) *The protocols described in sub clause 36.3(a) will be structured on the following basis:*
 - (i) *the Doctor has performed the overtime due to a demonstrable clinical need and that need could not have been met by some other means;*
 - (ii) *authorisation of the overtime could not reasonably have been made in advance of the Doctor performing the work;*
 - (iii) *the Doctor has claimed for retrospective authorisation of overtime on the first occasion possible after the overtime was worked and on no occasion later than the completion of that pay fortnight;*
 - (iv) *the Doctor has recorded the reason for working the overtime and the duties performed in a form capable of Health Service audit and review; and*
 - (v) *the claim for overtime must be reviewed by a Senior Doctor authorised by the Health Service to do so within 14 days of the claim being submitted.*

C DUTIES AND RESPONSIBILITIES OF DR GAGGIN AND GROUP MEMBERS

16. As to paragraph 16, the respondent:

- (a) admits that during the Relevant Period, Dr Gaggin's duties and responsibilities when providing medical services included, from time to time:
 - (i) ward round preparation;
 - (ii) medical emergencies;
 - (iii) medical records;
 - (iv) handover;
 - (v) outpatient care; and
 - (vi) other medical services;
- (b) otherwise does not admit the allegations in paragraph 16.

D THE SECOND APPLICANT'S CLAIM

17. The respondent admits paragraph 17.

D1 First Emergency Department Rotation – 11 January 2016 to 20 March 2016

18. The respondent admits paragraph 18.

Rosters

19. As to paragraph 19, the respondent:

- (a) admits that during the First Emergency Department Rotation, Dr Gaggin was rostered to work as pleaded;
- (b) says further that, in accordance with cl. 26.1.2 of the 2013 Agreement, as pleaded in paragraph 9 above, the First Emergency Department Rotation rosters factored in and allowed time for the performance of the duties and responsibilities admitted at paragraph 16 of the Defence.

Medical records

20. As to paragraph 20, the respondent:

- (a) admits that Dr Gaggin's duties and responsibilities when providing medical services included undertaking the completion of medical records;
- (b) says that in accordance with cl. 26.1.2 of the 2013 Agreement, the First Emergency Department Rotation roster factored in and allowed time for undertaking the completion of medical records;
- (c) otherwise denies the allegations in paragraph 20.

21. As to paragraph 21, the respondent:

- (a) says that there were occasions where Dr Gaggin was present at Bendigo Hospital during the First Emergency Department Rotation outside of her rostered ordinary working hours;
- (b) says further that:
 - (i) in accordance with cl. 32.3 of the 2013 Agreement, Bendigo Health implemented a protocol for the authorisation of and remuneration for unrostered overtime, being overtime in excess of rostered ordinary working hours that was required due to a demonstrable operational or clinical need that could not be provided in some other way (**Unrostered Overtime**) (the **Overtime Protocol**);

Particulars

The Overtime Protocol was in writing and contained in the Bendigo Health Overtime Protocol (as amended from time to time) and the Bendigo Health Roster Compliance, Extended Duties and On-call / Re-call – Doctors in Training Protocol (as amended from time to time).

- (ii) any Doctor in Training who worked Unrostered Overtime could submit a claim for authorisation and remuneration for that Unrostered Overtime by completing an Extended Duty Notification form (**Overtime Claim**);
- (iii) in accordance with the Overtime Protocol, any Unrostered Overtime must be authorised:
 - A. in advance of the Doctor in Training working the Unrostered Overtime, by the Doctor in Training's manager or delegate;
 - B. after the Doctor in Training worked the Unrostered Overtime, by the relevant Executive Director.
- (iv) in accordance with the Overtime Protocol, any claim for retrospective authorisation of Unrostered Overtime must be made on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;
- (v) in accordance with the Overtime Protocol, any Overtime Claim must be reviewed by a Senior Doctor authorised by Bendigo Hospital to do so within 14 days of the Overtime Claim being submitted;
- (vi) Dr Gaggin was aware of the Overtime Protocol and Bendigo Health's approach to Unrostered Overtime;

Particulars

Dr Gaggin's employment contracts dated 5 October 2015, 23 October 2016, 6 February 2017, 7 August 2017, 4 September 2018, and 15 October 2019, stated that the current version of Bendigo Health's policies, written procedures, rules, regulations (which included the Overtime Protocol) could be accessed from Bendigo Health's intranet or a copy could be requested from her manager.

The Overtime Protocol was available on the Bendigo Health intranet.

Information about the Overtime Protocol was available from Dr Gaggin's roster coordinator.

At the commencement of the First Emergency Department Rotation, Dr Gaggin was provided with access to the “ED Central & Med Portal”, on which information the Overtime Protocol and Overtime Claims was accessible.

From 2019 onwards, the Doctors in Training Corporate Orientation Guide specifically referred to the need for Doctors in Training to be aware of the Bendigo Health Roster Compliance, Extended Duties and On-call Re-call Policy, in particular the requirement to have a Senior Doctor (Consultant) sign off on all Unrostered Overtime at the first occasion possible after the overtime was worked and for all claims to be signed by no later than completion of that pay fortnight.

- (vii) if Dr Gaggin performed medical records overtime as pleaded in the Statement of Claim, she was able to submit an Overtime Claim;
- (viii) during the First Emergency Department Rotation, Dr Gaggin submitted Overtime Claims for Unrostered Overtime, which were approved and Dr Gaggin has not identified any such claims for which she was not paid;

(c) otherwise denies the allegations in paragraph 21.

22. As to paragraph 22, the respondent:

- (a) refers to and repeats paragraphs 20 and 21 above;
- (b) says further that the Overtime Protocol expressly states that the fact a Doctor in Training is observed by a manager staying back after a shift does not constitute authorisation for overtime;
- (c) otherwise does not admit the allegations in paragraph 22.

23. As to paragraph 23, the respondent:

- (a) refers to and repeats paragraphs 20 to 22 above;
- (b) says that:
 - (i) whether Dr Gaggin was authorised to work any alleged medical records overtime (including whether Dr Gaggin worked the alleged overtime due to a demonstrable clinical need that could not be met by other means) depends on the circumstances of each alleged occasion;
 - (ii) further or alternatively, pursuant to the Overtime Protocol, Dr Gaggin was required to seek authorisation and to submit an Overtime Claim for any medical records overtime

on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;

- (iii) Dr Gaggin has not provided particulars of the circumstances of each alleged occasion of medical records overtime worked (including of the demonstrable clinical need that could not be met by other means), nor provided particulars of the advance authorisation given to her for such overtime, nor provided particulars of the claims made by her (and approved by Bendigo Health) for retrospective authorisation of such overtime, and Bendigo Health cannot properly plead without those particulars;

- (c) otherwise denies the allegations in paragraph 23.

24. As to paragraph 24, the respondent:

- (a) refers to and repeats paragraphs 20 to 23 above;

- (b) says further that:

- (i) any entitlement to payment for Unrostered Overtime is subject to the condition that Dr Gaggin make an Overtime Claim in relation to the overtime purportedly worked;
- (ii) Dr Gaggin has not provided particulars of any occasions on which she allegedly:
 - A. worked medical record overtime;
 - B. sought and received advance authorisation for such overtime;
 - C. made an Overtime Claim for that medical records overtime; and
 - D. was subsequently not paid;
- (iii) if Dr Gaggin did not make an Overtime Claim in respect of the alleged medical records overtime, then it ought be concluded that either:
 - A. Dr Gaggin did not work such overtime;
 - B. Dr Gaggin was not authorised to work such overtime (including because there was no demonstrable clinical need that could not have been met by other means); and/or
 - C. Dr Gaggin was in attendance at the Bendigo Hospital for reasons other than due to a demonstrable clinical need that could not have been met by other means, including voluntarily;

- (iv) further or alternatively, Dr Gaggin is estopped from asserting the contrary of the matters in subparagraphs (iii)(A) and (iii)(B) above for the reasons in paragraphs 357 to 368 below;
 - (c) otherwise denies the allegations in paragraph 24.
25. As to paragraph 25, the respondent:
- (a) says that if:
 - (i) Dr Gaggin had made an Overtime Claim; and
 - (ii) the Bendigo Overtime Claim satisfied the criteria set out in the Overtime Protocol, Bendigo Health would have considered and processed the Bendigo Overtime Claim in accordance with the Overtime Protocol;
 - (b) otherwise denies the allegations in paragraph 25.
26. As to paragraph 26, the respondent
- (a) refers to and repeats paragraphs 20 to 25 above; and
 - (b) otherwise denies the allegations in paragraph 26.
27. As to paragraph 27, the respondent
- (a) refers to and repeats paragraphs 20 to 25 above; and
 - (b) otherwise denies the allegations in paragraph 27.

Handover overtime

28. As to paragraph 28, the respondent:
- (a) admits that Dr Gaggin's duties and responsibilities when providing medical services included completing handover;
 - (b) says that in accordance with cl. 26.1.2 of the 2013 Agreement, the First Emergency Department Rotation roster factored in and allowed time for the completion of handover.
29. As to paragraph 29, the respondent:
- (a) refers to and repeats paragraph 21(b) above;
 - (b) says further that if Dr Gaggin performed handover overtime as pleaded, she was entitled to submit an Overtime Claim;

(c) otherwise denies the allegations in paragraph 29.

30. As to paragraph 30, the respondent:

(a) refers to and repeats paragraphs 28 and 29 above;

(b) says further that the Overtime Protocol expressly states that the fact a Doctor in Training is observed by a manager staying back after a shift does not constitute authorisation for overtime;

(c) otherwise denies the allegations in paragraph 30.

31. As to paragraph 31, the respondent:

(a) refers to and repeats paragraphs 28, 29 and 30 above;

(b) says that:

(i) whether Dr Gaggin was authorised to work any alleged handover overtime (including whether Dr Gaggin worked the overtime due to a demonstrable clinical need that could not be met by other means) depends on the circumstances of each alleged occasion;

(ii) further or alternatively, pursuant to the Overtime Protocol, Dr Gaggin was required to seek authorisation and to submit an Overtime Claim for any handover overtime on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;

(iii) Dr Gaggin has not provided particulars of the circumstances of each alleged occasion of handover overtime worked (including of the demonstrable clinical need that could not be met by other means), nor provided particulars of the advance authorisation given to her for such overtime, nor provided particulars of the claims made by her (and approved by Bendigo Health) for retrospective authorisation of such overtime, and Bendigo Health cannot properly plead without those particulars;

(c) otherwise denies the allegations in paragraph 31.

32. As to paragraph 32, the respondent:

(a) refers to and repeats paragraphs 28 to 31 above;

(b) says further that:

(i) any entitlement to payment for Unrostered Overtime is subject to the condition that Dr Gaggin make an Overtime Claim in relation to the overtime purportedly worked;

- (ii) Dr Gaggin has not provided particulars of any occasions on which she allegedly:
 - A. worked handover overtime;
 - B. sought and received advance authorisation for such overtime;
 - C. made an Overtime Claim for that handover overtime; and
 - D. was subsequently not paid;
 - (iii) if Dr Gaggin did not make an Overtime Claim in respect of the alleged handover overtime, then it ought be concluded that either:
 - A. Dr Gaggin did not work such overtime;
 - B. Dr Gaggin was not authorised to work such overtime (including because there was no demonstrable clinical need that could not have been met by other means); and/or
 - C. Dr Gaggin was in attendance at Bendigo Hospital for reasons other than due to a demonstrable clinical need that could not have been met by other means, including voluntarily;
 - (iv) further or alternatively, Dr Gaggin is estopped from asserting the contrary of the matters in subparagraphs (iii)(A) and (iii)(B) above for the reasons in paragraphs 357 to 368 below;
- (c) otherwise denies the allegations in paragraph 32.
33. As to paragraph 33, the respondent:
- (a) says that if:
 - (i) Dr Gaggin had made an Overtime Claim; and
 - (ii) the Bendigo Overtime Claim satisfied the criteria set out in the Overtime Protocol, Bendigo Health would have considered and processed the Bendigo Overtime Claim in accordance with the Overtime Protocol;
 - (b) otherwise denies the allegations in paragraph 33.
34. As to paragraph 34, the respondent:
- (a) refers to and repeats paragraphs 28 to 33 above; and
 - (b) otherwise denies the allegations in paragraph 34.

35. As to paragraph 35, the respondent:

- (a) refers to and repeats paragraphs 28 to 33 above; and
- (b) otherwise denies the allegations in paragraph 35.

Other medical services

36. As to paragraph 36, the respondent:

- (a) admits that Dr Gaggin's duties and responsibilities when providing medical services included completing patient care;
- (b) says that in accordance with cl. 26.1.2 of the 2013 Agreement, the First Emergency Department Rotation roster factored in and allowed time for the completion of other medical services including patient care.

37. As to paragraph 37, the respondent:

- (a) refers to and repeats paragraph 21(b) above;
- (b) says further that if Dr Gaggin performed patient care overtime as pleaded, she was entitled to submit an Overtime Claim;
- (c) otherwise denies the allegations in paragraph 37.

38. As to paragraph 38, the respondent:

- (a) refers to and repeats paragraphs 36 and 37 above;
- (b) says further that the Overtime Protocol expressly states that the fact a Doctor in Training is observed by a manager staying back after a shift does not constitute authorisation for overtime;
- (c) otherwise denies the allegations in paragraph 38.

39. As to paragraph 39, the respondent:

- (a) refers to and repeats paragraphs 36 to 38 above;
- (b) says that:
 - (i) whether Dr Gaggin was authorised to work any alleged patient care overtime (including whether Dr Gaggin worked the overtime due to a demonstrable clinical need that could not be met by other means) depends on the circumstances of each alleged occasion;

- (ii) further or alternatively, pursuant to the Overtime Protocol, Dr Gaggin was required to seek authorisation and to submit an Overtime Claim for any patient care overtime on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;
 - (iii) Dr Gaggin has not provided particulars of the circumstances of each alleged occasion of patient care overtime worked (including of the demonstrable clinical need that could not be met by other means), nor provided particulars of the advance authorisation given to her for such overtime, nor provided particulars of the claims made by her (and approved by Bendigo Health) for retrospective authorisation of such overtime, and Bendigo Health cannot properly plead without those particulars;
- (c) otherwise denies the allegations in paragraph 39.

40. As to paragraph 40, the respondent:

- (a) refers to and repeats paragraphs 36 to 39 above;
- (b) says further that:
 - (i) any entitlement to payment for Unrostered Overtime is subject to the condition that Dr Gaggin make an Overtime Claim in relation to the overtime purportedly worked;
 - (ii) Dr Gaggin has not provided particulars of any occasions on which she allegedly:
 - A. worked patient care overtime;
 - B. sought and received advance authorisation for such overtime;
 - C. made an Overtime Claim for that patient care overtime; and
 - D. was subsequently not paid;
 - (iii) if Dr Gaggin did not make an Overtime Claim in respect of the alleged patient care overtime, then it ought be concluded that either:
 - A. Dr Gaggin did not work such overtime;
 - B. Dr Gaggin was not authorised to work such overtime (including because there was no demonstrable clinical need that could not have been met by other means); and/or
 - C. Dr Gaggin was in attendance at Bendigo Hospital for reasons other than due to a demonstrable clinical need that could not have been met by other means, including voluntarily;

(iv) further or alternatively, Dr Gaggin is estopped from asserting the contrary of the matters in subparagraphs (iii)(A) and (iii)(B) above for the reasons in paragraphs 357 to 368 below;

(c) otherwise denies the allegations in paragraph 40.

41. As to paragraph 41, the respondent:

(a) says that if:

(i) Dr Gaggin had made an Overtime Claim; and

(ii) the Bendigo Overtime Claim satisfied the criteria set out in the Overtime Protocol, Bendigo Health would have considered and processed the Bendigo Overtime Claim in accordance with the Overtime Protocol;

(b) otherwise denies the allegations in paragraph 41.

42. As to paragraph 42, the respondent:

(a) refers to and repeats paragraphs 36 to 41 above; and

(b) otherwise denies the allegations in paragraph 42.

43. As to paragraph 43, the respondent:

(a) refers to and repeats paragraphs 36 to 41 above; and

(b) otherwise denies the allegations in paragraph 43.

D2 General Medicine rotation - 21 March 2016 to 29 May 2016

44. The respondent admits paragraph 44.

Rosters

45. As to paragraph 45, the respondent:

(a) admits paragraph 45;

(b) says further that, in accordance with cl. 26.1.2 of the 2013 Agreement, as pleaded in paragraph 9 above, the General Medicine Rotation rosters factored in and allowed time for the performance of the duties and responsibilities admitted at paragraph 16 of the Defence.

Ward Round Preparation

46. As to paragraph 46, the respondent:

- (a) admits that Dr Gaggin's duties and responsibilities when providing medical services included preparing for ward rounds;
- (b) says that in accordance with cl. 26.1.2 of the 2013 Agreement, the General Medicine Rotation roster factored in and allowed time for the preparation for ward rounds.

47. As to paragraph 47, the respondent:

- (a) refers to and repeats paragraph 21(b) above;
- (b) states further that the Unit Orientation Guide for the General Medical Unit states that all staff must have a good working knowledge of Bendigo Health Policies and Procedures via PROMPT, which included a copy of the Overtime Protocol;
- (c) says further that if Dr Gaggin performed ward round preparation overtime as pleaded, she was entitled to submit an Overtime Claim;
- (d) otherwise denies the allegations in paragraph 47.

48. As to paragraph 48, the respondent:

- (a) refers to and repeats paragraphs 46 and 47 above;
- (b) otherwise denies the allegations in paragraph 48.

49. As to paragraph 49, the respondent:

- (a) refers to and repeats paragraphs 46 to 48 above;
- (b) says that:
 - (i) whether Dr Gaggin was authorised to work any alleged ward round preparation overtime (including whether Dr Gaggin worked the overtime due to a demonstrable clinical need that could not be met by other means) depends on the circumstances of each alleged occasion;
 - (ii) further or alternatively, pursuant to the Overtime Protocol, Dr Gaggin was required to seek authorisation and to submit an Overtime Claim for any ward round preparation overtime on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;
 - (iii) Dr Gaggin has not provided particulars of the circumstances of each alleged occasion of ward round preparation overtime worked (including of the demonstrable clinical need that could not be met by other means), nor provided particulars of the advance

authorisation given to her for such overtime, nor provided particulars of the claims made by her (and approved by Bendigo Health) for retrospective authorisation of such overtime, and Bendigo Health cannot properly plead without those particulars;

(c) otherwise denies the allegations in paragraph 49.

50. As to paragraph 50, the respondent:

(a) refers to and repeats paragraphs 46 to 49 above;

(b) says further that:

(i) any entitlement to payment for Unrostered Overtime is subject to the condition that Dr Gaggin make an Overtime Claim in relation to the overtime purportedly worked;

(ii) Dr Gaggin has not provided particulars of any occasions on which she allegedly:

A. worked ward round preparation overtime;

B. sought and received advance authorisation for such overtime;

C. made an Overtime Claim for that ward round preparation overtime; and

D. was subsequently not paid;

(iii) if Dr Gaggin did not make an Overtime Claim in respect of the alleged ward round preparation overtime, then it ought be concluded that either:

A. Dr Gaggin did not work such overtime;

B. Dr Gaggin was not authorised to work such overtime (including because there was no demonstrable clinical need that could not have been met by other means); and/or

C. Dr Gaggin was in attendance at Bendigo Hospital for reasons other than due to a demonstrable clinical need that could not have been met by other means, including voluntarily;

(iv) further or alternatively, Dr Gaggin is estopped from asserting the contrary of the matters in subparagraphs (iii)(A) and (iii)(B) above for the reasons in paragraphs 357 to 368 below;

(c) otherwise denies the allegations in paragraph 50.

51. As to paragraph 51, the respondent:

- (a) says that if:
 - (i) Dr Gaggin had made an Overtime Claim; and
 - (ii) the Bendigo Overtime Claim satisfied the criteria set out in the Overtime Protocol, Bendigo Health would have considered and processed the Bendigo Overtime Claim in accordance with the Overtime Protocol;
- (b) otherwise denies the allegations in paragraph 51.

52. As to paragraph 52, the respondent:

- (a) refers to and repeats paragraphs 46 to 51 above; and
- (b) otherwise denies the allegations in paragraph 52.

53. As to paragraph 53, the respondent:

- (a) refers to and repeats paragraphs 46 to 51 above; and
- (b) otherwise denies the allegations in paragraph 53.

Medical records overtime

54. As to paragraph 54, the respondent:

- (a) admits that Dr Gaggin's duties and responsibilities when providing medical services included completing medical records;
- (b) says that in accordance with cl. 26.1.2 of the 2013 Agreement, the General Medicine Rotation roster factored in and allowed time for the completion of medical records.

55. As to paragraph 55, the respondent:

- (a) refers to and repeats paragraph 21(b) above;
- (b) says further that if Dr Gaggin performed medical records overtime as pleaded, she was entitled to submit an Overtime Claim;
- (c) otherwise denies the allegations in paragraph 55.

56. As to paragraph 56, the respondent:

- (a) refers to and repeats paragraphs 54 and 55 above;

- (b) says further that the Overtime Protocol expressly states that the fact a Doctor in Training is observed by a manager staying back after a shift does not constitute authorisation for overtime;
- (c) otherwise denies the allegations in paragraph 56.

57. As to paragraph 57, the respondent:

- (a) refers to and repeats paragraphs 54 to 56 above;
- (b) says that:
 - (i) whether Dr Gaggin was authorised to work any alleged medical records overtime (including whether Dr Gaggin worked the overtime due to a demonstrable clinical need that could not be met by other means) depends on the circumstances of each alleged occasion;
 - (ii) further or alternatively, pursuant to the Overtime Protocol, Dr Gaggin was required to seek authorisation and to submit an Overtime Claim for any medical records overtime on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;
 - (iii) Dr Gaggin has not provided particulars of the circumstances of each alleged occasion of medical records overtime worked (including of the demonstrable clinical need that could not be met by other means), nor provided particulars of the advance authorisation given to her for such overtime, nor provided particulars of the claims made by her (and approved by Bendigo Health) for retrospective authorisation of such overtime, and Bendigo Health cannot properly plead without those particulars;
- (c) otherwise denies the allegations in paragraph 57.

58. As to paragraph 58, the respondent:

- (a) refers to and repeats paragraphs 54 to 57 above;
- (b) says further that:
 - (i) any entitlement to payment for Unrostered Overtime is subject to the condition that Dr Gaggin make an Overtime Claim in relation to the overtime purportedly worked;
 - (ii) Dr Gaggin has not provided particulars of any occasions on which she allegedly:
 - A. worked medical records overtime;
 - B. sought and received advance authorisation for such overtime;

- C. made an Overtime Claim for that medical records overtime; and
 - D. was subsequently not paid;
- (iii) if Dr Gaggin did not make an Overtime Claim in respect of the alleged medical records overtime, then it ought be concluded that either:
- A. Dr Gaggin did not work such overtime;
 - B. Dr Gaggin was not authorised to work such overtime (including because there was no demonstrable clinical need that could not have been met by other means); and/or
 - C. Dr Gaggin was in attendance at Bendigo Hospital for reasons other than due to a demonstrable clinical need that could not have been met by other means, including voluntarily;
- (iv) further or alternatively, Dr Gaggin is estopped from asserting the contrary of the matters in subparagraphs (iii)(A) and (iii)(B) above for the reasons in paragraphs 357 to 368 below;
- (c) otherwise denies the allegations in paragraph 58.
59. As to paragraph 59, the respondent:
- (a) says that if:
 - (i) Dr Gaggin had made an Overtime Claim; and
 - (ii) the Bendigo Overtime Claim satisfied the criteria set out in the Overtime Protocol, Bendigo Health would have considered and processed the Bendigo Overtime Claim in accordance with the Overtime Protocol;
 - (b) otherwise denies the allegations in paragraph 59.
60. As to paragraph 60, the respondent:
- (a) refers to and repeats paragraphs 54 to 59 above; and
 - (b) otherwise denies the allegations in paragraph 60.
61. As to paragraph 61, the respondent:
- (a) refers to and repeats paragraphs 54 to 59 above; and
 - (b) otherwise denies the allegations in paragraph 61.

Outpatient care overtime

62. As to paragraph 62, the respondent:

- (a) admits that Dr Gaggin's duties and responsibilities when providing medical services included completing outpatient care;
- (b) says that in accordance with cl. 26.1.2 of the 2013 Agreement, the General Medicine Rotation roster factored in and allowed time for the completion of outpatient care.

63. As to paragraph 63, the respondent:

- (a) refers to and repeats paragraph 21(b) above;
- (b) says further that if Dr Gaggin performed outpatient care overtime as pleaded, she was entitled to submit an Overtime Claim;
- (c) otherwise denies the allegations in paragraph 63.

64. As to paragraph 64, the respondent:

- (a) refers to and repeats paragraphs 62 and 63 above;
- (b) says further that the Overtime Protocol expressly states that the fact a Doctor in Training is observed by a manager staying back after a shift does not constitute authorisation for overtime;
- (c) otherwise denies the allegations in paragraph 64.

65. As to paragraph 65, the respondent:

- (a) refers to and repeats paragraphs 62 to 64 above;
- (b) says that:
 - (i) whether Dr Gaggin was authorised to work any alleged outpatient care overtime (including whether Dr Gaggin worked the overtime due to a demonstrable clinical need that could not be met by other means) depends on the circumstances of each alleged occasion;
 - (ii) further or alternatively, pursuant to the Overtime Protocol, Dr Gaggin was required to seek authorisation and to submit an Overtime Claim for any outpatient care overtime on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;

(iii) Dr Gaggin has not provided particulars of the circumstances of each alleged occasion of outpatient care overtime worked (including of the demonstrable clinical need that could not be met by other means), nor provided particulars of the advance authorisation given to her for such overtime, nor provided particulars of the claims made by her (and approved by Bendigo Health) for retrospective authorisation of such overtime, and Bendigo Health cannot properly plead without those particulars;

(c) otherwise denies the allegations in paragraph 65.

66. As to paragraph 66, the respondent:

(a) refers to and repeats paragraphs 62 to 65 above;

(b) says further that:

(i) any entitlement to payment for Unrostered Overtime is subject to the condition that Dr Gaggin make an Overtime Claim in relation to the overtime purportedly worked;

(ii) Dr Gaggin has not provided particulars of any occasions on which she allegedly:

A. worked outpatient care overtime;

B. sought and received advance authorisation for such overtime;

C. made an Overtime Claim for that outpatient care overtime; and

D. was subsequently not paid;

(iii) if Dr Gaggin did not make an Overtime Claim in respect of the alleged outpatient care overtime, then it ought be concluded that either:

A. Dr Gaggin did not work such overtime;

B. Dr Gaggin was not authorised to work such overtime (including because there was no demonstrable clinical need that could not have been met by other means); and/or

C. Dr Gaggin was in attendance at Bendigo Hospital for reasons other than due to a demonstrable clinical need that could not have been met by other means, including voluntarily;

(iv) further or alternatively, Dr Gaggin is estopped from asserting the contrary of the matters in subparagraphs (iii)(A) and (iii)(B) above for the reasons in paragraphs 357 to 368 below;

(c) otherwise denies the allegations in paragraph 66.

67. As to paragraph 67, the respondent:

- (a) says that if:
 - (i) Dr Gaggin had made an Overtime Claim; and
 - (ii) the Bendigo Overtime Claim satisfied the criteria set out in the Overtime Protocol, Bendigo Health would have considered and processed the Bendigo Overtime Claim in accordance with the Overtime Protocol;
- (b) otherwise denies the allegations in paragraph 67.

68. As to paragraph 68, the respondent:

- (a) refers to and repeats paragraphs 62 to 67 above; and
- (b) otherwise denies the allegations in paragraph 68.

69. As to paragraph 69, the respondent:

- (a) refers to and repeats paragraphs 62 to 67 above; and
- (b) otherwise denies the allegations in paragraph 69.

Other medical services

70. As to paragraph 70, the respondent:

- (a) admits that Dr Gaggin's duties and responsibilities when providing medical services included completing patient care;
- (b) says that in accordance with cl. 26.1.2 of the 2013 Agreement, the General Medicine Rotation roster factored in and allowed time for the completion of other medical services including patient care.

71. As to paragraph 71, the respondent:

- (a) refers to and repeats paragraph 21(b) above;
- (b) says further that if Dr Gaggin performed patient care overtime as pleaded, she was entitled to submit an Overtime Claim;
- (c) otherwise denies the allegations in paragraph 71.

72. As to paragraph 72, the respondent:

- (a) refers to and repeats paragraphs 70 and 71 above;
- (b) says further that the Overtime Protocol expressly states that the fact a Doctor in Training is observed by a manager staying back after a shift does not constitute authorisation for overtime;
- (c) otherwise denies the allegations in paragraph 72.

73. As to paragraph 73, the respondent:

- (a) refers to and repeats paragraphs 70 to 72 above;
- (b) says that:
 - (i) whether Dr Gaggin was authorised to work any alleged patient care overtime (including whether Dr Gaggin worked the overtime due to a demonstrable clinical need that could not be met by other means) depends on the circumstances of each alleged occasion;
 - (ii) further or alternatively, pursuant to the Overtime Protocol, Dr Gaggin was required to seek authorisation and to submit an Overtime Claim for any patient care overtime on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;
 - (iii) Dr Gaggin has not provided particulars of the circumstances of each alleged occasion of patient care overtime worked (including of the demonstrable clinical need that could not be met by other means), nor provided particulars of the advance authorisation given to her for such overtime, nor provided particulars of the claims made by her (and approved by Bendigo Health) for retrospective authorisation of such overtime, and Bendigo Health cannot properly plead without those particulars;
- (c) otherwise denies the allegations in paragraph 73.

74. As to paragraph 74, the respondent:

- (a) refers to and repeats paragraphs 70 to 73 above;
- (b) says further that:
 - (i) any entitlement to payment for Unrostered Overtime is subject to the condition that Dr Gaggin make an Overtime Claim in relation to the overtime purportedly worked;
 - (ii) Dr Gaggin has not provided particulars of any occasions on which she allegedly:
 - A. worked patient care overtime;

- B. sought and received advance authorisation for such overtime;
 - C. made an Overtime Claim for that patient care overtime; and
 - D. was subsequently not paid;
- (iii) if Dr Gaggin did not make an Overtime Claim in respect of the alleged patient care overtime, then it ought be concluded that either:
- A. Dr Gaggin did not work such overtime;
 - B. Dr Gaggin was not authorised to work such overtime (including because there was no demonstrable clinical need that could not have been met by other means); and/or
 - C. Dr Gaggin was in attendance at Bendigo Hospital for reasons other than due to a demonstrable clinical need that could not have been met by other means, including voluntarily;
- (iv) further or alternatively, Dr Gaggin is estopped from asserting the contrary of the matters in subparagraphs (iii)(A) and (iii)(B) above for the reasons in paragraphs 357 to 368 below;
- (c) otherwise denies the allegations in paragraph 74.
75. As to paragraph 75, the respondent:
- (a) says that if:
 - (i) Dr Gaggin had made an Overtime Claim; and
 - (ii) the Bendigo Overtime Claim satisfied the criteria set out in the Overtime Protocol, Bendigo Health would have considered and processed the Bendigo Overtime Claim in accordance with the Overtime Protocol;
 - (b) otherwise denies the allegations in paragraph 75.
76. As to paragraph 76, the respondent:
- (a) refers to and repeats paragraphs 70 to 75 above; and
 - (b) otherwise denies the allegations in paragraph 76.
77. As to paragraph 77, the respondent:
- (a) refers to and repeats paragraphs 70 to 75 above; and

- (b) otherwise denies the allegations in paragraph 77.

Handover overtime

78. As to paragraph 78, the respondent:

- (a) admits that Dr Gaggin's duties and responsibilities when providing medical services included completing handover;
- (b) says that in accordance with cl. 26.1.2 of the 2013 Agreement, the General Medicine Rotation roster factored in and allowed time for the completion of handover.

79. As to paragraph 79, the respondent:

- (a) refers to and repeats paragraph 21(b) above;
- (b) says further that if Dr Gaggin performed handover overtime as pleaded, she was entitled to submit an Overtime Claim;
- (c) otherwise denies the allegations in paragraph 79.

80. As to paragraph 80, the respondent:

- (a) refers to and repeats paragraphs 78 and 79 above;
- (b) says further that the Overtime Protocol expressly states that the fact a Doctor in Training is observed by a manager staying back after a shift does not constitute authorisation for overtime;
- (c) otherwise denies the allegations in paragraph 80.

81. As to paragraph 81, the respondent:

- (a) refers to and repeats paragraphs 78 to 80 above;
- (b) says that:
 - (i) whether Dr Gaggin was authorised to work any alleged handover overtime (including whether Dr Gaggin worked the overtime due to a demonstrable clinical need that could not be met by other means) depends on the circumstances of each alleged occasion;
 - (ii) further or alternatively, pursuant to the Overtime Protocol, Dr Gaggin was required to seek authorisation and to submit an Overtime Claim for any handover overtime on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;

(iii) Dr Gaggin has not provided particulars of the circumstances of each alleged occasion of handover overtime worked (including of the demonstrable clinical need that could not be met by other means), nor provided particulars of the advance authorisation given to her for such overtime, nor provided particulars of the claims made by her (and approved by Bendigo Health) for retrospective authorisation of such overtime, and Bendigo Health cannot properly plead without those particulars;

(c) otherwise denies the allegations in paragraph 81.

82. As to paragraph 82, the respondent:

(a) refers to and repeats paragraphs 78 to 81 above;

(b) says further that:

(i) any entitlement to payment for Unrostered Overtime is subject to the condition that Dr Gaggin make an Overtime Claim in relation to the overtime purportedly worked;

(ii) Dr Gaggin has not provided particulars of any occasions on which she allegedly:

A. worked handover overtime;

B. sought and received advance authorisation for such overtime;

C. made an Overtime Claim for that handover overtime; and

D. was subsequently not paid;

(iii) if Dr Gaggin did not make an Overtime Claim in respect of the alleged handover overtime, then it ought be concluded that either:

A. Dr Gaggin did not work such overtime;

B. Dr Gaggin was not authorised to work such overtime (including because there was no demonstrable clinical need that could not have been met by other means); and/or

C. Dr Gaggin was in attendance at Bendigo Hospital for reasons other than due to a demonstrable clinical need that could not have been met by other means, including voluntarily;

(iv) further or alternatively, Dr Gaggin is estopped from asserting the contrary of the matters in subparagraphs (iii)(A) and (iii)(B) above for the reasons in paragraphs 357 to 368 below;

(c) otherwise denies the allegations in paragraph 82.

83. As to paragraph 83, the respondent:

- (a) says that if:
 - (i) Dr Gaggin had made an Overtime Claim; and
 - (ii) the Bendigo Overtime Claim satisfied the criteria set out in the Overtime Protocol, Bendigo Health would have considered and processed the Bendigo Overtime Claim in accordance with the Overtime Protocol;
- (b) otherwise denies the allegations in paragraph 83.

84. As to paragraph 84, the respondent:

- (a) refers to and repeats paragraphs 78 to 83 above; and
- (b) otherwise denies the allegations in paragraph 84.

85. As to paragraph 85, the respondent:

- (a) refers to and repeats paragraphs 78 to 83 above; and
- (b) otherwise denies the allegations in paragraph 85.

D3 Second Emergency Department Rotation – 15 August 2016 to 23 October 2016

86. The respondent admits paragraph 86.

Rosters

87. As to paragraph 87, the respondent:

- (a) admits that during the Second Emergency Department Rotation, Dr Gaggin was rostered to work as pleaded;
- (b) says further that, in accordance with cl. 26.1.2 of the 2013 Agreement, as pleaded in paragraph 9 above, the Second Emergency Department Rotation rosters factored in and allowed time for the performance of the duties and responsibilities admitted at paragraph 16 of the Defence.

Medical records overtime

88. As to paragraph 88, the respondent:

- (a) admits that Dr Gaggin's duties and responsibilities when providing medical services included completing medical records;

- (b) says that in accordance with cl. 26.1.2 of the 2013 Agreement, the General Medicine Rotation roster factored in and allowed time for the completion of medical records.

89. As to paragraph 89, the respondent:

- (a) refers to and repeats paragraph 21(b) above;
- (b) says further that if Dr Gaggin performed medical records overtime as pleaded, she was entitled to submit an Overtime Claim;
- (c) otherwise denies the allegations in paragraph 89.

90. As to paragraph 90, the respondent:

- (a) refers to and repeats paragraphs 88 and 89 above;
- (b) says further that the Overtime Protocol expressly states that the fact a Doctor in Training is observed by a manager staying back after a shift does not constitute authorisation for overtime;
- (c) otherwise denies the allegations in paragraph 90.

91. As to paragraph 91, the respondent:

- (a) refers to and repeats paragraphs 88 to 90 above;
- (b) says that:
 - (i) whether Dr Gaggin was authorised to work any alleged medical records overtime (including whether Dr Gaggin worked the overtime due to a demonstrable clinical need that could not be met by other means) depends on the circumstances of each alleged occasion;
 - (ii) further or alternatively, pursuant to the Overtime Protocol, Dr Gaggin was required to seek authorisation and to submit an Overtime Claim for any medical records overtime on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;
 - (iii) Dr Gaggin has not provided particulars of the circumstances of each alleged occasion of medical records overtime worked (including of the demonstrable clinical need that could not be met by other means), nor provided particulars of the advance authorisation given to her for such overtime, nor provided particulars of the claims made by her (and approved by Bendigo Health) for retrospective authorisation of such overtime, and Bendigo Health cannot properly plead without those particulars;
- (c) otherwise denies the allegations in paragraph 91.

92. As to paragraph 92, the respondent:

- (a) refers to and repeats paragraphs 88 to 91 above;
- (b) says further that:
 - (i) any entitlement to payment for Unrostered Overtime is subject to the condition that Dr Gaggin make an Overtime Claim in relation to the overtime purportedly worked;
 - (ii) Dr Gaggin has not provided particulars of any occasions on which she allegedly:
 - A. worked medical records overtime;
 - B. sought and received advance authorisation for such overtime;
 - C. made an Overtime Claim for that medical records overtime; and
 - D. was subsequently not paid;
 - (iii) if Dr Gaggin did not make an Overtime Claim in respect of the alleged medical records overtime, then it ought be concluded that either:
 - A. Dr Gaggin did not work such overtime;
 - B. Dr Gaggin was not authorised to work such overtime (including because there was no demonstrable clinical need that could not have been met by other means); and/or
 - C. Dr Gaggin was in attendance at Bendigo Hospital for reasons other than due to a demonstrable clinical need that could not have been met by other means, including voluntarily;
 - (iv) further or alternatively, Dr Gaggin is estopped from asserting the contrary of the matters in subparagraphs (iii)(A) and (iii)(B) above for the reasons in paragraphs 357 to 368 below;
- (c) otherwise denies the allegations in paragraph 92.

93. As to paragraph 93, the respondent:

- (a) says that if:
 - (i) Dr Gaggin had made an Overtime Claim; and
 - (ii) the Bendigo Overtime Claim satisfied the criteria set out in the Overtime Protocol,

Bendigo Health would have considered and processed the Bendigo Overtime Claim in accordance with the Overtime Protocol;

(b) otherwise denies the allegations in paragraph 93.

94. As to paragraph 94, the respondent:

(a) refers to and repeats paragraphs 88 to 93 above; and

(b) otherwise denies the allegations in paragraph 94.

95. As to paragraph 95, the respondent:

(a) refers to and repeats paragraphs 88 to 93 above; and

(b) otherwise denies the allegations in paragraph 95.

Handover overtime

96. As to paragraph 96, the respondent:

(a) admits that Dr Gaggin's duties and responsibilities when providing medical services included completing handover;

(b) says that in accordance with cl. 26.1.2 of the 2013 Agreement, the Second Emergency Department Rotation roster factored in and allowed time for the completion of handover.

97. As to paragraph 97, the respondent:

(a) refers to and repeats paragraph 21(b) above;

(b) says further that if Dr Gaggin performed handover overtime as pleaded, she was entitled to submit an Overtime Claim;

(c) otherwise denies the allegations in paragraph 97.

98. As to paragraph 98, the respondent:

(a) refers to and repeats paragraphs 96 and 97 above;

(b) says further that the Overtime Protocol expressly states that the fact a Doctor in Training is observed by a manager staying back after a shift does not constitute authorisation for overtime;

(c) otherwise denies the allegations in paragraph 98.

99. As to paragraph 99, the respondent:

- (a) refers to and repeats paragraphs 96 to 98 above;
- (b) says that:
 - (i) whether Dr Gaggin was authorised to work any alleged handover overtime (including whether Dr Gaggin worked the overtime due to a demonstrable clinical need that could not be met by other means) depends on the circumstances of each alleged occasion;
 - (ii) further or alternatively, pursuant to the Overtime Protocol, Dr Gaggin was required to seek authorisation and to submit an Overtime Claim for any handover overtime on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;
 - (iii) Dr Gaggin has not provided particulars of the circumstances of each alleged occasion of handover overtime worked (including of the demonstrable clinical need that could not be met by other means), nor provided particulars of the advance authorisation given to her for such overtime, nor provided particulars of the claims made by her (and approved by Bendigo Health) for retrospective authorisation of such overtime, and Bendigo Health cannot properly plead without those particulars;
- (c) otherwise denies the allegations in paragraph 99.

100. As to paragraph 100, the respondent:

- (a) refers to and repeats paragraphs 96 to 99 above;
- (b) says further that:
 - (i) any entitlement to payment for Unrostered Overtime is subject to the condition that Dr Gaggin make an Overtime Claim in relation to the overtime purportedly worked;
 - (ii) Dr Gaggin has not provided particulars of any occasions on which she allegedly:
 - A. worked handover overtime;
 - B. sought and received advance authorisation for such overtime;
 - C. made an Overtime Claim for that handover overtime; and
 - D. was subsequently not paid;
 - (iii) if Dr Gaggin did not make an Overtime Claim in respect of the alleged handover overtime, then it ought be concluded that either:
 - A. Dr Gaggin did not work such overtime;

B. Dr Gaggin was not authorised to work such overtime (including because there was no demonstrable clinical need that could not have been met by other means); and/or

C. Dr Gaggin was in attendance at Bendigo Hospital for reasons other than due to a demonstrable clinical need that could not have been met by other means, including voluntarily;

(iv) further or alternatively, Dr Gaggin is estopped from asserting the contrary of the matters in subparagraphs (iii)(A) and (iii)(B) above for the reasons in paragraphs 357 to 368 below;

(c) otherwise denies the allegations in paragraph 100.

101. As to paragraph 101, the respondent:

(a) says that if:

(i) Dr Gaggin had made an Overtime Claim; and

(ii) the Bendigo Overtime Claim satisfied the criteria set out in the Overtime Protocol, Bendigo Health would have considered and processed the Bendigo Overtime Claim in accordance with the Overtime Protocol;

(b) otherwise denies the allegations in paragraph 101.

102. As to paragraph 102, the respondent:

(a) refers to and repeats paragraphs 96 to 101 above; and

(b) otherwise denies the allegations in paragraph 102.

103. As to paragraph 103, the respondent:

(a) refers to and repeats paragraphs 96 to 101 above; and

(b) otherwise denies the allegations in paragraph 103.

Other medical services

104. As to paragraph 104, the respondent:

(a) admits that Dr Gaggin's duties and responsibilities when providing medical services included completing patient care;

- (b) says that in accordance with cl. 26.1.2 of the 2013 Agreement, the Second Emergency Department Rotation roster factored in and allowed time for the completion of other medical services including patient care.

105. As to paragraph 105, the respondent:

- (a) refers to and repeats paragraph 21(b) above;
- (b) says further that if Dr Gaggin performed patient care overtime as pleaded, she was entitled to submit an Overtime Claim;
- (c) otherwise denies the allegations in paragraph 105.

106. As to paragraph 106, the respondent:

- (a) refers to and repeats paragraphs 104 and 105 above;
- (b) says further that the Overtime Protocol expressly states that the fact a Doctor in Training is observed by a manager staying back after a shift does not constitute authorisation for overtime;
- (c) otherwise denies the allegations in paragraph 106.

107. As to paragraph 107, the respondent:

- (a) refers to and repeats paragraphs 104 to 106 above;
- (b) says that:
 - (i) whether Dr Gaggin was authorised to work any alleged patient care overtime (including whether Dr Gaggin worked the overtime due to a demonstrable clinical need that could not be met by other means) depends on the circumstances of each alleged occasion;
 - (ii) further or alternatively, pursuant to the Overtime Protocol, Dr Gaggin was required to seek authorisation and to submit an Overtime Claim for any patient care overtime on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;
 - (iii) Dr Gaggin has not provided particulars of the circumstances of each alleged occasion of patient care overtime worked (including of the demonstrable clinical need that could not be met by other means), nor provided particulars of the advance authorisation given to her for such overtime, nor provided particulars of the claims made by her (and approved by Bendigo Health) for retrospective authorisation of such overtime, and Bendigo Health cannot properly plead without those particulars;

(c) otherwise denies the allegations in paragraph 107.

108. As to paragraph 108, the respondent:

- (a) refers to and repeats paragraphs 104 to 107 above;
- (b) says further that:
 - (i) any entitlement to payment for Unrostered Overtime is subject to the condition that Dr Gaggin make an Overtime Claim in relation to the overtime purportedly worked;
 - (ii) Dr Gaggin has not provided particulars of any occasions on which she allegedly:
 - A. worked patient care overtime;
 - B. sought and received advance authorisation for such overtime;
 - C. made an Overtime Claim for that patient care overtime; and
 - D. was subsequently not paid;
 - (iii) if Dr Gaggin did not make an Overtime Claim in respect of the alleged patient care overtime, then it ought be concluded that either:
 - A. Dr Gaggin did not work such overtime;
 - B. Dr Gaggin was not authorised to work such overtime (including because there was no demonstrable clinical need that could not have been met by other means); and/or
 - C. Dr Gaggin was in attendance at Bendigo Hospital for reasons other than due to a demonstrable clinical need that could not have been met by other means, including voluntarily;
 - (iv) further or alternatively, Dr Gaggin is estopped from asserting the contrary of the matters in subparagraphs (iii)(A) and (iii)(B) above for the reasons in paragraphs 357 to 368 below;
- (c) otherwise denies the allegations in paragraph 108.

109. As to paragraph 109, the respondent:

- (a) says that if:
 - (i) Dr Gaggin had made an Overtime Claim; and
 - (ii) the Bendigo Overtime Claim satisfied the criteria set out in the Overtime Protocol,

Bendigo Health would have considered and processed the Bendigo Overtime Claim in accordance with the Overtime Protocol;

(b) otherwise denies the allegations in paragraph 109.

110. As to paragraph 110, the respondent:

(a) refers to and repeats paragraphs 104 to 109 above; and

(b) otherwise denies the allegations in paragraph 110.

111. As to paragraph 111, the respondent:

(a) refers to and repeats paragraphs 104 to 109 above; and

(b) otherwise denies the allegations in paragraph 111.

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112. The respondent admits paragraph 112.

Rosters

113. As to paragraph 113, the respondent:

(a) admits that during the General Surgery Rotation, Dr Gaggin was rostered to work as pleaded;

(b) says further that, in accordance with cl. 26.1.2 of the 2013 Agreement, as pleaded in paragraph 9 above, the General Surgery Rotation rosters factored in and allowed time for the performance of the duties and responsibilities admitted at paragraph 16 of the Defence.

Ward Round Preparation

114. As to paragraph 114, the respondent:

(a) admits that Dr Gaggin's duties and responsibilities when providing medical services included preparing for ward rounds;

(b) says that in accordance with cl. 26.1.2 of the 2013 Agreement, the General Surgery Rotation roster factored in and allowed time for the preparation for ward rounds.

115. As to paragraph 115, the respondent:

(a) refers to and repeats paragraph 21(b) above;

- (b) says further that if Dr Gaggin performed ward round preparation overtime as pleaded, she was entitled to submit an Overtime Claim;
- (c) otherwise denies the allegations in paragraph 115.

116. As to paragraph 116, the respondent:

- (a) refers to and repeats paragraphs 114 and 115 above;
- (b) otherwise denies the allegations in paragraph 116.

117. As to paragraph 117, the respondent:

- (a) refers to and repeats paragraphs 114 to 115 above;
- (b) says that:
 - (i) whether Dr Gaggin was authorised to work any alleged ward round preparation overtime (including whether Dr Gaggin worked the overtime due to a demonstrable clinical need that could not be met by other means) depends on the circumstances of each alleged occasion;
 - (ii) further or alternatively, pursuant to the Overtime Protocol, Dr Gaggin was required to seek authorisation and to submit an Overtime Claim for any ward round preparation overtime on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;
 - (iii) Dr Gaggin has not provided particulars of the circumstances of each alleged occasion of ward round preparation overtime worked (including of the demonstrable clinical need that could not be met by other means), nor provided particulars of the advance authorisation given to her for such overtime, nor provided particulars of the claims made by her (and approved by Bendigo Health) for retrospective authorisation of such overtime, and Bendigo Health cannot properly plead without those particulars;
- (c) otherwise denies the allegations in paragraph 117.

118. As to paragraph 118, the respondent:

- (a) refers to and repeats paragraphs 114 to 117 above;
- (b) says further that:
 - (i) any entitlement to payment for Unrostered Overtime is subject to the condition that Dr Gaggin make an Overtime Claim in relation to the overtime purportedly worked;
 - (ii) Dr Gaggin has not provided particulars of any occasions on which she allegedly:

- A. worked ward round preparation overtime;
- B. sought and received advance authorisation for such overtime;
- C. made an Overtime Claim for that ward round preparation overtime; and
- D. was subsequently not paid;

(iii) if Dr Gaggin did not make an Overtime Claim in respect of the alleged ward round preparation overtime, then it ought be concluded that either:

- A. Dr Gaggin did not work such overtime;
- B. Dr Gaggin was not authorised to work such overtime (including because there was no demonstrable clinical need that could not have been met by other means); and/or
- C. Dr Gaggin was in attendance at Bendigo Hospital for reasons other than due to a demonstrable clinical need that could not have been met by other means, including voluntarily;

(iv) further or alternatively, Dr Gaggin is estopped from asserting the contrary of the matters in subparagraphs (iii)(A) and (iii)(B) above for the reasons in paragraphs 357 to 368 below;

(c) otherwise denies the allegations in paragraph 118.

119. As to paragraph 119, the respondent:

- (a) says that if:
 - (i) Dr Gaggin had made an Overtime Claim; and
 - (ii) the Bendigo Overtime Claim satisfied the criteria set out in the Overtime Protocol, Bendigo Health would have considered and processed the Bendigo Overtime Claim in accordance with the Overtime Protocol;

(b) otherwise denies the allegations in paragraph 119.

120. As to paragraph 120, the respondent:

- (a) refers to and repeats paragraphs 114 to 119 above; and
- (b) otherwise denies the allegations in paragraph 120.

121. As to paragraph 121, the respondent:

- (a) refers to and repeats paragraphs 114 to 119 above; and
- (b) otherwise denies the allegations in paragraph 121.

Handover overtime

122. As to paragraph 122, the respondent:

- (a) admits that Dr Gaggin's duties and responsibilities when providing medical services included completing handover;
- (b) says that in accordance with cl. 26.1.2 of the 2013 Agreement, the General Surgery Rotation roster factored in and allowed time for the completion of handover.

123. As to paragraph 123, the respondent:

- (a) refers to and repeats paragraph 21(b) above;
- (b) says further that if Dr Gaggin performed handover overtime as pleaded, she was entitled to submit an Overtime Claim;
- (c) otherwise denies the allegations in paragraph 123.

124. As to paragraph 124, the respondent:

- (a) refers to and repeats paragraphs 122 and 123 above;
- (b) says further that the Overtime Protocol expressly states that the fact a Doctor in Training is observed by a manager staying back after a shift does not constitute authorisation for overtime;
- (c) otherwise denies the allegations in paragraph 124.

125. As to paragraph 125, the respondent:

- (a) refers to and repeats paragraphs 122 to 124 above;
- (b) says that:
 - (i) whether Dr Gaggin was authorised to work any alleged handover overtime (including whether Dr Gaggin worked the overtime due to a demonstrable clinical need that could not be met by other means) depends on the circumstances of each alleged occasion;
 - (ii) further or alternatively, pursuant to the Overtime Protocol, Dr Gaggin was required to seek authorisation and to submit an Overtime Claim for any handover overtime on the

first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;

- (iii) Dr Gaggin has not provided particulars of the circumstances of each alleged occasion of handover overtime worked (including of the demonstrable clinical need that could not be met by other means), nor provided particulars of the advance authorisation given to her for such overtime, nor provided particulars of the claims made by her (and approved by Bendigo Health) for retrospective authorisation of such overtime, and Bendigo Health cannot properly plead without those particulars;

- (c) otherwise denies the allegations in paragraph 125.

126. As to paragraph 126, the respondent:

- (a) refers to and repeats paragraphs 122 to 125 above;
- (b) says further that:
 - (i) any entitlement to payment for Unrostered Overtime is subject to the condition that Dr Gaggin make an Overtime Claim in relation to the overtime purportedly worked;
 - (ii) Dr Gaggin has not provided particulars of any occasions on which she allegedly:
 - A. worked handover overtime;
 - B. sought and received advance authorisation for such overtime;
 - C. made an Overtime Claim for that handover overtime; and
 - D. was subsequently not paid;
 - (iii) if Dr Gaggin did not make an Overtime Claim in respect of the alleged handover overtime, then it ought be concluded that either:
 - A. Dr Gaggin did not work such overtime;
 - B. Dr Gaggin was not authorised to work such overtime (including because there was no demonstrable clinical need that could not have been met by other means); and/or
 - C. Dr Gaggin was in attendance at Bendigo Hospital for reasons other than due to a demonstrable clinical need that could not have been met by other means, including voluntarily;

(iv) further or alternatively, Dr Gaggin is estopped from asserting the contrary of the matters in subparagraphs (iii)(A) and (iii)(B) above for the reasons in paragraphs 357 to 368 below;

(c) otherwise denies the allegations in paragraph 126.

127. As to paragraph 127, the respondent:

(a) says that if:

(i) Dr Gaggin had made an Overtime Claim; and

(ii) the Bendigo Overtime Claim satisfied the criteria set out in the Overtime Protocol, Bendigo Health would have considered and processed the Bendigo Overtime Claim in accordance with the Overtime Protocol;

(b) otherwise denies the allegations in paragraph 127.

128. As to paragraph 128, the respondent:

(a) refers to and repeats paragraphs 122 to 127 above; and

(b) otherwise denies the allegations in paragraph 128.

129. As to paragraph 129, the respondent:

(a) refers to and repeats paragraphs 122 to 127 above; and

(b) otherwise denies the allegations in paragraph 129.

Medical records

130. As to paragraph 130, the respondent:

(a) admits that Dr Gaggin's duties and responsibilities when providing medical services included completing medical records;

(b) says that in accordance with cl. 26.1.2 of the 2013 Agreement, the General Surgery Rotation roster factored in and allowed time for the completion of medical records.

131. As to paragraph 131, the respondent:

(a) refers to and repeats paragraph 21(b) above;

(b) says further that if Dr Gaggin performed medical records overtime as pleaded, she was entitled to submit an Overtime Claim;

(c) otherwise denies the allegations in paragraph 131.

132. As to paragraph 132, the respondent:

(a) refers to and repeats paragraphs 130 and 131 above;

(b) otherwise denies the allegations in paragraph 132.

133. As to paragraph 133, the respondent:

(a) refers to and repeats paragraphs 130 to 131 above;

(b) says that:

(i) whether Dr Gaggin was authorised to work any alleged medical records overtime (including whether Dr Gaggin worked the overtime due to a demonstrable clinical need that could not be met by other means) depends on the circumstances of each alleged occasion;

(ii) further or alternatively, pursuant to the Overtime Protocol, Dr Gaggin was required to seek authorisation and to submit an Overtime Claim for any medical records overtime on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;

(iii) Dr Gaggin has not provided particulars of the circumstances of each alleged occasion of medical records overtime worked (including of the demonstrable clinical need that could not be met by other means), nor provided particulars of the advance authorisation given to her for such overtime, nor provided particulars of the claims made by her (and approved by Bendigo Health) for retrospective authorisation of such overtime, and Bendigo Health cannot properly plead without those particulars;

(c) otherwise denies the allegations in paragraph 133.

134. As to paragraph 134, the respondent:

(a) refers to and repeats paragraphs 130 to 133 above;

(b) says further that:

(i) any entitlement to payment for Unrostered Overtime is subject to the condition that Dr Gaggin make an Overtime Claim in relation to the overtime purportedly worked;

(ii) Dr Gaggin has not provided particulars of any occasions on which she allegedly:

A. worked medical records overtime;

- B. sought and received advance authorisation for such overtime;
- C. made an Overtime Claim for that medical records overtime; and
- D. was subsequently not paid;

(iii) if Dr Gaggin did not make an Overtime Claim in respect of the alleged medical records overtime, then it ought be concluded that either:

- A. Dr Gaggin did not work such overtime;
- B. Dr Gaggin was not authorised to work such overtime (including because there was no demonstrable clinical need that could not have been met by other means); and/or
- C. Dr Gaggin was in attendance at Bendigo Hospital for reasons other than due to a demonstrable clinical need that could not have been met by other means, including voluntarily;

(iv) further or alternatively, Dr Gaggin is estopped from asserting the contrary of the matters in subparagraphs (iii)(A) and (iii)(B) above for the reasons in paragraphs 357 to 368 below;

(c) otherwise denies the allegations in paragraph 134.

135. As to paragraph 135, the respondent:

(a) says that if:

- (i) Dr Gaggin had made an Overtime Claim; and
- (ii) the Bendigo Overtime Claim satisfied the criteria set out in the Overtime Protocol, Bendigo Health would have considered and processed the Bendigo Overtime Claim in accordance with the Overtime Protocol;

(b) otherwise denies the allegations in paragraph 135.

136. As to paragraph 136, the respondent:

- (a) refers to and repeats paragraphs 130 to 135 above; and
- (b) otherwise denies the allegations in paragraph 136.

137. As to paragraph 137, the respondent:

- (a) refers to and repeats paragraphs 130 to 135 above; and

- (b) otherwise denies the allegations in paragraph 137.

Medical Emergency

138. As to paragraph 138, the respondent:

- (a) admits that Dr Gaggin's duties and responsibilities when providing medical services included attending to medical emergencies;
- (b) says that in accordance with cl. 26.1.2 of the 2013 Agreement, the General Surgery Rotation roster factored in and allowed time for attending to medical emergencies.

139. As to paragraph 139, the respondent:

- (a) refers to and repeats paragraph 21(b) above;
- (b) says further that if Dr Gaggin performed medical emergencies overtime as pleaded, she was entitled to submit an Overtime Claim;
- (c) otherwise denies the allegations in paragraph 139.

140. As to paragraph 140, the respondent:

- (a) refers to and repeats paragraphs 138 and 139 above;
- (b) says further that if Dr Gaggin performed medical emergencies overtime as pleaded, she was entitled to submit an Overtime Claim;
- (c) otherwise denies the allegations in paragraph 140.

141. As to paragraph 141, the respondent:

- (a) refers to and repeats paragraphs 138 to 140 above;
- (b) says that:
 - (i) whether Dr Gaggin was authorised to work any alleged medical emergencies overtime (including whether Dr Gaggin worked the overtime due to a demonstrable clinical need that could not be met by other means) depends on the circumstances of each alleged occasion;
 - (ii) further or alternatively, pursuant to the Overtime Protocol, Dr Gaggin was required to seek authorisation and to submit an Overtime Claim for any medical emergencies overtime on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;

- (iii) Dr Gaggin has not provided particulars of the circumstances of each alleged occasion of medical emergencies overtime worked (including of the demonstrable clinical need that could not be met by other means), nor provided particulars of the advance authorisation given to her for such overtime, nor provided particulars of the claims made by her (and approved by Bendigo Health) for retrospective authorisation of such overtime, and Bendigo Health cannot properly plead without those particulars;

(c) otherwise denies the allegations in paragraph 141.

142. As to paragraph 142, the respondent:

(a) refers to and repeats paragraphs 138 to 141 above;

(b) says further that:

- (i) any entitlement to payment for Unrostered Overtime is subject to the condition that Dr Gaggin make an Overtime Claim in relation to the overtime purportedly worked;

- (ii) Dr Gaggin has not provided particulars of any occasions on which she allegedly:

- A. worked medical emergencies overtime;

- B. sought and received advance authorisation for such overtime;

- C. made an Overtime Claim for that medical emergencies overtime; and

- D. was subsequently not paid;

- (iii) if Dr Gaggin did not make an Overtime Claim in respect of the alleged medical emergencies overtime, then it ought be concluded that either:

- A. Dr Gaggin did not work such overtime;

- B. Dr Gaggin was not authorised to work such overtime (including because there was no demonstrable clinical need that could not have been met by other means); and/or

- C. Dr Gaggin was in attendance at Bendigo Hospital for reasons other than due to a demonstrable clinical need that could not have been met by other means, including voluntarily;

- (iv) further or alternatively, Dr Gaggin is estopped from asserting the contrary of the matters in subparagraphs (iii)(A) and (iii)(B) above for the reasons in paragraphs 357 to 368 below;

(c) otherwise denies the allegations in paragraph 142.

143. As to paragraph 143, the respondent:

- (a) says that if:
 - (i) Dr Gaggin had made an Overtime Claim; and
 - (ii) the Bendigo Overtime Claim satisfied the criteria set out in the Overtime Protocol, Bendigo Health would have considered and processed the Bendigo Overtime Claim in accordance with the Overtime Protocol;
- (b) otherwise denies the allegations in paragraph 143.

144. As to paragraph 144, the respondent:

- (a) refers to and repeats paragraphs 138 to 143 above; and
- (b) otherwise denies the allegations in paragraph 144.

145. As to paragraph 145, the respondent:

- (a) refers to and repeats paragraphs 138 to 143 above; and
- (b) otherwise denies the allegations in paragraph 145.

Other medical services

146. As to paragraph 146, the respondent:

- (a) admits that Dr Gaggin's duties and responsibilities when providing medical services included completing patient care;
- (b) says that in accordance with cl. 26.1.2 of the 2013 Agreement, the General Surgery Rotation roster factored in and allowed time for the completion of other medical services including patient care.

147. As to paragraph 147, the respondent:

- (a) refers to and repeats paragraph 21(b) above;
- (b) says further that if Dr Gaggin performed patient care overtime as pleaded, she was entitled to submit an Overtime Claim;
- (c) otherwise denies the allegations in paragraph 147.

148. As to paragraph 148, the respondent:

- (a) refers to and repeats paragraphs 146 and 147 above;
- (b) otherwise denies the allegations in paragraph 148.

149. As to paragraph 149, the respondent:

- (a) refers to and repeats paragraphs 146 to 148 above;
- (b) says that:
 - (i) whether Dr Gaggin was authorised to work any alleged patient care overtime (including whether Dr Gaggin worked the overtime due to a demonstrable clinical need that could not be met by other means) depends on the circumstances of each alleged occasion;
 - (ii) further or alternatively, pursuant to the Overtime Protocol, Dr Gaggin was required to seek authorisation and to submit an Overtime Claim for any patient care overtime on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;
 - (iii) Dr Gaggin has not provided particulars of the circumstances of each alleged occasion of patient care overtime worked (including of the demonstrable clinical need that could not be met by other means), nor provided particulars of the advance authorisation given to her for such overtime, nor provided particulars of the claims made by her (and approved by Bendigo Health) for retrospective authorisation of such overtime, and Bendigo Health cannot properly plead without those particulars;
- (c) otherwise denies the allegations in paragraph 149.

150. As to paragraph 150, the respondent:

- (a) refers to and repeats paragraphs 146 to 149 above;
- (b) says further that:
 - (i) any entitlement to payment for Unrostered Overtime is subject to the condition that Dr Gaggin make an Overtime Claim in relation to the overtime purportedly worked;
 - (ii) Dr Gaggin has not provided particulars of any occasions on which she allegedly:
 - A. worked patient care overtime;
 - B. sought and received advance authorisation for such overtime;
 - C. made an Overtime Claim for that patient care overtime; and

- D. was subsequently not paid;
- (iii) if Dr Gaggin did not make an Overtime Claim in respect of the alleged patient care overtime, then it ought be concluded that either:
- A. Dr Gaggin did not work such overtime;
 - B. Dr Gaggin was not authorised to work such overtime (including because there was no demonstrable clinical need that could not have been met by other means); and/or
 - C. Dr Gaggin was in attendance at Bendigo Hospital for reasons other than due to a demonstrable clinical need that could not have been met by other means, including voluntarily;
- (iv) further or alternatively, Dr Gaggin is estopped from asserting the contrary of the matters in subparagraphs (iii)(A) and (iii)(B) above for the reasons in paragraphs 357 to 368 below;
- (c) otherwise denies the allegations in paragraph 150.
151. As to paragraph 151, the respondent:
- (a) says that if:
 - (i) Dr Gaggin had made an Overtime Claim; and
 - (ii) the Bendigo Overtime Claim satisfied the criteria set out in the Overtime Protocol, Bendigo Health would have considered and processed the Bendigo Overtime Claim in accordance with the Overtime Protocol;
 - (b) otherwise denies the allegations in paragraph 151.
152. As to paragraph 152, the respondent:
- (a) refers to and repeats paragraphs 146 to 151 above; and
 - (b) otherwise denies the allegations in paragraph 152.
153. As to paragraph 153, the respondent:
- (a) refers to and repeats paragraphs 146 to 151 above; and
 - (b) otherwise denies the allegations in paragraph 153.

154. The respondent admits paragraph 154.

Rosters

155. As to paragraph 155, the respondent:

- (a) admits that during the Third Emergency Department Rotation, Dr Gaggin was rostered to work as pleaded;
- (b) says further that, in accordance with cl. 26.1.2 of the 2013 Agreement, as pleaded in paragraph 9 above, the Third Emergency Department Rotation rosters factored in and allowed time for the performance of the duties and responsibilities admitted at paragraph 16 of the Defence.

Handover overtime

156. As to paragraph 156, the respondent:

- (a) admits that Dr Gaggin's duties and responsibilities when providing medical services included completing handover;
- (b) says that in accordance with cl. 26.1.2 of the 2013 Agreement, the Third Emergency Department Rotation roster factored in and allowed time for the completion of handover.

157. As to paragraph 157, the respondent:

- (a) refers to and repeats paragraph 21(b) above;
- (b) says further that if Dr Gaggin performed handover overtime as pleaded, she was entitled to submit an Overtime Claim;
- (c) otherwise denies the allegations in paragraph 157.

158. As to paragraph 158, the respondent:

- (a) refers to and repeats paragraphs 156 and 157 above;
- (b) says further that the Overtime Protocol expressly states that the fact a Doctor in Training is observed by a manager staying back after a shift does not constitute authorisation for overtime;
- (c) otherwise denies the allegations in paragraph 158.

159. As to paragraph 159, the respondent:

- (a) refers to and repeats paragraphs 156 to 158 above;

- (b) says that:
- (i) whether Dr Gaggin was authorised to work any alleged handover overtime (including whether Dr Gaggin worked the overtime due to a demonstrable clinical need that could not be met by other means) depends on the circumstances of each alleged occasion;
 - (ii) further or alternatively, pursuant to the Overtime Protocol, Dr Gaggin was required to seek authorisation and to submit an Overtime Claim for any handover overtime on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;
 - (iii) Dr Gaggin has not provided particulars of the circumstances of each alleged occasion of handover overtime worked (including of the demonstrable clinical need that could not be met by other means), nor provided particulars of the advance authorisation given to her for such overtime, nor provided particulars of the claims made by her (and approved by Bendigo Health) for retrospective authorisation of such overtime, and Bendigo Health cannot properly plead without those particulars;
- (c) otherwise denies the allegations in paragraph 159.

160. As to paragraph 160, the respondent:

- (a) refers to and repeats paragraphs 156 to 159 above;
- (b) says further that:
 - (i) any entitlement to payment for Unrostered Overtime is subject to the condition that Dr Gaggin make an Overtime Claim in relation to the overtime purportedly worked;
 - (ii) Dr Gaggin has not provided particulars of any occasions on which she allegedly:
 - A. worked handover overtime;
 - B. sought and received advance authorisation for such overtime;
 - C. made an Overtime Claim for that handover overtime; and
 - D. was subsequently not paid;
 - (iii) if Dr Gaggin did not make an Overtime Claim in respect of the alleged handover overtime, then it ought be concluded that either:
 - A. Dr Gaggin did not work such overtime;

B. Dr Gaggin was not authorised to work such overtime (including because there was no demonstrable clinical need that could not have been met by other means); and/or

C. Dr Gaggin was in attendance at Bendigo Hospital for reasons other than due to a demonstrable clinical need that could not have been met by other means, including voluntarily;

(iv) further or alternatively, Dr Gaggin is estopped from asserting the contrary of the matters in subparagraphs (iii)(A) and (iii)(B) above for the reasons in paragraphs 357 to 368 below;

(c) otherwise denies the allegations in paragraph 160.

161. As to paragraph 161, the respondent:

(a) says that if:

(i) Dr Gaggin had made an Overtime Claim; and

(ii) the Bendigo Overtime Claim satisfied the criteria set out in the Overtime Protocol, Bendigo Health would have considered and processed the Bendigo Overtime Claim in accordance with the Overtime Protocol;

(b) otherwise denies the allegations in paragraph 161.

162. As to paragraph 162, the respondent:

(a) refers to and repeats paragraphs 156 to 161 above; and

(b) otherwise denies the allegations in paragraph 162.

163. As to paragraph 163, the respondent:

(a) refers to and repeats paragraphs 156 to 161 above; and

(b) otherwise denies the allegations in paragraph 163.

Medical records overtime

164. As to paragraph 164, the respondent:

(a) admits that Dr Gaggin's duties and responsibilities when providing medical services included completing medical records;

- (b) says that in accordance with cl. 26.1.2 of the 2013 Agreement, the Third Emergency Department Rotation roster factored in and allowed time for the completion of medical records.

165. As to paragraph 165, the respondent:

- (a) refers to and repeats paragraph 21(b) above;
- (b) says further that if Dr Gaggin performed medical records overtime as pleaded, she was entitled to submit an Overtime Claim;
- (c) otherwise denies the allegations in paragraph 165.

166. As to paragraph 166, the respondent:

- (a) refers to and repeats paragraphs 164 and 165 above;
- (b) says further that the Overtime Protocol expressly states that the fact a Doctor in Training is observed by a manager staying back after a shift does not constitute authorisation for overtime;
- (c) otherwise denies the allegations in paragraph 166.

167. As to paragraph 167, the respondent:

- (a) refers to and repeats paragraphs 164 to 166 above;
- (b) says that:
 - (i) whether Dr Gaggin was authorised to work any medical records overtime (including whether Dr Gaggin worked the overtime due to a demonstrable clinical need that could not be met by other means) depends on the circumstances of each alleged occasion;
 - (ii) further or alternatively, pursuant to the Overtime Protocol, Dr Gaggin was required to seek authorisation and to submit an Overtime Claim for any medical records overtime on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;
 - (iii) Dr Gaggin has not provided particulars of the circumstances of each alleged occasion of medical records overtime worked (including of the demonstrable clinical need that could not be met by other means), nor provided particulars of the advance authorisation given to her for such overtime, nor provided particulars of the claims made by her (and approved by Bendigo Health) for retrospective authorisation of such overtime, and Bendigo Health cannot properly plead without those particulars;

(c) otherwise denies the allegations in paragraph 167.

168. As to paragraph 168, the respondent:

- (a) refers to and repeats paragraphs 164 to 167 above;
- (b) says further that:
 - (i) any entitlement to payment for Unrostered Overtime is subject to the condition that Dr Gaggin make an Overtime Claim in relation to the overtime purportedly worked;
 - (ii) Dr Gaggin has not provided particulars of any occasions on which she allegedly:
 - A. worked medical records overtime;
 - B. sought and received advance authorisation for such overtime;
 - C. made an Overtime Claim for that medical records overtime; and
 - D. was subsequently not paid;
 - (iii) if Dr Gaggin did not make an Overtime Claim in respect of the alleged medical records overtime, then it ought be concluded that either:
 - A. Dr Gaggin did not work such overtime;
 - B. Dr Gaggin was not authorised to work such overtime (including because there was no demonstrable clinical need that could not have been met by other means); and/or
 - C. Dr Gaggin was in attendance at Bendigo Hospital for reasons other than due to a demonstrable clinical need that could not have been met by other means, including voluntarily;
 - (iv) further or alternatively, Dr Gaggin is estopped from asserting the contrary of the matters in subparagraphs (iii)(A) and (iii)(B) above for the reasons in paragraphs 357 to 368 below;
- (c) otherwise denies the allegations in paragraph 168.

169. As to paragraph 169, the respondent:

- (a) says that if:
 - (i) Dr Gaggin had made an Overtime Claim; and
 - (ii) the Bendigo Overtime Claim satisfied the criteria set out in the Overtime Protocol,

Bendigo Health would have considered and processed the Bendigo Overtime Claim in accordance with the Overtime Protocol;

(b) otherwise denies the allegations in paragraph 169.

170. As to paragraph 170, the respondent:

(a) refers to and repeats paragraphs 164 to 169 above; and

(b) otherwise denies the allegations in paragraph 170.

171. As to paragraph 171, the respondent:

(a) refers to and repeats paragraphs 164 to 169 above; and

(b) otherwise denies the allegations in paragraph 171.

Medical Emergency

172. As to paragraph 172, the respondent:

(a) admits that Dr Gaggin's duties and responsibilities when providing medical services included attending to medical emergencies;

(b) says that in accordance with cl. 26.1.2 of the 2013 Agreement, the Third Emergency Department Rotation roster factored in and allowed time for attending to medical emergencies.

173. As to paragraph 173, the respondent:

(a) refers to and repeats paragraph 21(b) above;

(b) says further that if Dr Gaggin performed medical emergencies overtime as pleaded, she was entitled to submit an Overtime Claim;

(c) otherwise denies the allegations in paragraph 173.

174. As to paragraph 174, the respondent:

(a) refers to and repeats paragraphs 172 and 173 above;

(b) otherwise denies the allegations in paragraph 174.

175. As to paragraph 175, the respondent:

(a) refers to and repeats paragraphs 172 to 174 above;

- (b) says that:
- (i) whether Dr Gaggin was authorised to work any alleged medical emergencies overtime (including whether Dr Gaggin worked the overtime due to a demonstrable clinical need that could not be met by other means) depends on the circumstances of each alleged occasion;
 - (ii) further or alternatively, pursuant to the Overtime Protocol, Dr Gaggin was required to seek authorisation and to submit an Overtime Claim for any medical emergencies overtime on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;
 - (iii) Dr Gaggin has not provided particulars of the circumstances of each alleged occasion of medical emergencies overtime worked (including of the demonstrable clinical need that could not be met by other means), nor provided particulars of the advance authorisation given to her for such overtime, nor provided particulars of the claims made by her (and approved by Bendigo Health) for retrospective authorisation of such overtime, and Bendigo Health cannot properly plead without those particulars;
- (c) otherwise denies the allegations in paragraph 175.

176. As to paragraph 176, the respondent:

- (a) refers to and repeats paragraphs 172 to 175 above;
- (b) says further that:
 - (i) any entitlement to payment for Unrostered Overtime is subject to the condition that Dr Gaggin make an Overtime Claim in relation to the overtime purportedly worked;
 - (ii) Dr Gaggin has not provided particulars of any occasions on which she allegedly:
 - A. worked medical emergencies overtime;
 - B. sought and received advance authorisation for such overtime;
 - C. made an Overtime Claim for that medical emergencies overtime; and
 - D. was subsequently not paid;
 - (iii) if Dr Gaggin did not make an Overtime Claim in respect of the alleged medical emergencies overtime, then it ought be concluded that either:
 - A. Dr Gaggin did not work such overtime;

B. Dr Gaggin was not authorised to work such overtime (including because there was no demonstrable clinical need that could not have been met by other means); and/or

C. Dr Gaggin was in attendance at Bendigo Hospital for reasons other than due to a demonstrable clinical need that could not have been met by other means, including voluntarily;

(iv) further or alternatively, Dr Gaggin is estopped from asserting the contrary of the matters in subparagraphs (iii)(A) and (iii)(B) above for the reasons in paragraphs 357 to 368 below;

(c) otherwise denies the allegations in paragraph 176.

177. As to paragraph 177, the respondent:

(a) says that if:

(i) Dr Gaggin had made an Overtime Claim; and

(ii) the Bendigo Overtime Claim satisfied the criteria set out in the Overtime Protocol, Bendigo Health would have considered and processed the Bendigo Overtime Claim in accordance with the Overtime Protocol;

(b) otherwise denies the allegations in paragraph 177.

178. As to paragraph 178, the respondent:

(a) refers to and repeats paragraphs 172 to 177 above; and

(b) otherwise denies the allegations in paragraph 178.

179. As to paragraph 179, the respondent:

(a) refers to and repeats paragraphs 172 to 177 above; and

(b) otherwise denies the allegations in paragraph 179.

Other medical services

180. As to paragraph 180, the respondent:

(a) admits that Dr Gaggin's duties and responsibilities when providing medical services included completing patient care;

- (b) says that in accordance with cl. 26.1.2 of the 2013 Agreement, the Third Emergency Department Rotation roster factored in and allowed time for the completion of other medical services including patient care.

181. As to paragraph 181, the respondent:

- (a) refers to and repeats paragraph 21(b) above;
- (b) says further that if Dr Gaggin performed patient care overtime as pleaded, she was entitled to submit an Overtime Claim;
- (c) otherwise denies the allegations in paragraph 181.

182. As to paragraph 182, the respondent:

- (a) refers to and repeats paragraphs 180 and 181 above;
- (b) says further that the Overtime Protocol expressly states that the fact a Doctor in Training is observed by a manager staying back after a shift does not constitute authorisation for overtime;
- (c) otherwise denies the allegations in paragraph 182.

183. As to paragraph 183, the respondent:

- (a) refers to and repeats paragraphs 180 to 182 above;
- (b) says that:
 - (i) whether Dr Gaggin was authorised to work any alleged patient care overtime (including whether Dr Gaggin worked the overtime due to a demonstrable clinical need that could not be met by other means) depends on the circumstances of each alleged occasion;
 - (ii) further or alternatively, pursuant to the Overtime Protocol, Dr Gaggin was required to seek authorisation and to submit an Overtime Claim for any patient care overtime on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;
 - (iii) Dr Gaggin has not provided particulars of the circumstances of each alleged occasion of patient care overtime worked (including of the demonstrable clinical need that could not be met by other means), nor provided particulars of the advance authorisation given to her for such overtime, nor provided particulars of the claims made by her (and approved by Bendigo Health) for retrospective authorisation of such overtime, and Bendigo Health cannot properly plead without those particulars;

(c) otherwise denies the allegations in paragraph 183.

184. As to paragraph 184, the respondent:

- (a) refers to and repeats paragraphs 180 to 183 above;
- (b) says further that:
 - (i) any entitlement to payment for Unrostered Overtime is subject to the condition that Dr Gaggin make an Overtime Claim in relation to the overtime purportedly worked;
 - (ii) Dr Gaggin has not provided particulars of any occasions on which she allegedly:
 - A. worked patient care overtime;
 - B. sought and received advance authorisation for such overtime;
 - C. made an Overtime Claim for that patient care overtime; and
 - D. was subsequently not paid;
 - (iii) if Dr Gaggin did not make an Overtime Claim in respect of the alleged patient care overtime, then it ought be concluded that either:
 - A. Dr Gaggin did not work such overtime;
 - B. Dr Gaggin was not authorised to work such overtime (including because there was no demonstrable clinical need that could not have been met by other means); and/or
 - C. Dr Gaggin was in attendance at Bendigo Hospital for reasons other than due to a demonstrable clinical need that could not have been met by other means, including voluntarily;
 - (iv) further or alternatively, Dr Gaggin is estopped from asserting the contrary of the matters in subparagraphs (iii)(A) and (iii)(B) above for the reasons in paragraphs 357 to 368 below;
- (c) otherwise denies the allegations in paragraph 184.

185. As to paragraph 185, the respondent:

- (a) says that if:
 - (i) Dr Gaggin had made an Overtime Claim; and
 - (ii) the Bendigo Overtime Claim satisfied the criteria set out in the Overtime Protocol,

Bendigo Health would have considered and processed the Bendigo Overtime Claim in accordance with the Overtime Protocol;

- (b) otherwise denies the allegations in paragraph 185.

186. As to paragraph 186, the respondent:

- (a) refers to and repeats paragraphs 180 to 185 above; and
- (b) otherwise denies the allegations in paragraph 186.

187. As to paragraph 187, the respondent:

- (a) refers to and repeats paragraphs 180 to 185 above; and
- (b) otherwise denies the allegations in paragraph 187.

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188. The respondent admits paragraph 188.

Rosters

189. As to paragraph 189, the respondent:

- (a) admits that during the Fourth Emergency Department Rotation, Dr Gaggin was rostered to work as pleaded;
- (b) says further that, in accordance with cl. 26.1.2 of the 2013 Agreement and cl. 35.1(b) of the 2018 Agreement, as pleaded in paragraphs 9 and 14 above, the Fourth Emergency Department Rotation rosters factored in and allowed time for the performance of the duties and responsibilities admitted at paragraph 16 of the Defence.

Handover overtime

190. As to paragraph 190, the respondent:

- (a) admits that Dr Gaggin's duties and responsibilities when providing medical services included completing handover;
- (b) says that in accordance with cl. 26.1.2 of the 2013 Agreement and cl. 35.1(b) of the 2018 Agreement, the Fourth Emergency Department Rotation roster factored in and allowed time for the completion of handover.

191. As to paragraph 191, the respondent:

- (a) refers to and repeats paragraph 21(b) above;

- (b) says further that if Dr Gaggin performed handover overtime as pleaded, she was entitled to submit an Overtime Claim;
- (c) otherwise denies the allegations in paragraph 191.

192. As to paragraph 192, the respondent:

- (a) refers to and repeats paragraphs 190 and 191 above;
- (b) says further that the Overtime Protocol expressly states that the fact a Doctor in Training is observed by a manager staying back after a shift does not constitute authorisation for overtime;
- (c) otherwise denies the allegations in paragraph 192.

193. As to paragraph 193, the respondent:

- (a) refers to and repeats paragraphs 190 to 192 above;
- (b) says that:
 - (i) whether Dr Gaggin was authorised to work any alleged handover overtime (including whether Dr Gaggin worked the overtime due to a demonstrable clinical need that could not be met by other means) depends on the circumstances of each alleged occasion;
 - (ii) further or alternatively, pursuant to the Overtime Protocol, Dr Gaggin was required to seek authorisation for and to submit an Overtime Claim for any handover overtime on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;
 - (iii) Dr Gaggin has not provided particulars of the circumstances of each alleged occasion of handover overtime worked (including of the demonstrable clinical need that could not be met by other means), nor provided particulars of the advance authorisation given to her for such overtime, nor provided particulars of the claims made by her (and approved by Bendigo Health) for retrospective authorisation of such overtime, and Bendigo Health cannot properly plead without those particulars;
- (c) otherwise denies the allegations in paragraph 193.

194. As to paragraph 194, the respondent:

- (a) refers to and repeats paragraphs 190 to 193 above;
- (b) says further that:

- (i) any entitlement to payment for Unrostered Overtime is subject to the condition that Dr Gaggin make an Overtime Claim in relation to the overtime purportedly worked;
 - (ii) Dr Gaggin has not provided particulars of any occasions on which she allegedly:
 - A. worked handover overtime;
 - B. sought and received advance authorisation for such overtime;
 - C. made an Overtime Claim for that handover overtime; and
 - D. was subsequently not paid;
 - (iii) if Dr Gaggin did not make an Overtime Claim in respect of the alleged handover overtime, then it ought be concluded that either:
 - A. Dr Gaggin did not work such overtime;
 - B. Dr Gaggin was not authorised to work such overtime (including because there was no demonstrable clinical need that could not have been met by other means); and/or
 - C. Dr Gaggin was in attendance at Bendigo Hospital for reasons other than due to a demonstrable clinical need that could not have been met by other means, including voluntarily;
 - (iv) further or alternatively, Dr Gaggin is estopped from asserting the contrary of the matters in subparagraphs (iii)(A) and (iii)(B) above for the reasons in paragraphs 357 to 368 below;
- (c) otherwise denies the allegations in paragraph 194.

195. As to paragraph 195, the respondent:

- (a) says that if:
 - (i) Dr Gaggin had made an Overtime Claim; and
 - (ii) the Bendigo Overtime Claim satisfied the criteria set out in the Overtime Protocol, Bendigo Health would have considered and processed the Bendigo Overtime Claim in accordance with the Overtime Protocol;
- (b) otherwise denies the allegations in paragraph 195.

196. As to paragraph 196, the respondent:

- (a) refers to and repeats paragraphs 190 to 195 above; and
- (b) otherwise denies the allegations in paragraph 196.

197. As to paragraph 197, the respondent:

- (a) refers to and repeats paragraphs 190 to 195 above; and
- (b) otherwise denies the allegations in paragraph 197.

Medical records overtime

198. As to paragraph 198, the respondent:

- (a) admits that Dr Gaggin's duties and responsibilities when providing medical services included completing medical records;
- (b) says that in accordance with cl. 26.1.2 of the 2013 Agreement and cl. 35.1(b) of the 2018 Agreement, the Fourth Emergency Department Rotation roster factored in and allowed time for the completion of medical records.

199. As to paragraph 199, the respondent:

- (a) refers to and repeats paragraph 21(b) above;
- (b) says further that if Dr Gaggin performed medical records overtime as pleaded, she was entitled to submit an Overtime Claim;
- (c) otherwise denies the allegations in paragraph 199.

200. As to paragraph 200, the respondent:

- (a) refers to and repeats paragraphs 198 and 199 above;
- (b) says further that the Overtime Protocol expressly states that the fact a Doctor in Training is observed by a manager staying back after a shift does not constitute authorisation for overtime;
- (c) otherwise denies the allegations in paragraph 200.

201. As to paragraph 201, the respondent:

- (a) refers to and repeats paragraphs 198 to 200 above;
- (b) says that:

- (i) whether Dr Gaggin was authorised to work any alleged medical records overtime (including whether Dr Gaggin worked the overtime due to a demonstrable clinical need that could not be met by other means) depends on the circumstances of each alleged occasion;
 - (ii) further or alternatively, pursuant to the Overtime Protocol, Dr Gaggin was required to seek authorisation and to submit an Overtime Claim for any medical records overtime on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;
 - (iii) Dr Gaggin has not provided particulars of the circumstances of each alleged occasion of medical records overtime worked (including of the demonstrable clinical need that could not be met by other means), nor provided particulars of the advance authorisation given to her for such overtime, nor provided particulars of the claims made by her (and approved by Bendigo Health) for retrospective authorisation of such overtime, and Bendigo Health cannot properly plead without those particulars;
- (c) otherwise denies the allegations in paragraph 201.

202. As to paragraph 202, the respondent:

- (a) refers to and repeats paragraphs 198 to 201 above;
- (b) says further that:
 - (i) any entitlement to payment for Unrostered Overtime is subject to the condition that Dr Gaggin make an Overtime Claim in relation to the overtime purportedly worked;
 - (ii) Dr Gaggin has not provided particulars of any occasions on which she allegedly:
 - A. worked medical records overtime;
 - B. sought and received advance authorisation for such overtime;
 - C. made an Overtime Claim for that medical records overtime; and
 - D. was subsequently not paid;
 - (iii) if Dr Gaggin did not make an Overtime Claim in respect of the alleged medical records overtime, then it ought be concluded that either:
 - A. Dr Gaggin did not work such overtime;
 - B. Dr Gaggin was not authorised to work such overtime (including because there was no demonstrable clinical need that could not have been met by other means); and/or

C. Dr Gaggin was in attendance at Bendigo Hospital for reasons other than due to a demonstrable clinical need that could not have been met by other means, including voluntarily;

(iv) further or alternatively, Dr Gaggin is estopped from asserting the contrary of the matters in subparagraphs (iii)(A) and (iii)(B) above for the reasons in paragraphs 357 to 368 below;

(c) otherwise denies the allegations in paragraph 202.

203. As to paragraph 203, the respondent:

(a) says that if:

(i) Dr Gaggin had made an Overtime Claim; and

(ii) the Bendigo Overtime Claim satisfied the criteria set out in the Overtime Protocol, Bendigo Health would have considered and processed the Bendigo Overtime Claim in accordance with the Overtime Protocol;

(b) otherwise denies the allegations in paragraph 203.

204. As to paragraph 204, the respondent:

(a) refers to and repeats paragraphs 198 to 203 above; and

(b) otherwise denies the allegations in paragraph 204.

205. As to paragraph 205, the respondent:

(a) refers to and repeats paragraphs 198 to 203 above; and

(b) otherwise denies the allegations in paragraph 205.

Medical Emergency

206. As to paragraph 206, the respondent:

(a) admits that Dr Gaggin's duties and responsibilities when providing medical services included attending medical emergencies;

(b) says that in accordance with cl. 26.1.2 of the 2013 Agreement and cl. 35.1(b) of the 2018 Agreement, the Fourth Emergency Department Rotation roster factored in and allowed time for attending medical emergencies.

207. As to paragraph 207, the respondent:

- (a) refers to and repeats paragraph 21(b) above;
- (b) says further that if Dr Gaggin performed medical emergencies overtime as pleaded, she was entitled to submit an Overtime Claim;
- (c) otherwise denies the allegations in paragraph 207.

208. As to paragraph 208, the respondent:

- (a) refers to and repeats paragraphs 206 and 207 above;
- (b) says further that the Overtime Protocol expressly states that the fact a Doctor in Training is observed by a manager staying back after a shift does not constitute authorisation for overtime;
- (c) otherwise denies the allegations in paragraph 208.

209. As to paragraph 209, the respondent:

- (a) refers to and repeats paragraphs 206 to 208 above;
- (b) says that:
 - (i) whether Dr Gaggin was authorised to work any alleged medical emergencies overtime (including whether Dr Gaggin worked the overtime due to a demonstrable clinical need that could not be met by other means) depends on the circumstances of each alleged occasion;
 - (ii) further or alternatively, pursuant to the Overtime Protocol, Dr Gaggin was required to seek authorisation and to submit an Overtime Claim for any medical emergencies overtime on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;
 - (iii) Dr Gaggin has not provided particulars of the circumstances of each alleged occasion of medical emergencies overtime worked (including of the demonstrable clinical need that could not be met by other means), nor provided particulars of the advance authorisation given to her for such overtime, nor provided particulars of the claims made by her (and approved by Bendigo Health) for retrospective authorisation of such overtime, and Bendigo Health cannot properly plead without those particulars;
- (c) otherwise denies the allegations in paragraph 209.

210. As to paragraph 210, the respondent:

- (a) refers to and repeats paragraphs 206 to 209 above;

- (b) says further that:
- (i) any entitlement to payment for Unrostered Overtime is subject to the condition that Dr Gaggin make an Overtime Claim in relation to the overtime purportedly worked;
 - (ii) Dr Gaggin has not provided particulars of any occasions on which she allegedly:
 - A. worked medical emergencies overtime;
 - B. sought and received advance authorisation for such overtime;
 - C. made an Overtime Claim for that medical emergencies overtime; and
 - D. was subsequently not paid;
 - (iii) if Dr Gaggin did not make an Overtime Claim in respect of the alleged medical emergencies overtime, then it ought be concluded that either:
 - A. Dr Gaggin did not work such overtime;
 - B. Dr Gaggin was not authorised to work such overtime (including because there was no demonstrable clinical need that could not have been met by other means); and/or
 - C. Dr Gaggin was in attendance at Bendigo Hospital for reasons other than due to a demonstrable clinical need that could not have been met by other means, including voluntarily;
 - (iv) further or alternatively, Dr Gaggin is estopped from asserting the contrary of the matters in subparagraphs (iii)(A) and (iii)(B) above for the reasons in paragraphs 357 to 368 below;
- (c) otherwise denies the allegations in paragraph 210.

211. As to paragraph 211, the respondent:

- (a) says that if:
- (i) Dr Gaggin had made an Overtime Claim; and
 - (ii) the Bendigo Overtime Claim satisfied the criteria set out in the Overtime Protocol, Bendigo Health would have considered and processed the Bendigo Overtime Claim in accordance with the Overtime Protocol;
- (b) otherwise denies the allegations in paragraph 211.

212. As to paragraph 212, the respondent:

- (a) refers to and repeats paragraphs 206 to 211 above; and
- (b) otherwise denies the allegations in paragraph 212.

213. As to paragraph 213, the respondent:

- (a) refers to and repeats paragraphs 206 to 211 above; and
- (b) otherwise denies the allegations in paragraph 213.

Other medical services

214. As to paragraph 214, the respondent:

- (a) admits that Dr Gaggin's duties and responsibilities when providing medical services included completing patient care;
- (b) says that in accordance with cl. 26.1.2 of the 2013 Agreement and cl. 35.1(b) of the 2018 Agreement, the Fourth Emergency Department Rotation roster factored in and allowed time for the completion of other medical services including patient care.

215. As to paragraph 215, the respondent:

- (a) refers to and repeats paragraph 21(b) above;
- (b) says further that if Dr Gaggin performed patient care overtime as pleaded, she was entitled to submit an Overtime Claim;
- (c) otherwise denies the allegations in paragraph 215.

216. As to paragraph 216, the respondent:

- (a) refers to and repeats paragraphs 214 and 215 above;
- (b) says further that the Overtime Protocol expressly states that the fact a Doctor in Training is observed by a manager staying back after a shift does not constitute authorisation for overtime;
- (c) otherwise denies the allegations in paragraph 216.

217. As to paragraph 217, the respondent:

- (a) refers to and repeats paragraphs 214 to 216 above;
- (b) says that:

- (i) whether Dr Gaggin was authorised to work any alleged patient care overtime (including whether Dr Gaggin worked the overtime due to a demonstrable clinical need that could not be met by other means) depends on the circumstances of each alleged occasion;
 - (ii) further or alternatively, pursuant to the Overtime Protocol, Dr Gaggin was required to seek authorisation and to submit an Overtime Claim for any patient care overtime on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;
 - (iii) Dr Gaggin has not provided particulars of the circumstances of each alleged occasion of patient care overtime worked (including of the demonstrable clinical need that could not be met by other means), nor provided particulars of the advance authorisation given to her for such overtime, nor provided particulars of the claims made by her (and approved by Bendigo Health) for retrospective authorisation of such overtime, and Bendigo Health cannot properly plead without those particulars;
- (c) otherwise denies the allegations in paragraph 217.

218. As to paragraph 218, the respondent:

- (a) refers to and repeats paragraphs 214 to 217 above;
- (b) says further that:
 - (i) any entitlement to payment for Unrostered Overtime is subject to the condition that Dr Gaggin make an Overtime Claim in relation to the overtime purportedly worked;
 - (ii) Dr Gaggin has not provided particulars of any occasions on which she allegedly:
 - A. worked patient care overtime;
 - B. sought and received advance authorisation for such overtime;
 - C. made an Overtime Claim for that patient care overtime; and
 - D. was subsequently not paid;
 - (iii) if Dr Gaggin did not make an Overtime Claim in respect of the alleged patient care overtime, then it ought be concluded that either:
 - A. Dr Gaggin did not work such overtime;
 - B. Dr Gaggin was not authorised to work such overtime (including because there was no demonstrable clinical need that could not have been met by other means); and/or

C. Dr Gaggin was in attendance at Bendigo Hospital for reasons other than due to a demonstrable clinical need that could not have been met by other means, including voluntarily;

(iv) further or alternatively, Dr Gaggin is estopped from asserting the contrary of the matters in subparagraphs (iii)(A) and (iii)(B) above for the reasons in paragraphs 357 to 368 below;

(c) otherwise denies the allegations in paragraph 218.

219. As to paragraph 219, the respondent:

(a) says that if:

(i) Dr Gaggin had made an Overtime Claim; and

(ii) the Bendigo Overtime Claim satisfied the criteria set out in the Overtime Protocol, Bendigo Health would have considered and processed the Bendigo Overtime Claim in accordance with the Overtime Protocol;

(b) otherwise denies the allegations in paragraph 219.

220. As to paragraph 220, the respondent:

(a) refers to and repeats paragraphs 214 to 219 above; and

(b) otherwise denies the allegations in paragraph 220.

221. As to paragraph 221, the respondent:

(a) refers to and repeats paragraphs 214 to 219 above; and

(b) otherwise denies the allegations in paragraph 221.

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222. The respondent admits paragraph 222.

Rosters

223. As to paragraph 223, the respondent:

- (a) admits that during the Fifth Emergency Department Rotation, Dr Gaggin was rostered to work as pleaded;
- (b) says further that, in accordance with cl. 35.1(b) of the 2018 Agreement, as pleaded in paragraphs 14 above, the Fifth Emergency Department Rotation rosters factored in and allowed time for the performance of the duties and responsibilities admitted at paragraph 16 of the Defence.

Handover overtime

224. As to paragraph 224, the respondent:

- (a) admits that Dr Gaggin's duties and responsibilities when providing medical services included completing handover;
- (b) says that in accordance with cl. 35.1(b) of the 2018 Agreement, the Fifth Emergency Department Rotation roster factored in and allowed time for the completion of handover.

225. As to paragraph 225, the respondent:

- (a) refers to and repeats paragraph 21(b) above;
- (b) says further that if Dr Gaggin performed handover overtime as pleaded, she was entitled to submit an Overtime Claim;
- (c) otherwise denies the allegations in paragraph 225.

226. As to paragraph 226, the respondent:

- (a) refers to and repeats paragraphs 224 and 225 above;
- (b) says further that the Overtime Protocol expressly states that the fact a Doctor in Training is observed by a manager staying back after a shift does not constitute authorisation for overtime;
- (c) otherwise denies the allegations in paragraph 226.

227. As to paragraph 227, the respondent:

- (a) refers to and repeats paragraphs 224 to 226 above;

- (b) says that:
- (i) whether Dr Gaggin was authorised to work any alleged handover overtime (including whether Dr Gaggin worked the overtime due to a demonstrable clinical need that could not be met by other means) depends on the circumstances of each alleged occasion;
 - (ii) further or alternatively, pursuant to the Overtime Protocol, Dr Gaggin was required to seek authorisation and to submit an Overtime Claim for any handover overtime on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;
 - (iii) Dr Gaggin has not provided particulars of the circumstances of each alleged occasion of handover overtime worked (including of the demonstrable clinical need that could not be met by other means), nor provided particulars of the advance authorisation given to her for such overtime, nor provided particulars of the claims made by her (and approved by Bendigo Health) for retrospective authorisation of such overtime, and Bendigo Health cannot properly plead without those particulars;
- (c) otherwise denies the allegations in paragraph 227.

228. As to paragraph 228, the respondent:

- (a) refers to and repeats paragraphs 224 to 227 above;
- (b) says further that:
 - (i) any entitlement to payment for Unrostered Overtime is subject to the condition that Dr Gaggin make an Overtime Claim in relation to the overtime purportedly worked;
 - (ii) Dr Gaggin has not provided particulars of any occasions on which she allegedly:
 - A. worked handover overtime;
 - B. sought and received advance authorisation for such overtime;
 - C. made an Overtime Claim for that handover overtime; and
 - D. was subsequently not paid;
 - (iii) if Dr Gaggin did not make an Overtime Claim in respect of the alleged handover overtime, then it ought be concluded that either:
 - A. Dr Gaggin did not work such overtime;

B. Dr Gaggin was not authorised to work such overtime (including because there was no demonstrable clinical need that could not have been met by other means); and/or

C. Dr Gaggin was in attendance at Bendigo Hospital for reasons other than due to a demonstrable clinical need that could not have been met by other means, including voluntarily;

(iv) further or alternatively, Dr Gaggin is estopped from asserting the contrary of the matters in subparagraphs (iii)(A) and (iii)(B) above for the reasons in paragraphs 357 to 368 below;

(c) otherwise denies the allegations in paragraph 228.

229. As to paragraph 229, the respondent:

(a) says that if:

(i) Dr Gaggin had made an Overtime Claim; and

(ii) the Bendigo Overtime Claim satisfied the criteria set out in the Overtime Protocol, Bendigo Health would have considered and processed the Bendigo Overtime Claim in accordance with the Overtime Protocol;

(b) otherwise denies the allegations in paragraph 229.

230. As to paragraph 230, the respondent:

(a) refers to and repeats paragraphs 224 to 229 above; and

(b) otherwise denies the allegations in paragraph 230.

231. As to paragraph 231, the respondent:

(a) refers to and repeats paragraphs 224 to 229 above; and

(b) otherwise denies the allegations in paragraph 231.

Medical records overtime

232. As to paragraph 232, the respondent:

(a) admits that Dr Gaggin's duties and responsibilities when providing medical services included completing medical records;

- (b) says that in accordance with cl. 35.1(b) of the 2018 Agreement, the Fifth Emergency Department Rotation roster factored in and allowed time for the completion of medical records.

233. As to paragraph 223, the respondent:

- (a) refers to and repeats paragraph 21(b) above;
- (b) says further that if Dr Gaggin performed medical records overtime as pleaded, she was entitled to submit an Overtime Claim;
- (c) otherwise denies the allegations in paragraph 233.

234. As to paragraph 234, the respondent:

- (a) refers to and repeats paragraphs 232 and 233 above;
- (b) says further that the Overtime Protocol expressly states that the fact a Doctor in Training is observed by a manager staying back after a shift does not constitute authorisation for overtime;
- (c) otherwise denies the allegations in paragraph 234.

235. As to paragraph 235, the respondent:

- (a) refers to and repeats paragraphs 232 to 234 above;
- (b) says that:
 - (i) whether Dr Gaggin was authorised to work any alleged medical records overtime (including whether Dr Gaggin worked the overtime due to a demonstrable clinical need that could not be met by other means) depends on the circumstances of each alleged occasion;
 - (ii) further or alternatively, pursuant to the Overtime Protocol, Dr Gaggin was required to seek authorisation and to submit an Overtime Claim for any medical records overtime on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;
 - (iii) Dr Gaggin has not provided particulars of the circumstances of each alleged occasion of medical records overtime worked (including of the demonstrable clinical need that could not be met by other means), nor provided particulars of the advance authorisation given to her for such overtime, nor provided particulars of the claims made by her (and approved by Bendigo Health) for retrospective authorisation of such overtime, and Bendigo Health cannot properly plead without those particulars;

(c) otherwise denies the allegations in paragraph 235.

236. As to paragraph 236, the respondent:

- (a) refers to and repeats paragraphs 232 to 235 above;
- (b) says further that:
 - (i) any entitlement to payment for Unrostered Overtime is subject to the condition that Dr Gaggin make an Overtime Claim in relation to the overtime purportedly worked;
 - (ii) Dr Gaggin has not provided particulars of any occasions on which she allegedly:
 - A. worked medical records overtime;
 - B. sought and received advance authorisation for such overtime;
 - C. made an Overtime Claim for that medical records overtime; and
 - D. was subsequently not paid;
 - (iii) if Dr Gaggin did not make an Overtime Claim in respect of the alleged medical records overtime, then it ought be concluded that either:
 - A. Dr Gaggin did not work such overtime;
 - B. Dr Gaggin was not authorised to work such overtime (including because there was no demonstrable clinical need that could not have been met by other means); and/or
 - C. Dr Gaggin was in attendance at Bendigo Hospital for reasons other than due to a demonstrable clinical need that could not have been met by other means, including voluntarily;
 - (iv) further or alternatively, Dr Gaggin is estopped from asserting the contrary of the matters in subparagraphs (iii)(A) and (iii)(B) above for the reasons in paragraphs 357 to 368 below;
- (c) otherwise denies the allegations in paragraph 236.

237. As to paragraph 237, the respondent:

- (a) says that if:
 - (i) Dr Gaggin had made an Overtime Claim; and
 - (ii) the Bendigo Overtime Claim satisfied the criteria set out in the Overtime Protocol,

Bendigo Health would have considered and processed the Bendigo Overtime Claim in accordance with the Overtime Protocol;

- (b) otherwise denies the allegations in paragraph 237.

238. As to paragraph 238, the respondent:

- (a) refers to and repeats paragraphs 232 to 237 above; and
- (b) otherwise denies the allegations in paragraph 238.

239. As to paragraph 239, the respondent:

- (a) refers to and repeats paragraphs 232 to 237 above; and
- (b) otherwise denies the allegations in paragraph 239.

Medical Emergency

240. As to paragraph 240, the respondent:

- (a) admits that Dr Gaggin's duties and responsibilities when providing medical services included attending medical emergencies;
- (b) says that in accordance with cl. 35.1(b) of the 2018 Agreement, the Fifth Emergency Department Rotation roster factored in and allowed time for attending medical emergencies.

241. As to paragraph 241, the respondent:

- (a) refers to and repeats paragraph 21(b) above;
- (b) says further that if Dr Gaggin performed medical emergencies overtime as pleaded, she was entitled to submit an Overtime Claim;
- (c) otherwise denies the allegations in paragraph 241.

242. As to paragraph 242, the respondent:

- (a) refers to and repeats paragraphs 240 and 241 above;
- (b) says further that the Overtime Protocol expressly states that the fact a Doctor in Training is observed by a manager staying back after a shift does not constitute authorisation for overtime;
- (c) otherwise denies the allegations in paragraph 242.

243. As to paragraph 243, the respondent:

- (a) refers to and repeats paragraphs 240 to 242 above;
- (b) says that:
 - (i) whether Dr Gaggin was authorised to work any alleged medical emergencies overtime (including whether Dr Gaggin worked the overtime due to a demonstrable clinical need that could not be met by other means) depends on the circumstances of each alleged occasion;
 - (ii) further or alternatively, pursuant to the Overtime Protocol, Dr Gaggin was required to seek authorisation and to submit an Overtime Claim for any medical emergencies overtime on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;
 - (iii) Dr Gaggin has not provided particulars of the circumstances of each alleged occasion of medical emergencies overtime worked (including of the demonstrable clinical need that could not be met by other means), nor provided particulars of the advance authorisation given to her for such overtime, nor provided particulars of the claims made by her (and approved by Bendigo Health) for retrospective authorisation of such overtime, and Bendigo Health cannot properly plead without those particulars;
- (c) otherwise denies the allegations in paragraph 243.

244. As to paragraph 244, the respondent:

- (a) refers to and repeats paragraphs 240 to 243 above;
- (b) says further that:
 - (i) any entitlement to payment for Unrostered Overtime is subject to the condition that Dr Gaggin make an Overtime Claim in relation to the overtime purportedly worked;
 - (ii) Dr Gaggin has not provided particulars of any occasions on which she allegedly:
 - A. worked medical emergencies overtime;
 - B. sought and received advance authorisation for such overtime;
 - C. made an Overtime Claim for that medical emergencies overtime; and
 - D. was subsequently not paid;
 - (iii) if Dr Gaggin did not make an Overtime Claim in respect of the alleged medical emergencies overtime, then it ought be concluded that either:
 - A. Dr Gaggin did not work such overtime;

B. Dr Gaggin was not authorised to work such overtime (including because there was no demonstrable clinical need that could not have been met by other means); and/or

C. Dr Gaggin was in attendance at Bendigo Hospital for reasons other than due to a demonstrable clinical need that could not have been met by other means, including voluntarily;

(iv) further or alternatively, Dr Gaggin is estopped from asserting the contrary of the matters in subparagraphs (iii)(A) and (iii)(B) above for the reasons in paragraphs 357 to 368 below;

(c) otherwise denies the allegations in paragraph 244.

245. As to paragraph 245, the respondent:

(a) says that if:

(i) Dr Gaggin had made an Overtime Claim; and

(ii) the Bendigo Overtime Claim satisfied the criteria set out in the Overtime Protocol, Bendigo Health would have considered and processed the Bendigo Overtime Claim in accordance with the Overtime Protocol;

(b) otherwise denies the allegations in paragraph 245.

246. As to paragraph 246, the respondent:

(a) refers to and repeats paragraphs 240 to 245 above; and

(b) otherwise denies the allegations in paragraph 246.

247. As to paragraph 247, the respondent:

(a) refers to and repeats paragraphs 240 to 245 above; and

(b) otherwise denies the allegations in paragraph 247.

Other medical services

248. As to paragraph 248, the respondent:

(a) admits that Dr Gaggin's duties and responsibilities when providing medical services included completing patient care;

- (b) says that in accordance with cl. 35.1(b) of the 2018 Agreement, the Fifth Emergency Department Rotation roster factored in and allowed time for the completion of other medical services including patient care.

249. As to paragraph 249, the respondent:

- (a) refers to and repeats paragraph 21(b) above;
- (b) says further that if Dr Gaggin performed patient care overtime as pleaded, she was entitled to submit an Overtime Claim;
- (c) otherwise denies the allegations in paragraph 249.

250. As to paragraph 250, the respondent:

- (a) refers to and repeats paragraphs 248 and 249 above;
- (b) says further that the Overtime Protocol expressly states that the fact a Doctor in Training is observed by a manager staying back after a shift does not constitute authorisation for overtime;
- (c) otherwise denies the allegations in paragraph 250.

251. As to paragraph 251, the respondent:

- (a) refers to and repeats paragraphs 248 to 250 above;
- (b) says that:
 - (i) whether Dr Gaggin was authorised to work any alleged patient care overtime (including whether Dr Gaggin worked the overtime due to a demonstrable clinical need that could not be met by other means) depends on the circumstances of each alleged occasion;
 - (ii) further or alternatively, pursuant to the Overtime Protocol, Dr Gaggin was required to seek authorisation and to submit an Overtime Claim for any patient care overtime on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;
 - (iii) Dr Gaggin has not provided particulars of the circumstances of each alleged occasion of patient care overtime worked (including of the demonstrable clinical need that could not be met by other means), nor provided particulars of the advance authorisation given to her for such overtime, nor provided particulars of the claims made by her (and approved by Bendigo Health) for retrospective authorisation of such overtime, and Bendigo Health cannot properly plead without those particulars;

(c) otherwise denies the allegations in paragraph 251.

252. As to paragraph 252, the respondent:

- (a) refers to and repeats paragraphs 248 to 251 above;
- (b) says further that:
 - (i) any entitlement to payment for Unrostered Overtime is subject to the condition that Dr Gaggin make an Overtime Claim in relation to the overtime purportedly worked;
 - (ii) Dr Gaggin has not provided particulars of any occasions on which she allegedly:
 - A. worked patient care overtime;
 - B. sought and received advance authorisation for such overtime;
 - C. made an Overtime Claim for that patient care overtime; and
 - D. was subsequently not paid;
 - (iii) if Dr Gaggin did not make an Overtime Claim in respect of the alleged patient care overtime, then it ought be concluded that either:
 - A. Dr Gaggin did not work such overtime;
 - B. Dr Gaggin was not authorised to work such overtime (including because there was no demonstrable clinical need that could not have been met by other means); and/or
 - C. Dr Gaggin was in attendance at Bendigo Hospital for reasons other than due to a demonstrable clinical need that could not have been met by other means, including voluntarily;
 - (iv) further or alternatively, Dr Gaggin is estopped from asserting the contrary of the matters in subparagraphs (iii)(A) and (iii)(B) above for the reasons in paragraphs 357 to 368 below;
- (c) otherwise denies the allegations in paragraph 252.

253. As to paragraph 253, the respondent:

- (a) says that if:
 - (i) Dr Gaggin had made an Overtime Claim; and
 - (ii) the Bendigo Overtime Claim satisfied the criteria set out in the Overtime Protocol,

Bendigo Health would have considered and processed the Bendigo Overtime Claim in accordance with the Overtime Protocol;

- (b) otherwise denies the allegations in paragraph 253.

254. As to paragraph 254, the respondent:

- (a) refers to and repeats paragraphs 248 to 253 above; and
- (b) otherwise denies the allegations in paragraph 254.

255. As to paragraph 255, the respondent:

- (a) refers to and repeats paragraphs 248 to 253 above; and
- (b) otherwise denies the allegations in paragraph 255.

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256. The respondent admits paragraph 256.

Rosters

257. As to paragraph 257, the respondent:

- (a) admits that during the Sixth Emergency Department Rotation, Dr Gaggin was rostered to work as pleaded in paragraphs (a), (d) and (e);
- (b) does not admit that during the Sixth Emergency Department Rotation, Dr Gaggin was rostered to work as pleaded in paragraph (b) and (c);
- (c) says further that, in accordance with cl. 35.1(b) of the 2018 Agreement, as pleaded in paragraph 14 above, the Sixth Emergency Department Rotation rosters factored in and allowed time for the performance of the duties and responsibilities admitted at paragraph 16 of the Defence.

Handover overtime

258. As to paragraph 258, the respondent:

- (a) admits that Dr Gaggin's duties and responsibilities when providing medical services included completing handover;
- (b) says that in accordance with cl. 35.1(b) of the 2018 Agreement, the Sixth Emergency Department Rotation roster factored in and allowed time for the completion of handover.

259. As to paragraph 259, the respondent:

- (a) refers to and repeats paragraph 21(b) above;
- (b) says further that if Dr Gaggin performed handover overtime as pleaded, she was entitled to submit an Overtime Claim;
- (c) otherwise denies the allegations in paragraph 259.

260. As to paragraph 260, the respondent:

- (a) refers to and repeats paragraphs 258 and 259 above;
- (b) says further that the Overtime Protocol expressly states that the fact a Doctor in Training is observed by a manager staying back after a shift does not constitute authorisation for overtime;
- (c) otherwise denies the allegations in paragraph 260.

261. As to paragraph 261, the respondent:

- (a) refers to and repeats paragraphs 258 to 260 above;
- (b) says that:
 - (i) whether Dr Gaggin was authorised to work any alleged handover overtime (including whether Dr Gaggin worked the overtime due to a demonstrable clinical need that could not be met by other means) depends on the circumstances of each alleged occasion;
 - (ii) further or alternatively, pursuant to the Overtime Protocol, Dr Gaggin was required to seek authorisation and to submit an Overtime Claim for any handover overtime on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;
 - (iii) Dr Gaggin has not provided particulars of the circumstances of each alleged occasion of handover overtime worked (including of the demonstrable clinical need that could not be met by other means), nor provided particulars of the advance authorisation given to her for such overtime, nor provided particulars of the claims made by her (and approved by Bendigo Health) for retrospective authorisation of such overtime, and Bendigo Health cannot properly plead without those particulars;
- (c) otherwise denies the allegations in paragraph 261.

262. As to paragraph 262, the respondent:

- (a) refers to and repeats paragraphs 258 to 261 above;

- (b) says further that:
- (i) any entitlement to payment for Unrostered Overtime is subject to the condition that Dr Gaggin make an Overtime Claim in relation to the overtime purportedly worked;
 - (ii) Dr Gaggin has not provided particulars of any occasions on which she allegedly:
 - A. worked handover overtime;
 - B. sought and received advance authorisation for such overtime;
 - C. made an Overtime Claim for that handover overtime; and
 - D. was subsequently not paid;
 - (iii) if Dr Gaggin did not make an Overtime Claim in respect of the alleged handover overtime, then it ought be concluded that either:
 - A. Dr Gaggin did not work such overtime;
 - B. Dr Gaggin was not authorised to work such overtime (including because there was no demonstrable clinical need that could not have been met by other means); and/or
 - C. Dr Gaggin was in attendance at Bendigo Hospital for reasons other than due to a demonstrable clinical need that could not have been met by other means, including voluntarily;
 - (iv) further or alternatively, Dr Gaggin is estopped from asserting the contrary of the matters in subparagraphs (iii)(A) and (iii)(B) above for the reasons in paragraphs 357 to 368 below;
- (c) otherwise denies the allegations in paragraph 262.

263. As to paragraph 263, the respondent:

- (a) says that if:
- (i) Dr Gaggin had made an Overtime Claim; and
 - (ii) the Bendigo Overtime Claim satisfied the criteria set out in the Overtime Protocol, Bendigo Health would have considered and processed the Bendigo Overtime Claim in accordance with the Overtime Protocol;
- (b) otherwise denies the allegations in paragraph 263.

264. As to paragraph 264, the respondent:

- (a) refers to and repeats paragraphs 258 to 263 above; and
- (b) otherwise denies the allegations in paragraph 264.

265. As to paragraph 265, the respondent:

- (a) refers to and repeats paragraphs 258 to 263 above; and
- (b) otherwise denies the allegations in paragraph 265.

Medical records overtime

266. As to paragraph 266, the respondent:

- (a) admits that Dr Gaggin's duties and responsibilities when providing medical services included completing medical records;
- (b) says that in accordance with cl. 35.1(b) of the 2018 Agreement, the Sixth Emergency Department Rotation roster factored in and allowed time for the completion of medical records.

267. As to paragraph 267, the respondent:

- (a) refers to and repeats paragraph 21(b) above;
- (b) says further that if Dr Gaggin performed medical records overtime as pleaded, she was entitled to submit an Overtime Claim;
- (c) otherwise denies the allegations in paragraph 267.

268. As to paragraph 268, the respondent:

- (a) refers to and repeats paragraphs 266 and 267 above;
- (b) says further that the Overtime Protocol expressly states that the fact a Doctor in Training is observed by a manager staying back after a shift does not constitute authorisation for overtime;
- (c) otherwise denies the allegations in paragraph 268.

269. As to paragraph 269, the respondent:

- (a) refers to and repeats paragraphs 266 to 268 above;
- (b) says that:

- (i) whether Dr Gaggin was authorised to work any alleged medical records overtime (including whether Dr Gaggin worked the overtime due to a demonstrable clinical need that could not be met by other means) depends on the circumstances of each alleged occasion;
 - (ii) further or alternatively, pursuant to the Overtime Protocol, Dr Gaggin was required to seek authorisation and to submit an Overtime Claim for any medical records overtime on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;
 - (iii) Dr Gaggin has not provided particulars of the circumstances of each alleged occasion of medical records overtime worked (including of the demonstrable clinical need that could not be met by other means), nor provided particulars of the advance authorisation given to her for such overtime, nor provided particulars of the claims made by her (and approved by Bendigo Health) for retrospective authorisation of such overtime, and Bendigo Health cannot properly plead without those particulars;
- (c) otherwise denies the allegations in paragraph 269.

270. As to paragraph 270, the respondent:

- (a) refers to and repeats paragraphs 266 to 269 above;
- (b) says further that:
 - (i) any entitlement to payment for Unrostered Overtime is subject to the condition that Dr Gaggin make an Overtime Claim in relation to the overtime purportedly worked;
 - (ii) Dr Gaggin has not provided particulars of any occasions on which she allegedly:
 - A. worked medical records overtime;
 - B. sought and received advance authorisation for such overtime;
 - C. made an Overtime Claim for that medical records overtime; and
 - D. was subsequently not paid;
 - (iii) if Dr Gaggin did not make an Overtime Claim in respect of the alleged medical records overtime, then it ought be concluded that either:
 - A. Dr Gaggin did not work such overtime;
 - B. Dr Gaggin was not authorised to work such overtime (including because there was no demonstrable clinical need that could not have been met by other means); and/or

C. Dr Gaggin was in attendance at Bendigo Hospital for reasons other than due to a demonstrable clinical need that could not have been met by other means, including voluntarily;

(iv) further or alternatively, Dr Gaggin is estopped from asserting the contrary of the matters in subparagraphs (iii)(A) and (iii)(B) above for the reasons in paragraphs 357 to 368 below;

(c) otherwise denies the allegations in paragraph 270.

271. As to paragraph 271, the respondent:

(a) says that if:

(i) Dr Gaggin had made an Overtime Claim; and

(ii) the Bendigo Overtime Claim satisfied the criteria set out in the Overtime Protocol, Bendigo Health would have considered and processed the Bendigo Overtime Claim in accordance with the Overtime Protocol;

(b) otherwise denies the allegations in paragraph 271.

272. As to paragraph 272, the respondent:

(a) refers to and repeats paragraphs 266 to 271 above; and

(b) otherwise denies the allegations in paragraph 272.

273. As to paragraph 273, the respondent:

(a) refers to and repeats paragraphs 266 to 271 above; and

(b) otherwise denies the allegations in paragraph 273.

Medical Emergency

274. As to paragraph 274, the respondent:

(a) admits that Dr Gaggin's duties and responsibilities when providing medical services included attending medical emergencies;

(b) says that in accordance with cl. 35.1(b) of the 2018 Agreement, the Sixth Emergency Department Rotation roster factored in and allowed time for attending medical emergencies.

275. As to paragraph 275, the respondent:

- (a) refers to and repeats paragraph 21(b) above;
- (b) says further that if Dr Gaggin performed medical emergencies overtime as pleaded, she was entitled to submit an Overtime Claim;
- (c) otherwise denies the allegations in paragraph 275.

276. As to paragraph 276, the respondent:

- (a) refers to and repeats paragraphs 274 and 275 above;
- (b) otherwise denies the allegations in paragraph 276.

277. As to paragraph 277, the respondent:

- (a) refers to and repeats paragraphs 274 to 276 above;
- (b) says that:
 - (i) whether Dr Gaggin was authorised to work any alleged medical emergencies overtime (including whether Dr Gaggin worked the overtime due to a demonstrable clinical need that could not be met by other means) depends on the circumstances of each alleged occasion;
 - (ii) further or alternatively, pursuant to the Overtime Protocol, Dr Gaggin was required to seek authorisation and to submit an Overtime Claim for any medical emergencies overtime on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;
 - (iii) Dr Gaggin has not provided particulars of the circumstances of each alleged occasion of medical emergencies overtime worked (including of the demonstrable clinical need that could not be met by other means), nor provided particulars of the advance authorisation given to her for such overtime, nor provided particulars of the claims made by her (and approved by Bendigo Health) for retrospective authorisation of such overtime, and Bendigo Health cannot properly plead without those particulars;
- (c) otherwise denies the allegations in paragraph 277.

278. As to paragraph 278, the respondent:

- (a) refers to and repeats paragraphs 274 to 277 above;
- (b) says further that:
 - (i) any entitlement to payment for Unrostered Overtime is subject to the condition that Dr Gaggin make an Overtime Claim in relation to the overtime purportedly worked;

- (ii) Dr Gaggin has not provided particulars of any occasions on which she allegedly:
 - A. worked medical emergencies overtime;
 - B. sought and received advance authorisation for such overtime;
 - C. made an Overtime Claim for that medical emergencies overtime; and
 - D. was subsequently not paid;
 - (iii) if Dr Gaggin did not make an Overtime Claim in respect of the alleged medical emergencies overtime, then it ought be concluded that either:
 - A. Dr Gaggin did not work such overtime;
 - B. Dr Gaggin was not authorised to work such overtime (including because there was no demonstrable clinical need that could not have been met by other means); and/or
 - C. Dr Gaggin was in attendance at Bendigo Hospital for reasons other than due to a demonstrable clinical need that could not have been met by other means, including voluntarily;
 - (iv) further or alternatively, Dr Gaggin is estopped from asserting the contrary of the matters in subparagraphs (iii)(A) and (iii)(B) above for the reasons in paragraphs 357 to 368 below;
- (c) otherwise denies the allegations in paragraph 278.

279. As to paragraph 279, the respondent:

- (a) says that if:
 - (i) Dr Gaggin had made an Overtime Claim; and
 - (ii) the Bendigo Overtime Claim satisfied the criteria set out in the Overtime Protocol, Bendigo Health would have considered and processed the Bendigo Overtime Claim in accordance with the Overtime Protocol;
- (b) otherwise denies the allegations in paragraph 279.

280. As to paragraph 280, the respondent:

- (a) refers to and repeats paragraphs 274 to 279 above; and
- (b) otherwise denies the allegations in paragraph 280.

281. As to paragraph 281, the respondent:

- (a) refers to and repeats paragraphs 274 to 279 above; and
- (b) otherwise denies the allegations in paragraph 281.

Other medical services

282. As to paragraph 282, the respondent:

- (a) admits that Dr Gaggin's duties and responsibilities when providing medical services included completing patient care;
- (b) says that in accordance with cl. 35.1(b) of the 2018 Agreement, the Sixth Emergency Department Rotation roster factored in and allowed time for the completion of other medical services including patient care.

283. As to paragraph 283, the respondent:

- (a) refers to and repeats paragraph 21(b) above;
- (b) says further that if Dr Gaggin performed patient care overtime as pleaded, she was entitled to submit an Overtime Claim;
- (c) otherwise denies the allegations in paragraph 283.

284. As to paragraph 284, the respondent:

- (a) refers to and repeats paragraphs 282 and 283 above;
- (b) says further that the Overtime Protocol expressly states that the fact a Doctor in Training is observed by a manager staying back after a shift does not constitute authorisation for overtime;
- (c) otherwise denies the allegations in paragraph 284.

285. As to paragraph 285, the respondent:

- (a) refers to and repeats paragraphs 282 to 284 above;
- (b) says that:
 - (i) whether Dr Gaggin was authorised to work any alleged patient care overtime (including whether Dr Gaggin worked the overtime due to a demonstrable clinical need that could not be met by other means) depends on the circumstances of each alleged occasion;

- (ii) further or alternatively, pursuant to the Overtime Protocol, Dr Gaggin was required to seek authorisation and to submit an Overtime Claim for any patient care overtime on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;
 - (iii) Dr Gaggin has not provided particulars of the circumstances of each alleged occasion of patient care overtime worked (including of the demonstrable clinical need that could not be met by other means), nor provided particulars of the advance authorisation given to her for such overtime, nor provided particulars of the claims made by her (and approved by Bendigo Health) for retrospective authorisation of such overtime, and Bendigo Health cannot properly plead without those particulars;
- (c) otherwise denies the allegations in paragraph 285.

286. As to paragraph 286, the respondent:

- (a) refers to and repeats paragraphs 282 to 285 above;
- (b) says further that:
 - (i) any entitlement to payment for Unrostered Overtime is subject to the condition that Dr Gaggin make an Overtime Claim in relation to the overtime purportedly worked;
 - (ii) Dr Gaggin has not provided particulars of any occasions on which she allegedly:
 - A. worked patient care overtime;
 - B. sought and received advance authorisation for such overtime;
 - C. made an Overtime Claim for that patient care overtime; and
 - D. was subsequently not paid;
 - (iii) if Dr Gaggin did not make an Overtime Claim in respect of the alleged patient care overtime, then it ought be concluded that either:
 - A. Dr Gaggin did not work such overtime;
 - B. Dr Gaggin was not authorised to work such overtime (including because there was no demonstrable clinical need that could not have been met by other means); and/or
 - C. Dr Gaggin was in attendance at Bendigo Hospital for reasons other than due to a demonstrable clinical need that could not have been met by other means, including voluntarily;

(iv) further or alternatively, Dr Gaggin is estopped from asserting the contrary of the matters in subparagraphs (iii)(A) and (iii)(B) above for the reasons in paragraphs 357 to 368 below;

(c) otherwise denies the allegations in paragraph 286.

287. As to paragraph 287, the respondent:

(a) says that if:

(i) Dr Gaggin had made an Overtime Claim; and

(ii) the Bendigo Overtime Claim satisfied the criteria set out in the Overtime Protocol, Bendigo Health would have considered and processed the Bendigo Overtime Claim in accordance with the Overtime Protocol;

(b) otherwise denies the allegations in paragraph 287.

288. As to paragraph 288, the respondent:

(a) refers to and repeats paragraphs 282 to 287 above; and

(b) otherwise denies the allegations in paragraph 288.

289. As to paragraph 289, the respondent:

(a) refers to and repeats paragraphs 282 to 287 above; and

(b) otherwise denies the allegations in paragraph 289.

D9 Loss

290. As to paragraph 290, the respondent denies the allegations for the reasons pleaded above.

E GROUP MEMBERS' CLAIMS

291. As to paragraph 291, the respondent:

(a) admits that, in the course of their employment during the Relevant Period, Doctors in Training:

(i) worked at Bendigo Hospital; and

(ii) were rostered to work 38 ordinary hours per week, or an average of 38 hours per week for up to 4 weeks;

- (b) otherwise denies the allegations in paragraph 291.

E1 Ward round preparation overtime

292. As to paragraph 292, the respondent:

- (a) admits that the duties and responsibilities of a Doctor in Training when providing medical services included ward round preparation;
- (b) says that in accordance with cl. 26.1.2 of the 2013 Agreement and cl. 35.1(b) of the 2018 Agreement, rosters factored in and allowed time for the performance of ward round preparation; and
- (c) otherwise denies the allegations in paragraph 292.

293. As to paragraph 293, the respondent:

- (a) says that in accordance with cl. 32.3 of the 2013 Agreement and cl. 36.3 of the 2018 Agreement, Bendigo Health implemented the Overtime Protocol;
- (b) refers to and repeats sub-paragraphs 21(b)(i)-21(b)(v) above;
- (c) says further that:
 - (i) Doctors in Training were, or ought to have been, aware of the Overtime Protocol and Bendigo Health's approach to Unrostered Overtime;
 - (ii) if Doctors in Training performed Unrostered Overtime, they were able to submit an Overtime Claim;
- (d) otherwise denies the allegations in paragraph 293.

294. As to paragraph 294, the respondent:

- (a) refers to and repeats paragraphs 292 and 293 above;
- (b) otherwise denies the allegations in paragraph 294.

295. As to paragraph 295, the respondent:

- (a) refers to and repeats paragraph 292 to 294 above; and
- (b) otherwise denies the allegations in paragraph 295.

296. As to paragraph 296, the respondent:

- (a) refers to and repeats paragraphs 292 and 293 above;

- (b) says that:
- (i) whether a Doctor in Training was authorised to work any alleged ward round preparation overtime (including whether the Doctor in Training worked the alleged overtime due to a demonstrable clinical need that could not be met by other means) depends on the circumstances of each alleged occasion;
 - (ii) further or alternatively, pursuant to the Overtime Protocol, a Doctor in Training was required to seek authorisation and submit an Overtime Claim for any ward round preparation overtime on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;
 - (iii) no Doctor in Training has provided particulars of the circumstances of any alleged occasion of ward round preparation overtime worked (including of the demonstrable clinical need that could not be met by other means), nor provided particulars of the advance authorisation given to him/her for such overtime, nor provided particulars of the claims made by him/her (and approved by Bendigo Health) for retrospective authorisation of such overtime, and Bendigo Health cannot properly plead without those particulars;
- (c) otherwise denies the allegations in paragraph 296.

297. As to paragraph 297, the respondent:

- (a) refers to and repeats paragraphs 292 to 296 above; and
- (b) says further that:
- (i) payment for Unrostered Overtime is subject to the condition that a Group Member make an Overtime Claim in relation to the overtime purportedly worked;
 - (ii) if a Group Member did not make an Overtime Claim in respect of the alleged ward round preparation overtime, then it ought be concluded that either:
 - A. the Group Member did not work such overtime;
 - B. the Group Member was not authorised to work such overtime (including because there was no demonstrable clinical need that could not have been met by other means); and/or
 - C. the Group Member was in attendance at the hospital for reasons other than due to a demonstrable clinical need that could not have been met by other means, including voluntarily;

(iii) further or alternatively, the Group Member is estopped from asserting the contrary of the matters in subparagraphs (ii)(A) and ii(B) above for the reasons in paragraphs 357 to 368 below;

(c) otherwise denies the allegations in paragraph 297.

298. As to paragraph 298, the respondent:

(a) refers to and repeats paragraphs 292 to 297 above; and

(b) otherwise denies the allegations in paragraph 298.

299. As to paragraph 299, the respondent:

(a) refers to and repeats paragraphs 292 to 297 above; and

(b) otherwise denies the allegations in paragraph 299.

E2 Ward round overtime

300. As to paragraph 300, the respondent:

(a) admits that the duties and responsibilities of Doctors in Training when providing medical services included undertaking ward rounds;

(b) says that in accordance with cl. 26.1.2 of the 2013 Agreement and cl. 35.1(b) of the 2018 Agreement, rosters factored in and allowed time for the undertaking of ward rounds; and

(c) otherwise denies the allegations in paragraph 300.

301. As to paragraph 301, the respondent:

(a) says that in accordance with cl. 32.3 of the 2013 Agreement and cl. 36.3 of the 2018 Agreement, Bendigo Health implemented the Overtime Protocol;

(b) refers to and repeats sub-paragraphs 21(b)(i)-21(b)(v) above;

(c) says further that:

(i) Doctors in Training were, or ought to have been, aware of the Overtime Protocol and Bendigo Health approach to Unrostered Overtime;

(ii) if Doctors in Training performed Unrostered Overtime, they were able to submit an Overtime Claim;

(d) otherwise denies the allegations in paragraph 301.

302. As to paragraph 302, the respondent:

- (a) refers to and repeats paragraphs 300 and 301 above;
- (b) otherwise denies the allegations in paragraph 302.

303. As to paragraph 303:

- (a) refers to and repeats paragraph 301 above; and
- (b) otherwise denies the allegations in paragraph 303.

304. As to paragraph 304:

- (a) refers to and repeats paragraphs 300 and 301 above;
- (b) says that:
 - (i) whether a Doctor in Training was authorised to work any alleged ward round overtime (including whether the Doctor in Training worked the alleged overtime due to a demonstrable clinical need that could not be met by other means) depends on the circumstances of each alleged occasion;
 - (ii) further or alternatively, pursuant to the Overtime Protocol, a Doctor in Training was required to either seek authorisation, and submit an Overtime Claim, for any ward round overtime on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;
 - (iii) no Doctor in Training has provided particulars of the circumstances of any alleged occasion of ward round overtime worked (including of the demonstrable clinical need that could not be met by other means), nor provided particulars of the advance authorisation given to him/her for such overtime, nor provided particulars of the claims made by him/her (and approved by Bendigo Health) for retrospective authorisation of such overtime, and Bendigo Health cannot properly plead without those particulars;
- (c) otherwise denies the allegations in paragraph 304.

305. As to paragraph 305:

- (a) refers to and repeats paragraphs 300 to 304 above; and
- (b) says further that:
 - (i) payment for Unrostered Overtime is subject to the condition that a Group Member make an Overtime Claim in relation to the overtime purportedly worked;

- (ii) if a Group Member did not make an Overtime Claim in respect of the alleged ward round overtime, then it ought be concluded that either:
 - A. the Group Member did not work such overtime;
 - B. the Group Member was not authorised to work such overtime (including because there was no demonstrable clinical need that could not have been met by other means); and/or
 - C. the Group Member was in attendance at the hospital for reasons other than due to a demonstrable clinical need that could not have been met by other means, including voluntarily;

(c) further or alternatively, the Group Member is estopped from asserting the contrary of the matters in subparagraphs (ii)(A) and (ii)(B) above for the reasons in paragraphs 357 to 368 below;

(d) otherwise denies the allegations in paragraph 305.

306. As to paragraph 306, the respondent:

(a) refers to and repeats paragraphs 300 to 305 above; and

(b) otherwise denies the allegations in paragraph 306.

307. As to paragraph 307, the respondent:

(a) refers to and repeats paragraphs 300 to 305 above; and

(b) otherwise denies the allegations in paragraph 307.

E3 Handover overtime

308. As to paragraph 308, the respondent:

(a) admits that a Doctors in Training's duties and responsibilities when providing medical services included conducting handover;

(b) says that in accordance with cl. 26.1.2 of the 2013 Agreement and cl. 35.1(b) of the 2018 Agreement, rosters factored in and allowed time for the conducting of handover; and

(c) otherwise denies the allegations in paragraph 308.

309. As to paragraph 309, the respondent:

- (a) says that in accordance with cl. 32.3 of the 2013 Agreement and cl. 36.3 of the 2018 Agreement, Bendigo Health implemented the Overtime Protocol;
- (b) refers to and repeats sub-paragraphs 21(b)(i)-21(b)(v) above;
- (c) says further that:
 - (i) Doctors in Training were, or ought to have been, aware of the Overtime Protocol and Bendigo Health's approach to Unrostered Overtime;
 - (ii) if Doctors in Training performed Unrostered Overtime, they were able to submit an Overtime Claim;
- (d) otherwise denies the allegations in paragraph 309.

310. As to paragraph 310, the respondent:

- (a) refers to and repeats paragraphs 308 and 309 above;
- (b) otherwise denies the allegations in paragraph 310.

311. As to paragraph 311, the respondent:

- (a) refers to and repeats paragraph 309 above; and
- (b) otherwise denies the allegations in paragraph 311.

312. As to paragraph 312, the respondent:

- (a) refers to and repeats paragraphs 308 and 309 above;
- (b) says that:
 - (i) whether a Doctor in Training was authorised to work any alleged handover overtime (including whether the Doctor in Training worked the alleged overtime due to a demonstrable clinical need that could not be met by other means) depends on the circumstances of each alleged occasion;
 - (ii) further or alternatively, pursuant to the Overtime Protocol, a Doctor in Training was required to either seek authorisation, and to submit an Overtime Claim, for any handover overtime on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;
 - (iii) no Doctor in Training has provided particulars of the circumstances of any alleged occasion of handover overtime worked (including of the demonstrable clinical need that could not be met by other means), nor provided particulars of the advance

authorisation given to him/her for such overtime, nor provided particulars of the claims made by him/her (and approved by Bendigo Health) for retrospective authorisation of such overtime, and Bendigo Health cannot properly plead without those particulars;

(c) otherwise denies the allegations in paragraph 312.

313. As to paragraph 313, the respondent:

(a) refers to and repeats paragraphs 308 to 312 above; and

(b) says further that:

(i) payment for Unrostered Overtime is subject to the condition that a Group Member make an Overtime Claim in relation to the overtime purportedly worked;

(ii) if a Group Member did not make an Overtime Claim in respect of the alleged handover overtime, then it ought be concluded that either:

A. the Group Member did not work such overtime;

B. the Group Member was not authorised to work such overtime (including because there was no demonstrable clinical need that could not have been met by other means); and/or

C. the Group Member was in attendance at the hospital for reasons other than due to a demonstrable clinical need that could not have been met by other means, including voluntarily;

(iii) further or alternatively, the Group Member is estopped from asserting the contrary of the matters in subparagraphs (ii)A and (ii)B above for the reasons in paragraphs 357 to 368 below;

(c) otherwise denies the allegations in paragraph 313.

314. As to paragraph 314, the respondent:

(a) refers to and repeats paragraphs 308 to 313 above; and

(b) otherwise denies the allegations in paragraph 314.

315. As to paragraph 315, the respondent:

(a) refers to and repeats paragraphs 308 to 313 above; and

(b) otherwise denies the allegations in paragraph 315.

E4 Medical procedures preparation overtime

316. As to paragraph 316, the respondent:

- (a) admits that the duties and responsibilities of Doctors in Training when providing medical services included medical procedures preparation;
- (b) says that in accordance with cl. 26.1.2 of the 2013 Agreement and cl. 35.1(b) of the 2018 Agreement, rosters factored in and allowed time for the performance of medical procedures preparation; and
- (c) otherwise denies the allegations in paragraph 316.

317. As to paragraph 317:

- (a) says that in accordance with cl. 32.3 of the 2013 Agreement and cl. 36.3 of the 2018 Agreement, Bendigo Health implemented the Overtime Protocol;
- (b) refers to and repeats sub-paragraphs 21(b)(i)-21(b)(v) above;
- (c) says further that:
 - (i) Doctors in Training were, or ought to have been, aware of the Overtime Protocol and Bendigo Health's approach to Unrostered Overtime;
 - (ii) if Doctors in Training performed Unrostered Overtime, they were able to submit an Overtime Claim;
- (d) otherwise denies the allegations in paragraph 317.

318. As to paragraph 318:

- (a) refers to and repeats paragraphs 316 and 317 above;
- (b) otherwise denies the allegations in paragraph 318.

319. As to paragraph 319:

- (a) refers to and repeats paragraph 317 above; and
- (b) otherwise denies the allegations in paragraph 319.

320. As to paragraph 320:

- (a) refers to and repeats paragraphs 316 and 317 above;
- (b) says that:

- (i) whether a Doctor in Training was authorised to work any alleged medical procedures preparation overtime (including whether the Doctor in Training worked the alleged overtime due to a demonstrable clinical need that could not be met by other means) depends on the circumstances of each alleged;
 - (ii) further or alternatively, pursuant to the Overtime Protocol, a Doctor in Training was required to either seek authorisation, and to submit an Overtime Claim for any medical procedures preparation overtime on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;
 - (iii) no Doctor in Training has provided particulars of the circumstances of any alleged occasion of medical procedures preparation overtime worked (including of the demonstrable clinical need that could not be met by other means), nor provided particulars of the advance authorisation given to him/her for such overtime, nor provided particulars of the claims made by him/her (and approved by Bendigo Health) for retrospective authorisation of such overtime, and Bendigo Health cannot properly plead without those particulars;
- (c) otherwise denies the allegations in paragraph 320.

321. As to paragraph 321, the respondent:

- (a) refers to and repeats paragraphs 316 to 320 above; and
- (b) says further that:
 - (i) payment for Unrostered Overtime is subject to the condition that a Group Member make an Overtime Claim in relation to the overtime purportedly worked;
 - (ii) if a Group Member did not make an Overtime Claim in respect of the alleged medical procedures preparation overtime, then it ought be concluded that either:
 - A. the Group Member did not work such overtime;
 - B. the Group Member was not authorised to work such overtime (including because there was no demonstrable clinical need that could not have been met by other means); and/or
 - C. the Group Member was in attendance at the hospital for reasons other than due to a demonstrable clinical need that could not have been met by other means, including voluntarily;

(iii) further or alternatively, the Group Member is estopped from asserting the contrary of the matters in subparagraphs (ii)A and (ii)B above for the reasons in paragraphs 357 to 368 below;

(c) otherwise denies the allegations in paragraph 321.

322. As to paragraph 322, the respondent:

(a) refers to and repeats paragraphs 316 to 321 above; and

(b) otherwise denies the allegations in paragraph 322.

323. As to paragraph 323, the respondent:

(a) refers to and repeats paragraphs 316 to 321 above; and

(b) otherwise denies the allegations in paragraph 323.

E5 Medical emergency overtime

324. As to paragraph 324, the respondent:

(a) admits that Doctors in Training duties and responsibilities when providing medical services included attending medical emergencies;

(b) says that in accordance with cl. 26.1.2 of the 2013 Agreement and cl. 35.1(b) of the 2018 Agreement, rosters factored in and allowed time for attending medical emergencies;

(c) otherwise denies the allegations in paragraph 324.

325. As to paragraph 325, the respondent:

(a) says that in accordance with cl. 32.3 of the 2013 Agreement and cl. 36.3 of the 2018 Agreement, Bendigo Health implemented the Overtime Protocol;

(b) refers to and repeats sub-paragraphs 21(b)(i)-21(b)(v) above;

(c) says further that:

(i) Doctors in Training were, or ought to have been, aware of the Overtime Protocol and Bendigo Health's approach to Unrostered Overtime;

(ii) if Doctors in Training performed Unrostered Overtime, they were able to submit an Overtime Claim;

(d) otherwise denies the allegations in paragraph 325.

326. As to paragraph 326, the respondent:

- (a) refers to and repeats paragraphs 324 and 325 above;
- (b) otherwise denies the allegations in paragraph 326.

327. As to paragraph 327, the respondent:

- (a) refers to and repeats paragraph 325 above; and
- (b) otherwise denies the allegations in paragraph 327.

328. As to paragraph 328:

- (a) refers to and repeats paragraphs 324 and 325 above;
- (b) says that:
 - (i) whether a Doctor in Training was authorised to work any alleged medical emergency overtime (including whether the Doctor in Training worked the alleged overtime due to a demonstrable clinical need that could not be met by other means) depends on the circumstances of each alleged occasion;
 - (ii) further or alternatively, pursuant to the Overtime Protocol, a Doctor in Training was required to either seek authorisation, and to submit an Overtime Claim on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;
 - (iii) no Doctor in Training has provided particulars of the circumstances of any alleged occasion of medical emergency overtime worked (including of the demonstrable clinical need that could not be met by other means), nor provided particulars of the advance authorisation given to him/her for such overtime, nor provided particulars of the claims made by him/her (and approved by Bendigo Health) for retrospective authorisation of such overtime, and Bendigo Health cannot properly plead without those particulars;
- (c) otherwise denies the allegations in paragraph 328.

329. As to paragraph 329, the respondent:

- (a) refers to and repeats paragraphs 324 to 327 above; and
- (b) says further that:
 - (i) payment for Unrostered Overtime is subject to the condition that a Group Member make an Overtime Claim in relation to the overtime purportedly worked;

- (ii) if a Group Member did not make an Overtime Claim in respect of the alleged medical emergency overtime, then it ought be concluded that either:
 - A. the Group Member did not work such overtime;
 - B. the Group Member was not authorised to work such overtime (including because there was no demonstrable clinical need that could not have been met by other means); and/or
 - C. the Group Member was in attendance at the hospital for reasons other than due to a demonstrable clinical need that could not have been met by other means, including voluntarily;
- (iii) further or alternatively, the Group Member is estopped from asserting the contrary of the matters in subparagraphs (ii)A and (ii)B above for the reasons in paragraphs 357 to 368 below.

(c) otherwise denies the allegations in paragraph 329.

330. As to paragraph 330, the respondent:

- (a) refers to and repeats paragraphs 324 to 329 above; and
- (b) otherwise denies the allegations in paragraph 330.

331. As to paragraph 331, the respondent:

- (a) refers to and repeats paragraphs 324 to 329 above; and
- (b) otherwise denies the allegations in paragraph 331.

E6 Medical records overtime

332. As to paragraph 332, the respondent:

- (a) admits that the duties and responsibilities of Doctors in Training when providing medical services included completing medical records;
- (b) says that in accordance with cl. 26.1.2 of the 2013 Agreement and cl. 35.1(b) of the 2018 Agreement, rosters factored in and allowed time for the completion of medical records; and
- (c) otherwise denies the allegations in paragraph 332.

333. As to paragraph 333, the respondent:

- (a) says that in accordance with cl. 32.3 of the 2013 Agreement and cl. 36.3 of the 2018 Agreement, Bendigo Health implemented the Overtime Protocol;
- (b) refers to and repeats sub-paragraphs 21(b)(i)-21(b)(v) above;
- (c) says further that:
 - (i) Doctors in Training were, or ought to have been, aware of the Overtime Protocol and Bendigo Health's approach to Unrostered Overtime;
 - (ii) if Doctors in Training performed Unrostered Overtime, they were able to submit an Overtime Claim;
- (d) otherwise denies the allegations in paragraph 333.

334. As to paragraph 334, the respondent:

- (a) refers to and repeats paragraphs 332 and 333 above;
- (b) otherwise denies the allegations in paragraph 334.

335. As to paragraph 335, the respondent:

- (a) refers to and repeats paragraph 333 above; and
- (b) otherwise denies the allegations in paragraph 335.

336. As to paragraph 336, the respondent:

- (a) refers to and repeats paragraphs 332 and 333 above;
- (b) says that:
 - (i) whether a Doctor in Training was authorised to work any alleged medical records overtime (including whether the Doctor in Training worked the alleged overtime due to a demonstrable clinical need that could not be met by other means) depends on the circumstances of each alleged occasion;
 - (ii) further or alternatively, pursuant to the Overtime Protocol, a Doctor in Training was required to seek authorisation, and to submit an Overtime Claim on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;
 - (iii) no Doctor in Training has provided particulars of the circumstances of any alleged occasion of medical records overtime worked (including of the demonstrable clinical need that could not be met by other means), nor provided particulars of the advance

authorisation given to him/her for such overtime, nor provided particulars of the claims made by him/her (and approved by Bendigo Health) for retrospective authorisation of such overtime, and Bendigo Health cannot properly plead without those particulars;

(c) otherwise denies the allegations in paragraph 336.

337. As to paragraph 337, the respondent:

(a) refers to and repeats paragraphs 332 to 336 above; and

(b) says further that:

(i) payment for Unrostered Overtime is subject to the condition that a Group Member make an Overtime Claim in relation to the overtime purportedly worked;

(ii) if a Group Member did not make an Overtime Claim in respect of the alleged medical records overtime, then it ought be concluded that either:

A. the Group Member did not work such overtime;

B. the Group Member was not authorised to work such overtime (including because there was no demonstrable clinical need that could not have been met by other means); and/or

C. the Group Member was in attendance at the hospital for reasons other than due to a demonstrable clinical need that could not have been met by other means, including voluntarily;

(iii) further or alternatively, the Group Member is estopped from asserting the contrary of the matters in subparagraphs(ii)A and (ii)B above for the reasons in paragraphs 357 to 368 below;

(c) otherwise denies the allegations in paragraph 337.

338. As to paragraph 338, the respondent:

(a) refers to and repeats paragraphs 332 to 337 above; and

(b) otherwise denies the allegations in paragraph 338.

339. As to paragraph 339, the respondent:

(a) refers to and repeats paragraphs 332 to 337 above; and

(b) otherwise denies the allegations in paragraph 339.

E7 Outpatient care overtime

340. As to paragraph 340, the respondent:

- (a) admits that the duties and responsibilities of Doctors in Training when providing medical services included providing medical care to patients in a clinic;
- (b) says that in accordance with cl. 26.1.2 of the 2013 Agreement and cl. 35.1(b) of the 2018 Agreement, rosters factored in and allowed time to provide medical care to patients in a clinic; and
- (c) otherwise denies the allegations in paragraph 340.

341. As to paragraph 341, the respondent:

- (a) says that in accordance with cl. 32.3 of the 2013 Agreement and cl. 36.3 of the 2018 Agreement, Bendigo Health implemented the Overtime Protocol;
- (b) refers to and repeats sub-paragraphs 21(b)(i)-21(b)(v) above;
- (c) says further that:
 - (i) Doctors in Training were, or ought to have been, aware of the Overtime Protocol and Bendigo Health's approach to Unrostered Overtime;
 - (ii) if Doctors in Training performed Unrostered Overtime, they were able to submit an Overtime Claim;
- (d) otherwise denies the allegations in paragraph 341.

342. As to paragraph 342, the respondent:

- (a) refers to and repeats paragraphs 340 and 341 above;
- (b) otherwise denies the allegations in paragraph 342.

343. As to paragraph 343, the respondent:

- (a) refers to and repeats paragraph 341 above; and
- (b) otherwise denies the allegations in paragraph 343.

344. As to paragraph 344, the respondent:

- (a) refers to and repeats paragraphs 340 and 341 above;
- (b) says that:

- (i) whether a Doctor in Training was authorised to work any alleged outpatient care overtime (including whether the Doctor in Training worked the alleged overtime due to a demonstrable clinical need that could not be met by other means) depends on the circumstances of each alleged occasion;
 - (ii) further or alternatively, pursuant to the Overtime Protocol, a Doctor in Training was required to seek authorisation, and to submit an Overtime Claim on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;
 - (iii) no Doctor in Training has provided particulars of the circumstances of any alleged occasion of outpatient care overtime worked (including of the demonstrable clinical need that could not be met by other means), nor provided particulars of the advance authorisation given to him/her for such overtime, nor provided particulars of the claims made by him/her (and approved by Bendigo Health) for retrospective authorisation of such overtime, and Bendigo Health cannot properly plead without those particulars;
- (c) otherwise denies the allegations in paragraph 344.

345. As to paragraph 345:

- (a) refers to and repeats paragraphs 340 to 344 above;
- (b) says further that:
 - (i) payment for Unrostered Overtime is subject to the condition that a Group Member make an Overtime Claim in relation to the overtime purportedly worked;
 - (ii) if a Group Member did not make an Overtime Claim in respect of the alleged outpatient care overtime, then it ought be concluded that either:
 - A. the Group Member did not work such overtime;
 - B. the Group Member was not authorised to work such overtime (including because there was no demonstrable clinical need that could not have been met by other means); and/or
 - C. the Group Member was in attendance at the hospital for reasons other than due to a demonstrable clinical need that could not have been met by other means, including voluntarily;
 - (iii) further or alternatively, the Group Member is estopped from asserting the contrary of the matters in subparagraphs (ii)A and (ii)B above for the reasons in paragraphs 357 to 368 below;

- (c) otherwise denies the allegations in paragraph 345.

346. As to paragraph 346, the respondent:

- (a) refers to and repeats paragraphs 340 to 345 above; and
- (b) otherwise denies the allegations in paragraph 346.

347. As to paragraph 347, the respondent:

- (a) refers to and repeats paragraphs 340 to 345 above; and
- (b) otherwise denies the allegations in paragraph 347.

E8 Other medical services overtime

348. As to paragraph 348, the respondent:

- (a) admits that the duties and responsibilities of Doctors in Training when providing medical services included carrying out such other duties necessary for the provision of medical services by the Doctor in Training;
- (b) says that in accordance with cl. 26.1.2 of the 2013 Agreement and cl. 35.1(b) of the 2018 Agreement, rosters factored in and allowed time to carry out such other duties necessary for the provision of medical services by the Doctor in Training; and
- (c) otherwise denies the allegations in paragraph 348.

349. As to paragraph 349, the respondent:

- (a) says that in accordance with cl. 32.3 of the 2013 Agreement and cl. 36.3 of the 2018 Agreement, Bendigo Health implemented the Overtime Protocol;
- (b) refers to and repeats sub-paragraphs 21(b)(i)-21(b)(v) above;
- (c) says further that:
 - (i) Doctors in Training were, or ought to have been, aware of the Overtime Protocol and Bendigo Health's approach to Unrostered Overtime;
 - (ii) if Doctors in Training performed Unrostered Overtime, they were able to submit an Overtime Claim;
- (d) otherwise denies the allegations in paragraph 349.

350. As to paragraph 350, the respondent:

- (a) refers to and repeats paragraphs 348 and 349 above;
- (b) otherwise denies the allegations in paragraph 350.

351. As to paragraph 351, the respondent:

- (a) refers to and repeats paragraph 349 above; and
- (b) otherwise denies the allegations in paragraph 351.

352. As to paragraph 352, the respondent:

- (a) refers to and repeats paragraphs 348 and 349 above;
- (b) says that:
 - (i) whether a Doctor in Training was authorised to work any alleged other medical services overtime (including whether the Doctor in Training worked the alleged overtime due to a demonstrable clinical need that could not be met by other means) depends on the circumstances of each alleged occasion;
 - (ii) further or alternatively, pursuant to the Overtime Protocol, a Doctor in Training was required to seek authorisation, and to submit an Overtime Claim on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;
 - (iii) no Doctor in Training has provided particulars of the circumstances of any alleged occasion of other medical services overtime worked (including of the demonstrable clinical need that could not be met by other means), nor provided particulars of the advance authorisation given to him/her for such overtime, nor provided particulars of the claims made by him/her (and approved by Bendigo Health) for retrospective authorisation of such overtime, and Bendigo Health cannot properly plead without those particulars;
- (c) otherwise denies the allegations in paragraph 352.

353. As to paragraph 353, the respondent:

- (a) refers to and repeats paragraphs 348 to 352 above;
- (b) says further that:
 - (i) payment for Unrostered Overtime is subject to the condition that a Group Member make an Overtime Claim in relation to the overtime purportedly worked;

- (ii) if a Group Member did not make an Overtime Claim in respect of the alleged medical services overtime, then it ought be concluded that either:
 - A. the Group member did not work such overtime;
 - B. the Group Member was not authorised to work such overtime (including because there was no demonstrable clinical need that could not have been met by other means); and/or
 - C. the Group Member was in attendance at the hospital for reasons other than due to a demonstrable clinical need that could not have been met by other means, including voluntarily;
- (iii) further or alternatively, the Group Member is estopped from asserting the contrary of the matters in subparagraphs (ii)A and (ii)B above for the reasons in paragraphs 357 to 368 below;

(c) otherwise denies the allegations in paragraph 353.

354. As to paragraph 354, the respondent:

- (a) refers to and repeats paragraphs 348 to 353 above; and
- (b) otherwise denies the allegations in paragraph 354.

355. As to paragraph 355, the respondent:

- (a) refers to and repeats paragraphs 348 to 353 above; and
- (b) otherwise denies the allegations in paragraph 355.

E9 Loss and damage

356. As to paragraph 356, the respondent denies the allegations for the reasons pleaded herein.

F ESTOPPEL BY CONDUCT

Background to the estoppel

357. Pursuant to the terms of their employment contracts, Dr Gaggin and the Group Members:

- (a) were informed that their conditions of employment were governed by:
 - (i) the 2013 Agreement or the 2018 Agreement;
 - (ii) their individual contracts of employment;

(b) agreed to observe policies and practices in place across Bendigo Health.

358. Pursuant to the Overtime Protocol, Dr Gaggin and Group Members were required to:

(a) complete an Overtime Claim and state:

(i) the reasons or justification necessitating the Unrostered Overtime;

(ii) the date the Unrostered Overtime was worked;

(iii) the rostered finish time;

(iv) the time the Unrostered Overtime ceased;

(v) the patient's UR number; and

(vi) the Unrostered Overtime Worked;

(b) seek authorisation for the Unrostered Overtime:

A. in advance of the Doctor in Training working the Unrostered Overtime, by the Doctor in Training's manager or delegate;

B. after the Doctor in Training worked the Unrostered Overtime, by the relevant Executive Director.

(c) where authorisation for the Unrostered Overtime was not sought and obtained in advance of the Doctor in Training working the Unrostered Overtime, seek retrospective authorisation of Unrostered Overtime on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight;

(d) submit the Overtime Claim on the first occasion possible after the Unrostered Overtime was worked, and on no occasion later than the completion of that pay fortnight.

359. Dr Gaggin and Group Members were aware of the procedure employed at Bendigo Health to claim payment for Unrostered Overtime.

Particulars

Information about the Overtime Protocol was available from Dr Gaggin's roster coordinator.

360. From time to time throughout the Relevant Period, Dr Gaggin and Group Members submitted claims for Unrostered Overtime which were approved and for which they were paid (**Claimed Unrostered Overtime**).

361. By reason of paragraphs 357 to 360 above, Dr Gaggin and Group Members were aware or ought to have been aware of:

- (a) their ordinary hours of work;
- (b) the requirement to seek authorisation for Unrostered Overtime;
- (c) the requirement to submit an Overtime Claim and the process for doing so (including the time by which it must be submitted); and
- (d) were capable of complying with those requirements.

Operation of the estoppel

362. In the circumstances set out in paragraphs 357 to 360 above, to the extent that Dr Gaggin and the Group Members attended or remained at work outside their ordinary hours of work other than for rostered overtime or authorised Unrostered Overtime, and did not submit an Overtime Claim in accordance with the Overtime Protocol, then, by that conduct, Dr Gaggin and the Group Members induced Bendigo Health to assume, and Bendigo Health did assume:

- (a) that they were not, or were not required to be, in attendance at a hospital to carry out functions that they had been called upon to perform on behalf of Bendigo Health during any such time;
- (b) further or alternatively, that any attendance at a Bendigo Health facility during any such time was for reasons other than a demonstrable clinical need that could not have been met by other means, including voluntarily.

363. Dr Gaggin and the Group Members did not correct any mistake in the assumptions set out in paragraph 362 (**unapproved or unclaimed time assumptions**), despite being under a duty to do so:

- (a) by reason of their contractual obligations set out in paragraph 357 above;
- (b) further or alternatively, because, by reason of the matters in paragraphs 358 to 362 above:
 - (i) Dr Gaggin and Group Members knew, or should reasonably have known, that Bendigo Health would be induced by the acts or omissions referred to in paragraphs 362 above to make the unapproved or unclaimed overtime assumptions; and
 - (ii) a reasonable person would have expected Dr Gaggin and Group Members to correct any mistake in those assumptions by submitting an Overtime Claim in accordance with the Overtime Protocol.

364. In the circumstances set out in paragraph 363 above, to the extent that Dr Gaggin or Group Members engaged in the conduct in paragraphs 362 above, it amounted to a representation by Dr Gaggin and Group Members as to the matters in paragraph 363 (**unapproved or unclaimed overtime representations**).
365. Bendigo Health acted in reliance on the unapproved or unclaimed overtime representations and the unapproved or unclaimed overtime assumptions, in that Bendigo Health, by reason of the unapproved or unclaimed overtime representations and the unapproved or unclaimed overtime assumptions:
- (a) was not aware of, and did not investigate contemporaneously, any assertion that Dr Gaggin or Group Members had purportedly attended at work outside their ordinary hours of work other than during periods of rostered overtime and claimed Unrostered Overtime;
 - (b) did not make any payment to Dr Gaggin or Group Members in relation to any purported attendance at work outside their ordinary hours of work other during periods of rostered overtime and claimed Unrostered Overtime; and
 - (c) did not take steps that were available to Bendigo Health to reduce any such time being worked by Dr Gaggin and Group Members.

Particulars

The steps that would have been available to Bendigo Health included:

- 1) changing roster arrangements to reduce the possibility of Unrostered Overtime arising;
- 2) changing models of care and making operational changes in the delivery of health services, such as changing theatre scheduling arrangements, to address the causes of Unrostered Overtime, based on the information provided by Dr Gaggin and Group Members;
- 3) employing or rostering more doctors;
- 4) reallocating responsibility for some activities or functions to more senior doctors or other personnel;
- 5) issuing directions in relation to working or not working Unrostered Overtime or performing or not performing particular activities;
- 6) identifying cultural barriers to claiming overtime and educating staff at all levels (administrative and medical) about the expectation of claiming overtime;

- 7) planning, forecasting or budgeting for the Unrostered Overtime to ensure that Bendigo Health could meet any liability for Unrostered Overtime.

366. To the extent that Dr Gaggin or Group Members engaged in the conduct in paragraphs 362 above, it was reasonable for Bendigo Health to regard that conduct as amounting to the unapproved and unclaimed overtime representations, to make the unapproved or unclaimed overtime assumptions, and to rely on those assumptions as set out in paragraph 364 above, in circumstances in which Dr Gaggin and Group Members:

- (a) were obliged to comply with the Overtime Protocol in relation to obtaining authorisation for Unrostered Overtime and submitting claims for Unrostered Overtime, as set out in paragraph 358 above;
- (b) were informed of those obligations by Bendigo Health as set out in paragraph 358 above;
- (c) were capable of complying with those obligations as set out in paragraph 358 above; and
- (d) were on notice that Bendigo Health's reliance on the unapproved or unclaimed overtime representations and the unapproved or unclaimed overtime assumptions.

Particulars

Dr Gaggin and the Group Members were on notice including because:

- 1) they were not paid in relation to any purported attendance at work outside their ordinary hours of work other than during periods of rostered overtime and claimed Unrostered Overtime;
- 2) their day-to-day work was autonomous, such that they could not reasonably expect the senior staff with authority to approve or require Unrostered Overtime on behalf of Bendigo Health to have known they were working outside their ordinary hours unless they submitted a claim or otherwise brought that work to Bendigo Health's attention.

367. Bendigo Health would suffer detriment if Dr Gaggin and Group Members were permitted to assert to the contrary of any of the unapproved or unclaimed overtime assumptions, to the extent that any of those assumptions is incorrect (which is not admitted), being that:

- (a) Bendigo Health would be required to make further payments to Dr Gaggin and Group Members in relation to Unrostered Overtime;
- (b) further or alternatively, Bendigo Health has lost the opportunity to avoid all or some of the Unrostered Overtime by taking the steps referred to in sub-paragraph 365(c) above,

which they did not take in reliance on the unapproved or unclaimed overtime representations and the unapproved or unclaimed overtime assumptions.

368. By reason of paragraphs 357 to 367 above, Dr Gaggin and Group Members are estopped from asserting:

- (a) that they were, or were required to be, in attendance at a Bendigo Health facility to carry out functions that they had been called upon to perform on behalf of Bendigo Health during any such time;
- (b) further or alternatively, that any attendance at a Bendigo Health facility during any such time was for reasons other than a demonstrable clinical need that could not have been met by other means, including voluntarily.

Date: 6 May 2022



.....
Signed by Andrew Morrison
Lawyer for the respondent

This pleading was prepared by Andrew Morrison and Grace Ness for the respondent and settled by Frank Parry QC and Helen Tiplady, Counsel for the respondent.

Certificate of lawyer

I Andrew Morrison certify to the Court that, in relation to the defence filed on behalf of the respondent, the factual and legal material available to me at present provides a proper basis for:

1. each allegation in the pleading; and
2. each denial in the pleading; and
3. each non admission in the pleading.

Date: 6 May 2022



.....
Signed by Andrew Morrison
Lawyer for the respondent

Schedule of Parties

Federal Court of Australia
District Registry: Victoria
Division: Fair Work

No. VID774/2021

Applicants

First Applicant: The Australian Salaried Medical Officers' Federation
Second Applicant: Catherine Gaggin

Respondent

Respondent: Bendigo Health