

**WA HEALTH SYSTEM - MEDICAL PRACTITIONERS - AMA INDUSTRIAL  
AGREEMENT 2022**

**WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION**

**PARTIES** THE HEALTH SERVICE PROVIDERS ESTABLISHED PURSUANT TO SECTION 32(1)(B) OF THE HEALTH SERVICES ACT 2016 (WA),  
DIRECTOR GENERAL OF THE DEPARTMENT OF HEALTH,  
MENTAL HEALTH COMMISSION

**APPLICANTS**

-v-

AUSTRALIAN MEDICAL ASSOCIATION (WA) INCORPORATED

**RESPONDENT**

**CORAM** PUBLIC SERVICE ARBITRATOR  
COMMISSIONER T EMMANUEL

**DATE** FRIDAY, 2 SEPTEMBER 2022

**FILE NO** PSAAG 5 OF 2022

**CITATION NO.** 2022 WAIRC 00646

**Result** Agreement registered

**Representation**

**Applicants** Ms J Withers (as agent)

**Respondent** Mr D Copland (as agent)

*Order*

WHEREAS this is an application pursuant to section 41 of the *Industrial Relations Act 1979* (WA) to register an industrial agreement;

AND WHEREAS I am satisfied that the agreement meets the requirements of the *Industrial Relations Act 1979* (WA) and that it should be registered;

AND HAVING heard from Ms J Withers (as agent) on behalf of the applicants and Mr D Copland (as agent) on behalf of the respondent;

NOW THEREFORE the Public Service Arbitrator, pursuant to the powers conferred under the *Industrial Relations Act 1979* (WA), orders –

THAT the agreement made between the parties filed in the Registry on 18 August 2022 entitled WA Health System – Medical Practitioners – AMA Industrial Agreement 2022 as

amended by the parties on 29 August 2022 and attached to this order be registered as an industrial agreement in replacement of the WA Health System – Medical Practitioners – AMA Industrial Agreement 2016, which by operation of s 41(8) is cancelled.

**L.S.** (Sgd.) **T. EMMANUEL**  
COMMISSIONER T EMMANUEL  
PUBLIC SERVICE ARBITRATOR

**WA HEALTH SYSTEM – MEDICAL PRACTITIONERS –  
AMA INDUSTRIAL AGREEMENT 2022**

## **PART 1 - PRELIMINARIES**

### **1. TITLE**

This Agreement will be known as the WA Health System - Medical Practitioners - AMA Industrial Agreement 2022.

### **2. ARRANGEMENT**

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### **3. APPLICATION**

- (1) This Agreement will extend to and bind all medical practitioners employed by the Employers except those employed as clinical academics pursuant to the WA Health System - Medical Practitioners (Clinical Academics) AMA Industrial Agreement 2016 or as replaced from time to time, or members of the Health Executive Service or Senior Executive Service.
- (2) This Agreement will operate throughout the State of Western Australia.
- (3) The Employers party to and bound by this Agreement are:
  - (a) The Health Service Providers established pursuant to section 32(1)(b) of the *Health Services Act 2016 (WA)* which include:
    - (i) Child and Adolescent Health Service;
    - (ii) East Metropolitan Health Service;
    - (iii) North Metropolitan Health Service;
    - (iv) PathWest Laboratory Medicine WA;
    - (v) South Metropolitan Health Service;
    - (vi) WA Country Health Service;
  - (b) Director General of the Department of Health; and
  - (c) Mental Health Commission.
- (4) The Association party to and bound by this Agreement is the Australian Medical Association (Western Australia) Incorporated.
- (5) The estimated number of employees bound by this Agreement at the time of registration is 5,500.
- (6) Whilst this Agreement is in operation, it will override all provisions of the:
  - (a) WA Public Hospitals (Senior Medical Practitioners) Award 2011.
  - (b) WA Public Hospitals (Doctors in Training) Award 2011.
  - (c) Government Officers Salaries, Allowances and Conditions Award 1989.
- (7) This Agreement cancels and replaces the WA Health System – Medical Practitioners – AMA Industrial Agreement 2016.

### **4. NO FURTHER CLAIMS**

The parties undertake that for the period of this Agreement they will not, other than as agreed or as provided in this Agreement, pursue any extra claims with respect to salaries and conditions to apply within the period of this Agreement to practitioners who are bound by it.

## **5. NO BANS OR LIMITATIONS**

Practitioners will not engage in any stoppage, ban or limitation on the performance of work required under their contracts of employment unless authorised or agreed to by the Employer. The Employer will not lock out practitioners from their employment.

## **6. TERM, EXPIRY AND RENEGOTIATION OF AGREEMENT**

- (1) This Agreement will have effect from date of registration and will expire 2 years from the date of registration.
- (2) Negotiations for a new agreement will commence 6 months prior to the date of expiry and the parties are committed to expeditiously progressing negotiations to finalise the new agreement prior to the expiration of this Agreement.
- (3) If a new agreement is not registered by the expiry date, this Agreement will continue in force until a new agreement is made.

## **7. AGREEMENT FLEXIBILITY**

In recognition of the need for maximum flexibility within this Agreement, the Employer, the Association and the majority of practitioner(s) concerned may agree to mutually acceptable terms and conditions to be implemented in substitution of those specified in this Agreement.

## **8. DEFINITIONS**

“Association” means the Australian Medical Association (WA) Incorporated.

“Arrangement A Salary” means, in the case of Senior Practitioners, the annual salary rate prescribed in Schedule 1 – Table 2 – Senior Practitioners – Arrangement A Salary.

“Arrangement B Salary” means, in the case of Senior Practitioners, the base annual salary rate as prescribed in Schedule 1 – Table 3 – Senior Practitioners – Arrangement B Salary.

“Base Salary” has the same meaning as Arrangement B Salary.

“Board of Reference” means a panel consisting of a person nominated by the Employer, a person nominated by the Association and an independent Chairperson nominated by the Western Australian Industrial Relations Commission.

“Consultant / Specialist” means a medical practitioner who holds the appropriate higher qualification of a University or College, recognised by the Australian Medical Council (“the AMC”), and includes a Fellow of the Australasian Chapter of Addiction Medicine, or, in exceptional circumstances to satisfy areas of unmet need, such other specialist qualification recognised by the Director General of Health and who, unless otherwise approved by the Director General of Health, is employed and practicing in the specialty for which he/she is qualified.

“Contracted State Entity” means Bunbury Health Campus, Joondalup Health Campus, Peel Health Campus and St John of God Midland Public and Private Hospital, as amended by the System Manager from time to time.

“Director of Medical Services” means a medical practitioner who is the principal medical administrator of the hospital and / or health service.

“Doctor in Training” means a practitioner who is appointed as an Intern, Resident Medical Officer, Registrar, Supervised Medical Officer, Trainee Medical Administrator, Trainee Public Health Physician, Trainee Psychiatrist or Senior

Registrar.

“Employer/s” has the same meaning as contained in subclause 3(3).

“General Practitioner” means a medical practitioner engaged in the provision of primary, continuing whole-patient care to individuals, families and their community not being a vocationally registered general practitioner.

“Health Service Medical Practitioner” means a non-specialist medical practitioner who is not in a recognised training program and who is authorised to perform duties without requiring clinical supervision by a consultant / specialist or senior medical practitioner. The classification includes a general practitioner (not vocationally registered).

“Hospital”, subject to the context, includes Health Service.

“Intern” means a medical practitioner employed by a teaching hospital during the first year of relevant experience following graduation, prior to full registration by the Medical Board of Australia.

“Medical Administrator” means a practitioner who is appointed as a Director of Medical Services or to a like position the duties of which are primarily associated with the management of hospitals or health services.

“Medical Practitioner” means a medical practitioner as defined under the *Health Practitioner Regulation National Law (WA) Act 2010* as amended from time to time.

“Practitioner” means a medical practitioner employed under this Agreement.

“Private Patient” means a patient of a public hospital who is not a public patient. A private patient elects to accept responsibility to pay for medical care and the provision of hospital services. Patients who are covered under Workers’ Compensation or Motor Vehicle Insurance Trust legislation or policies are deemed to be private patients for the purpose of this Agreement.

“Public Patient” means a patient in respect of whom a hospital or health service provides comprehensive care, including all necessary medical, nursing and diagnostic services and, if they are available at the hospital or health service, dental and paramedical services, by means of its own staff or by other agreed arrangements.

“Registrar” means a registered medical practitioner employed as a Registrar. A Registrar may be employed with or without the Part 1 Examination of an appropriate specialist qualification recognised by the AMC.

“Replaced Industrial Agreement” means the WA Health System – Medical Practitioners – AMA Industrial Agreement 2016.

“Resident Medical Officer” means a registered medical practitioner who is employed as a Resident Medical Officer in the second or subsequent years of relevant experience following graduation and who is not performing the duties of a Registrar.

“Senior Medical Practitioner” means a medical practitioner who does not have a recognised specialist qualification but practices without clinical supervision exclusively in a specialist area recognised by the AMC or such other area recognised by the Director General of Health as being a specialist area; and/or who clinically supervises other practitioners; and/or who has significant medical administration duties (50% as guide). Promotion to the position of Senior Medical Practitioner will be by appointment only.

“Senior Registrar” means a registered medical practitioner who is either appointed as a Senior Registrar, or a registrar who has obtained an appropriate specialist qualification recognised by the AMC or equivalent recognised by the Director General of Health.



“Supervised Medical Officer” means a registered non-specialist medical practitioner requiring clinical supervision by a Consultant / Specialist or Senior Medical Practitioner.

“System Manager” has the same meaning as defined in subsection 19(2) of the *Health Services Act 2016* (WA).

“Teaching Hospital” means a hospital declared to be a teaching hospital pursuant to the provisions of the *University Medical School, Teaching Hospitals Act 1955* (WA) as amended.

“Tertiary Hospital” means Royal Perth Hospital, Sir Charles Gairdner Hospital, Fiona Stanley Hospital, King Edward Memorial Hospital and Perth Children’s Hospital and any hospital declared to be a tertiary hospital.

“Trainee Medical Administrator” means a registered medical practitioner appointed to a recognised Medical Administration training position and enrolled in the Royal Australian College of Medical Administrators training program.

“Trainee Psychiatrist” means a Registrar or Senior Registrar appointed to a training position recognised by the Royal Australian and New Zealand College of Psychiatrists.

“Trainee Public Health Physician” means a registered medical practitioner appointed to the Department of Health’s Public Health Medicine training program or an advanced trainee of the Australasian Faculty of Public Health Medicine appointed to a position within public health services.

“Vocationally Registered General Practitioner” means a medical practitioner registered under section 3F of the *Health Insurance Act 1973* (Cth).

“WA Health System” has the same meaning as contained in section 19(1) of the *Health Services Act 2016* (WA).

## **PART 2 - DOCTORS IN TRAINING**

### **9. CONTRACT OF SERVICE**

- (1)
  - (a) Appointments will be as agreed in writing between the Employer and the practitioner and will normally be for 12 months.
  - (b) Interns will be appointed on a 3 year contract. Progression from Intern to Resident Medical Officer will occur upon successful completion of the internship and achieving general registration with the Australian Health Practitioner Regulation Agency. If the Intern does not satisfactorily complete their internship, the contract will lapse.
  - (c) Practitioners participating in accredited training programmes may be offered appointments for the period the training programme would be expected to take.
- (2) Practitioners will be appointed subject to a probationary period of six months. During the period of probation either the practitioner or the Employer may terminate the contract of employment by giving four weeks' notice or such lesser period as agreed. The probationary period will not apply to:
  - (a) Interns; or
  - (b) practitioners appointed for a consecutive term; or
  - (c) casual practitioners.

In the case of Interns, a performance review process will commence no later than six months after engagement to assist the Intern to satisfactorily progress.

- (3)
  - (a) Notwithstanding (1) above, all new appointments as Supervised Medical Officers will be on 5 year fixed term contracts unless there is written agreement to the contrary between the Employer and the practitioner.
  - (b) There will be no automatic right of reappointment upon expiry of a contract.
  - (c) A Supervised Medical Officer who, upon expiry of a fixed term contract, is unsuccessful in seeking a new contract will be paid a Contract Completion Payment equal to 10% of their final base salary, for each year of continuous service, or part thereof paid on a proportionate basis, calculated on completed months' of service up to a maximum of 5 years.  
  
No other termination, redundancy or severance payment will be made except as provided for in this Agreement.
  - (d) A Supervised Medical Officer with tenure will not be required to convert to a fixed term contract but may agree to do so. If unsuccessful in seeking reappointment at the end of that fixed term contract for reasons other than misconduct, he/she will be paid pro rata long service leave after 5 years of continuous service in addition to the amount specified in subclause 3(c).
  - (e) This subclause will not apply to Supervised Medical Officers who are in:
    - (i) a recognised medical college approved training programme; or
    - (ii) service positions that are not recognised training programmes designed to offer experience and/or training.
- (4)
  - (a) Any contract of employment including a fixed term contract may be terminated by either the Employer or the practitioner giving the following notice:
    - (i) For contracts where the term is 12 months or less - 4 weeks' notice.

- (ii) For contracts where the term is more than 12 months but equal to or less than 2 years - 6 weeks' notice.
  - (iii) For contracts of where the term is more than 2 years but equal to or less than 3 years - 8 weeks' notice.
  - (iv) For contracts where the term is more than 3 years - 12 weeks' notice.
- (b) In lieu of giving of the required notice the Employer may pay or the practitioner may forfeit, as the case may be, salary commensurate with the residual period of notice otherwise required. The Employer and the practitioner may agree to a lesser period of notice.
  - (c) Practitioners who have completed their probationary period will be subject to regular documented performance management and may only be terminated with notice by the Employer on the grounds of unsatisfactory service, misconduct or redundancy.
- (5) Notwithstanding the other provisions of this Clause, the Employer may, without prior notice, summarily dismiss a practitioner for serious misconduct.
  - (6) A practitioner who is dismissed may appeal to a Board of Reference if the application is made within one month of the operative date of the dismissal.
  - (7) A practitioner whose contract of employment expires or is terminated will be paid all monies due on the payday following the last day of employment.
  - (8)
    - (a) Practitioners may by agreement be seconded on the approval of, and after consultation between, the relevant employing authorities, to any Government recognised hospital or agency, provided that satisfactory recognised supervision and training arrangements are in place.
    - (b) Interns may be seconded in accordance with this subclause as appropriate to the practitioner's training.
  - (9) The Employer will advise practitioners no less than four weeks prior to the commencement of each year of the clinical rotations they will be required to complete, including the location. The Employer will, subject to operational requirements, accommodate a practitioner's clinical rotation preferences. These rotations will only be changed after consultation with the practitioner.
  - (10) Practitioners will be provided with a job description stating the relevant duties and responsibilities of the position including the general percentage for clinical responsibilities, teaching, non-clinical duties and supervision of any staff. "Non-clinical duties" means duties not directly associated with the diagnosis or management of patients.
  - (11) The Employer will notify the Association by February of each year the number of full-time practitioners and upon written request the total FTE of each classification prescribed in Table 1 of Schedule 1.

## **10. PART TIME PRACTITIONERS**

- (1) A part time practitioner is one who is engaged on the same basis as a full-time practitioner but for less than an average of full-time ordinary hours per week. A full time practitioner's written request to work on a part time basis will be appropriately considered and will not be unreasonably refused.
- (2) Practitioners may be employed on a part time basis at the classification of Resident

Medical Officer and above. An Intern will be employed on a full time basis. However, at the request of an Intern the Employer may approve employment on a part time basis.

- (3) If a practitioner is in a recognised training programme approved by the appropriate College for the purpose of obtaining a postgraduate qualification, part time employment will be subject to the College's training requirements.
- (4) A part time practitioner's minimum weekly hours will be specified in writing at the commencement of the employment and be worked in minimum continuous periods of three hours. A practitioner may work additional hours by agreement with the Employer.
- (5)
  - (a) A part time practitioner will be entitled to pro rata leave entitlements, other than for additional leave for on call, as prescribed in Clause 34 - Annual Leave, in the same ratio as the practitioner's ordinary hours bear to full time ordinary hours.
  - (b) If during a qualifying period the ordinary hours of a part time practitioner vary, the ordinary hours worked will be averaged over the qualifying period.
  - (c) A part time practitioner will be entitled to be paid public holidays in accordance with Clause 35 - Public Holidays if the public holiday occurs on a day on which the practitioner is normally rostered to work. If a part time practitioner is required to work on a public holiday the provisions of Clause 32 - Shift, Weekend and Public Holiday Penalties will apply.
- (6) The Employer will notify the Association by February each year of the number of part time positions and upon written request the total FTE of each classification prescribed in Table 1 of Schedule 1.

## **11. CASUAL PRACTITIONERS**

- (1) Casual practitioners will be engaged for minimum periods of three hours.
- (2) Interns will not be employed as casual practitioners and Resident Medical Officers will not normally be employed as casual practitioners.
- (3) Casual practitioners will be paid the hourly rate for their classification for each hour worked, plus 22% casual loading on and from 1 July 2022 and 25% on and from 1 July 2023. Penalty rates will be calculated exclusive of the casual loading.
- (4) A casual practitioner will not be entitled to receive paid leave entitlements other than bereavement leave as prescribed at subclause 39(2) when rostered, long service leave in accordance with this Agreement and family and domestic violence leave at clause 40(11).
- (5) The contract of employment of a casual practitioner may be terminated by the Employer or practitioner giving three hours' notice or payment or forfeiture, as the case may be, of three hours salary in lieu thereof.
- (6) The Employer will notify the Association in February each year the number of casual practitioners and upon written request the total FTE of each classification prescribed in Table 1 of Schedule 1 employed during the preceding calendar year.

## **12. SALARIES**

- (1) Full time practitioners will be paid the relevant annual salary prescribed in Schedule 1.
- (2) Classifications:  
Intern (previously cited level 1).

Resident Medical Officer Year 1 to Year 3 (previously cited levels 2 to 4).

Registrar Year 1 to Year 7 (previously cited levels 5 to 11).

Senior Registrar Year 1 to Year 2 (previously cited levels 12 to 13).

Supervised Medical Officer Year 1 to Year 9 (previously cited levels 5 to 13).

Trainee Medical Administrator Year 1 to Year 7 (previously cited levels 6 to 12).

Trainee Psychiatrist Year 1 to Year 7 (previously cited levels 7 to 13).

Trainee Public Health Physician Year 1 to Year 7 (previously cited levels 6 to 12).

- (3) (a) Practitioners will be placed within the relevant classification range according to years of relevant experience.
- (b) A practitioner will progress through the applicable salary range by annual increments on their anniversary date of appointment to their classification subject to satisfactory performance.
- (c) Subject to the provisions of this Agreement, a practitioner will be employed in accordance with the level of work performed.
- (4) (a) A Trainee Psychiatrist undertaking the first year of advanced training will be paid as a Trainee Psychiatrist Year 6 and a Trainee Psychiatrist undertaking the second year of advanced training will be paid as a Trainee Psychiatrist Year 7.
- (b) A practitioner who has received a specialist qualification in another clinical discipline, or is undertaking a dual fellowship, will continue to progress automatically by annual increments, to a maximum of the classification of Senior Registrar, Year 2, for the period of their training.
- (c) Registrars will proceed to the classification of Senior Registrar Year 1 from the date of recognition by the relevant College of having satisfied all the requirements for admission to Fellowship of the College.
- (5) Salaries will be paid pro rata fortnightly.
- (6) The weekly base salary rate of a practitioner will be calculated by dividing the annual salary rate by 52.1666.
- (7) (a) Practitioners will receive the following annual Professional Development Allowance payable pro rata fortnightly from the first pay period on or after the dates specified.

	On and from 01-Oct-2020	On and from 1 July 2022	3% on and from 1 July 2023
Intern	\$5,776	\$5,810	\$5,984
Resident Medical Officer	\$5,776	\$5,810	\$5,984
Registrar	\$10,107	\$10,167	\$10,472
Senior Registrar	\$14,439	\$14,524	\$14,960
Supervised Medical Officer	\$10,107	\$10,167	\$10,472
Trainee Medical Administrator	\$10,107	\$10,167	\$10,472
Trainee Psychiatrist	\$10,107	\$10,167	\$10,472
Trainee Public Health Physician	\$10,107	\$10,167	\$10,472

- (b) The Professional Development Allowance is payable during periods of paid leave but is not counted as salary for any other purpose of this Agreement.

- (c) The adjustments in the rates reflect increases in line with general percentage salary increases.

### **13. SECONDMENT ARRANGEMENTS - WA COUNTRY HEALTH SERVICE**

- (1) Subject to written agreement a practitioner may be seconded to a facility controlled by the WA Country Health Service. The practitioner will be provided with furnished accommodation whilst on secondment. If this is unable to be provided, the Employer will either meet the cost of such accommodation or reimburse the practitioner, on a fortnightly basis, the reasonable cost of such accommodation on the presentation of receipts. Where feasible the accommodation provided will be single occupancy. The Employer will provide family occupancy where appropriate to the practitioner's circumstances, subject to exceptional circumstances.
- (2) A practitioner on secondment will be provided with transport to:
  - (a) travel to the facility to which the practitioner is seconded;
  - (b) return from the facility at the end of the secondment;
  - (c) enable additional travel during the term of the secondment where the practitioner is directed to return to Perth for approved training purposes;
  - (d) practitioners seconded to a location north of the 26° parallel or Kalgoorlie will be provided with return air travel to and from the place of secondment to Perth at the conclusion of each three month period in any rotation greater than three months;or where agreed, be reimbursed reasonable expenses for such travel.
- (3) For the purposes of this clause "secondment" means the temporary deployment of a practitioner from a facility controlled by the Employer to a WA Country Health Service facility.
- (4) The terms under which a practitioner is seconded will be agreed in writing prior to commencement of the secondment. Such terms will ordinarily include the same general terms and conditions as are prescribed for other practitioners employed in that facility for a similar period.
- (5) Specific provisions relating to practitioners employed by the WA Country Health Service are at Schedules 2 and 3.

### **14. SECONDMENT ARRANGEMENTS - NON-PUBLIC SECTOR TRAINING**

- (1) The Employer may with agreement of the practitioner second a practitioner to work in a non-government hospital where there is an enabling agreement between the Employer and the non-government hospital.
- (2) Any such agreement will provide for satisfactory supervision, support and training arrangements under equivalent terms to those which generally apply in the Employer's hospitals.
- (3) The Employer will not initiate any such secondments without first consulting with the Association.
- (4) The Employer and the Association may agree in writing to terms and conditions of employment to be implemented in substitution of those specified in this Agreement for the purposes of facilitating secondments for training purposes.
- (5) Where a practitioner remains an employee during a secondment, the secondment will

be recognised as continuous service for all purposes of this Agreement.

## **15. HOURS OF DUTY**

- (1) A full-time practitioner's ordinary hours of duty will be an average of 40 hours per week to be rostered in accordance with Clause 16 – Rosters.
- (2) Practitioners' hours of duty will be allocated and worked having regard for training and occupational safety and health considerations.
- (3) The following minimum time off duty will be provided:
  - (a) Eight days free from ordinary hours of duty in each 28 day cycle which where practicable will include at least four days free from all duty (including on call).
  - (b) At least two consecutive days off all duty (including on call) in each 28 day cycle will be provided and will not be preceded by a night shift unless the practitioner is rostered to work on evening or night shift on the day immediately following those rostered days off.
  - (c) Forty eight consecutive hours free from all duty (including on call) after not more than 12 days' work.
  - (d) Twelve evenings off, Monday to Friday inclusive between the hours of 6pm and 8am, in each 28 day cycle provided that the Association and the Employer may agree in writing designated positions be exempted from the provisions of this subclause.
  - (e) Where practicable every second weekend (on average – excluding periods of leave) free from all duty (including on call).
- (4)
  - (a) Rosters will provide for at least an 8 hour break between periods of rostered duty. Where practicable the break will be not less than 10 hours.
  - (b) If a practitioner is required to resume rostered duty before having eight consecutive hours free from all duty (including recall requiring attendance at the workplace) the subsequent hours worked will attract a 50% loading until the practitioner is released from duty for eight consecutive hours without affecting other entitlements under this Agreement.
  - (c) The rostered hours of work of a practitioner will not exceed 75 hours in any period of seven consecutive days and not more than 140 hours in any period of 14 consecutive days.
- (5)
  - (a) Practitioners will not normally be rostered to work more than four consecutive nights. Provided that a practitioner may be rostered to work a maximum of five consecutive nights if the total number of rostered hours do not exceed fifty. If five consecutive nights are worked a practitioner will where practicable, be given the following two days free from all duty.
  - (b) Subject to subclauses (d) and (e), practitioners will not be rostered for duty for more than 15 consecutive hours, inclusive of rest breaks.
  - (c) Practitioners will be rostered for duty for minimum periods of three hours.
  - (d) Practitioners commencing duty after 12 noon will not be rostered for more than 12 consecutive hours inclusive of rest breaks.
  - (e) By written agreement with the Association, practitioners may, having regard for other shifts applying to the practitioners concerned, be rostered for up to thirteen

- (13) consecutive hours for a shift commencing after 12 noon.
- (6) A practitioner will be entitled to a paid rest break of thirty minutes within each rostered period of duty. If a period of duty exceeds 10 hours, the practitioner will be entitled to a second paid rest break of thirty minutes.
- (7) (a) The Employer will meet its obligations under the *Work Health and Safety Act 2020* (WA).
- (b) The Employer will take reasonable steps to ensure practitioners are informed of and empowered to exercise their rights under the *Work Health and Safety Act 2020* (WA).
- (c) Practitioners will meet their obligations under the *Work Health and Safety Act 2020* (WA).
- (8) Practitioners shall, where appropriate, be provided with adequate accommodation and other appropriate facilities.
- (9) Where due to work commitments, a practitioner is too tired to drive home safely, the practitioner will be reimbursed reasonable expenses to travel home and to return to work to retrieve their car.
- (10) Notwithstanding any other provision of this Agreement, the Employer, the Association and the affected practitioners may agree to alternative arrangements for regulating hours of work.

## **16. ROSTERS**

- (1) Rostered hours will take account of all clinical and non-clinical duties regularly required to be worked. "Non-clinical duties" means duties not directly associated with the diagnosis or management of patients and will include attendance at relevant mandatory training.
- (2) Practitioners' hours of duty will be worked according to a roster which will operate over either a 14 day or 28 day cycle, which are to be aligned to either one or two consecutive pay period(s).
- (3) Practitioners will not be rostered to work split shifts.
- (4) The roster or rosters will set out the practitioners' times of commencing and ending each period of duty including, where practicable, the starting and ending times of the applicable rest breaks for a period of not less than 28 consecutive days. Rosters will be provided to or made readily accessible to the practitioners to whom the roster applies at least 14 days prior to their commencement. Where possible, rosters will be published 21 days prior to their commencement.
- (5) Except in cases of emergency or if the practitioner concerned so agrees, rosters will not be amended during their currency. By agreement amongst themselves and if appropriate clinically, practitioners may replace one another for periods of rostered duty if the practitioners receive approval from the appropriate Head of Department or nominee which will not be unreasonably refused.
- (6) No Intern will be required to work in a position not accredited by the Postgraduate Medical Council WA.
- (7) (a) The Employer, the Association and the practitioners concerned may agree in writing to a roster that does not conform with this clause and Clause 15 – Hours of Duty.



- (b) The Employer, the Association and the practitioners concerned may agree in writing to special arrangements, should the practitioner need to remain on call or to work during off duty periods specified in the preceding subclauses in order to gain sufficient postgraduate medical training and experience to meet the requirements for a higher qualification.
- (8) Practitioners who are rostered to work, or subject to recalls, overnight which require them to decide whether it is safe to return home, will where practicable be provided with access to sleeping and shower facilities.

## **17. PAYMENT FOR OVERTIME**

- (1) Un-rostered overtime will be authorised. Authorisation will not be unreasonably refused. Where authorisation is refused, the reasons will be explained to the practitioner and if the practitioner requests reasons in writing, reasons will be provided in writing.
- (2) Paid hours in any two week pay cycle in excess of 80 hours will be paid at the rate of 150% of the practitioner's base ordinary rate of pay.
- (3) Paid hours in any two week pay cycle in excess of 120 hours will be paid at the rate of 200% of the practitioner's base ordinary rate of pay.
- (4) A part-time practitioner who having commenced a rostered shift is explicitly directed to work additional hours such that the length of the shift is extended, will be paid at overtime rates for the additional period.
- (5) In lieu of payment for overtime, the Employer and a practitioner may agree in writing that the practitioner be allowed time off proportional to the payment to which the practitioner is entitled, to be taken at a time convenient to the Employer.
- (6) For the purposes of this Clause "paid hours" excludes hours paid pursuant to Clause 33 - On Call and Recall.
- (7) In accordance with subclause 34(2)(b), annual leave credits will not be applied to any period of rostered overtime.

## **18. PROFESSIONAL DEVELOPMENT LEAVE**

- (1) The Employer recognises its obligations to provide high quality training and will ensure appropriate mechanisms operate to monitor practitioners' satisfaction with the quality of training and address legitimate concerns.
- (2) Upon application, practitioners will be entitled to take 4 days leave with pay in order to attend examinations within Australia or New Zealand, or elsewhere if appropriate, for higher qualifications which have been approved by the Employer. A practitioner will, upon application, be provided with three clear days free from any rostered duty immediately prior to an examination. Applications for leave and rostered time off under this subclause will not be unreasonably refused. If refused, the reasons for refusal will be explained to the practitioner and provided in writing if requested.
- (3) Non-Accruing Professional Development Leave
  - (a) Upon application a practitioner will be entitled to take 2 weeks paid study / professional development leave each calendar year. Such leave will be inclusive of any leave taken under subclause (2) above and may be used:
    - (i) to attend work / study related courses or conferences or related to obtaining or maintaining higher medical qualifications. In the case of Interns, such activities need to be compatible with their intern training /

supervision requirements. The course or conference may be approved, by the Employer, in relation to its educational value; or

- (ii) to prepare for examinations being sat within six months of the leave being taken or to study for modules towards higher medical qualifications; or
  - (iii) to undertake clinically significant research associated with obtaining or maintaining higher medical qualifications with the approval of the Employer in relation to its educational value.
- (b) Non-accruing professional development leave cannot be converted into a cash entitlement other than where the Employer has refused an application which meets the requirements for leave being granted under this clause and the practitioner is unreasonably denied the opportunity of taking the leave prior to concluding their employment.
- (c) In exceptional circumstances, after the Employer has used its best endeavours to grant such leave, an application may be declined due to operational requirements and provided in writing if requested. If this occurs the leave will accrue.
- (4) **Accruing Professional Development Leave**
- (a) A practitioner accrues one week of additional leave per annum. The entitlement accrues pro rata weekly.
  - (b) A practitioner may be granted leave in advance, but if the practitioner ceases employment before the end of the qualifying period the value of any such leave taken in advance at the time of the effective date of termination may be offset against any other payments due to the practitioner.
  - (c) If a practitioner resigns or is terminated by the Employer through no fault of the practitioner, and is engaged as a Doctor in Training by another Employer, and the commencement date of employment with the new Employer does not exceed one week the Accruing Professional Development Leave will be transferred to the new Employer.
- (5) Where a practitioner has been granted professional development leave, it will be deducted from their non-accruing professional development leave in the first instance.
- (6) Applications for professional development leave shall, in the absence of any agreement to the contrary, be made to the Employer at least two months prior to the commencement of the leave. The Employer will notify the practitioner whether the application has been approved in writing within 4 weeks of receiving the application.
- (7) Special leave with or without pay for additional study leave, conferences or other purposes, including interstate or overseas professional development, may be granted to doctors in training for periods of up to 12 months or more at the discretion of the Employer. If refused, the reasons for refusal will be explained to the practitioner and provided in writing if requested.
- (8) The balance of Professional Development Leave accrued prior to the commencement of this Agreement will be carried forward from Employer to Employer.
- (9) Professional Development Leave will be paid at the rate of pay applicable at the time the leave is taken.
- (10) Professional Development Leave can be accessed in single days. Where Professional Development Leave is accessed in singular days, this will be debited as 8 hours unless

the practitioner was rostered to work other than 8 hours in which case the practitioner will be debited the hours that they would have been rostered for that day.

## **19. HIGHER DUTIES**

A practitioner who is directed by the Employer to act in a higher classified position and who performs the full duties and accepts the full responsibility of the higher classified position for more than ten consecutive working days will be paid the higher salary rate whilst so engaged as if the practitioner were permanently appointed to the higher classified position.

## **PART 3 - SENIOR PRACTITIONERS**

### **20. CONTRACT OF SERVICE**

#### **(1) Permanency and Reform Working Group**

(a) WA Health is committed to providing permanent employment for senior practitioners.

(b) Within one month of registration of the Agreement, the System Manager will establish a Working Group with the Association. Within 12 months, the Working Group will finalise an agreed framework, which will identify:

(i) a mechanism to implement permanent employment arrangements for senior practitioners, which will be implemented without delay as soon as the agreed framework is finalised and approved by Government; and

(ii) workforce reform initiatives which maximise efficiencies and improve service delivery of public health care in Western Australia, which will be considered over the life of the Agreement

(c) The System Manager will provide ongoing oversight throughout the life of this Agreement to ensure implementation of Working Group outcomes remain consistent with the intent to provide permanent employment for senior practitioners.

(d) Transitional provisions, as agreed between the parties, will be required to support the implementation of outcomes from the Working Group. The parties agree:

(i) transitional provisions will supersede industrial agreement subclauses including but not limited to:

(A) subclause 20(6) regarding contract renewal.

(B) subclause 20(8) regarding Contract Completion Payment.

(ii) to the inclusion of permissible reasons for fixed term contracts.

(2) (a) All appointments will be on 5 year contracts unless there is written agreement to the contrary between the Employer and practitioner.

(b) Contracts to meet Short Term Exigencies

(i) The Employer may employ a practitioner on a short term contract of up to 6 months to meet short term exigencies. In such cases the practitioner will not be entitled to accrue or receive paid leave benefits other than long service leave and bereavement leave as prescribed in subclause 39(2) (including leave for public holidays), but will instead be paid a loading of 25% on the base salary prescribed for their relevant

classification in Schedule 1 – Table 3 – Senior Practitioners – Arrangement B Salary.

- (ii) Penalty rates will be calculated exclusive of the 25% loading.
  - (iii) The rate of pay applicable for leave accrued prior to, and taken during, a short term exigency contract will be calculated exclusive of the 25% loading.
  - (iv) Employment pursuant to short term exigency contracts will not be recognised as service for the purposes of calculating paid leave entitlements other than long service leave pursuant to Clause 38 – Long Service Leave and parental leave pursuant to Clause 43 – Parental Leave.
- (3) (a) Each practitioner will be appointed for a probationary period of six months. During the probationary period either the Employer or the practitioner may give four weeks' notice of termination or resignation of employment or such lesser period as agreed. The probationary period will not apply if the practitioner is appointed for a consecutive term.
- (b) Following completion of the probationary period, practitioners will be subject to regular performance management and may only be terminated with notice by the Employer on the grounds of substandard performance, misconduct or redundancy.
- (4) Practitioners will be provided with a job description stating the relevant duties and responsibilities of the position. As a guide, 80% of a practitioner's duties will be allocated to clinical duties (including teaching) and 20% of a practitioner's duties will be allocated for non-clinical duties. "Non-clinical duties" means duties not directly associated with the diagnosis or management of a particular patient. They may include administration, attendance at departmental meetings, formal teaching sessions, audit or other quality assurance activities.
- (5) The WA health system recognises the importance of a culture of accountability and will not use contracts as a mechanism to manage a practitioner's conduct or performance.
- (6) Where a practitioner is employed on a 5 year contract, the Employer will offer the practitioner a subsequent 5 year contract unless the practitioner is advised in writing no less than 12 months prior to the expiry of the practitioner's contract that it will not be renewed. The written advice will include reasons for the decision.
- (7) The Employer will notify the System Manager of each instance of non-renewal which occurs under subclause 20(6), including reasons for the decision.
- (8) A practitioner who, upon expiry of a fixed term contract, is unsuccessful in seeking a new contract will be paid a Contract Completion Payment equal to 10% of their final base salary prescribed for their relevant classification in Schedule 1 – Table 3 – Senior Practitioners – Arrangement B Salary, for each year of continuous service, or part thereof paid on a proportionate basis, calculated on completed months' of service up to a maximum of 5 years. No other termination, redundancy or severance payment will be made except as provided for in this Agreement.
- (9) A practitioner with permanent tenure will not be required to convert to a fixed term contract but may agree to do so. Such an agreement must be in writing specifically agreeing to the change and include a declaration by the practitioner that he/she fully understands the implications of foregoing permanency.
- (10) Subject to subclause (3) any contract of employment including a fixed term contract

may be terminated by either the Employer or the practitioner giving not less than 3 months' notice.

- (11) In lieu of the giving of the required notice the Employer may pay, or the practitioner may forfeit, as the case may be, salary commensurate with the residual period of notice otherwise required. The Employer and the practitioner may agree to a lesser period of notice.
- (12) Notwithstanding the other provisions of this clause, the Employer may, without prior notice, dismiss a practitioner for serious misconduct.
- (13) A practitioner who is dismissed may appeal to a Board of Reference if the application is made within one month of the operative date of the dismissal.
- (14) A practitioner whose contract of employment expires or is terminated will be paid all monies due on the payday following the last day of employment.
- (15) Head of Department Appointments

- (a) A Senior Practitioner other than a Radiologist may, from time to time, be concurrently appointed as a Head of Department for a term not exceeding the term of the practitioner's appointment as a senior practitioner. There will be no automatic right of reappointment as a Head of Department after the end of a term of appointment. If employment as a senior practitioner ends, employment as a Head of Department automatically ends. If employment as a Head of Department ends, employment as a senior practitioner does not automatically end.

- (b) A Head of Department will be remunerated by way of an annual Head of Department Allowance, payable pro rata fortnightly with salary, which continues to be paid during periods of ordinary paid leave but is not counted as part of base salary for the purposes of this Agreement.

- (c) The duties of the Head of Department will be as set out, from time to time, in a job description which will include the criteria upon which the performance of the Head of Department will be evaluated.

- (d) The terms of appointment of a Head of Department will delineate the average number of sessions per week in the case of sessional practitioners, or number of hours per week, in the case of full-time and part-time practitioners, allocated to the undertaking of the duties of Head of Department.

- (e) An appointment as Head of Department may, at the discretion of either party, be terminated by either the Employer or the Head of Department giving to the other 1 months' notice or in lieu of the giving of the notice, the payment or the forfeiture of payment, as the case may be, of the Head of Department Allowance for that period.

- (f) Head of Department Annual Allowance Calculation

Number of staff under direct supervision and control	On and from 01-Oct-2020	On and from 1 July 2022	3% on and from 1 July 2023
1-4	\$9,300	\$9,355	\$9,636
5-9	\$16,532	\$16,630	\$17,129
10-20	\$30,475	\$30,655	\$31,575
Over 20	\$49,074	\$49,364	\$50,845

or such other amount agreed in writing between the Employer and the Head of Department.

- (g) A practitioner who is directed by the Employer to act as Head of Department and who performs the full duties and has the full responsibility of the role for more than ten consecutive working days, will be paid the Head of Department Allowance whilst so acting.
  - (h) For the purpose of subclause (f), "No. of staff under direct supervision and control" will mean:
    - (i) senior practitioners reporting to, and directly performance managed by, the Head of Department;
    - (ii) doctors in training reporting to, and directly performance managed by, the Head of Department provided that where doctors in training rotate through the Department the count will be the number of doctors in training at the time of calculating the allowance;
    - (iii) chief technical staff reporting to, and directly performance managed by, the Head of Department; and
    - (iv) other staff, reporting directly to, and performance managed by the Head of Department;
  - (i) For the purpose of this subclause, "Department" means a clinical specialty or sub-specialty organisation unit of a Hospital however titled.
- (16) Where a sub-specialty Unit or sub-department (however titled) of a Department is established and a Head of Unit (however titled) is appointed pursuant to this subclause, a Head of Department Allowance will be paid to the Head of Unit. Staff under the direct supervision and control of a Head of Unit who is paid an allowance are not counted for the purposes of calculating the allowance payable to the Head of Department to whom the Head of Unit is accountable.
- (17) The Employer will notify the Association by February of each year, the number of full-time practitioners and upon written request, the total FTE of each classification prescribed in Tables 2 and 3 of Schedule 1.
- (18) Specific provisions relating to practitioners employed by the:
- (a) WA Country Health Service are at Schedules 2 and 3; and
  - (b) Director General of Department of Health are at Schedule 4.

## **21. MOBILITY**

- (1) The Employer, with the exception of WACHS, may, following consultation with the practitioners affected, require a practitioner to deploy from one site to another site with the Employer, and/or work across more than one site within that practitioner's Employer, on either a continuing or ad hoc basis.
- (2) In respect of any consultation about the deployment of practitioners pursuant to subclause (1) the needs of the Employer and the practitioner should be appropriately balanced, taking into account:
  - (a) The role of practitioners as clinical leaders in facilitating excellence.
  - (b) The importance of teamwork in maximising morale, commitment and efficiency.

- (c) The need to strive to improve flexibility and standards of care across the health system.
  - (d) The availability of viable alternatives.
  - (e) The needs and potential effects on existing services.
  - (f) The needs and effects on the practitioner and their colleagues including:
    - (i) their expertise and professional interests,
    - (ii) the role of the practitioner and the effect on teaching, research and other practitioners,
    - (iii) their family and carer responsibilities, and
    - (iv) such other issues as are relevant in the circumstances.
  - (g) The primacy of service delivery obligations.
- (3) Temporary Deployment
- Practitioners may at the discretion of the Employer be deployed with reasonable notice on a temporary basis, for periods of up to 3 months on each occasion, to work at other Employers with the exception of WACHS. A practitioner so deployed will be entitled to payment of the prescribed travelling allowance for any additional distance reasonably required to be travelled by the practitioner using their own means.
- (4) If a dispute arises in relation to the application of this Clause, the provisions of Clause 59 - Dispute Settlement Procedures, may be invoked. In accordance with subclause 59(5), the status quo that existed prior to the dispute arising will remain in place while such procedures are followed.
- (5) Specific provisions relating to practitioners employed by the WA Country Health Service are at Schedules 2 and 3.

## **22. HOURS**

- (1) Practitioners are engaged on a no-fixed hours basis consistent with professional practice and are rostered accordingly.
- (2)
  - (a) The ordinary full time professional commitment is an average of 40 hours per week and will be rostered in accordance with health service needs and may be rostered over less than five days per week.
  - (b) The expected commitment to clinical service and teaching will be 80% of the professional commitment.
  - (c) Rostered on call and recall commitments are not included in the ordinary professional commitment.

## **23. SESSIONAL PRACTITIONERS**

- (1) Sessional practitioners are part-time practitioners appointed for a specified number of sessions per week and are rostered accordingly.
- (2)
  - (a) One session is equal to one tenth of a full-time professional commitment and can be a continuous working period or be made up of any combination of part sessions.
  - (b) Sessions will usually be worked on Monday to Friday between 8:00am and 6:00pm, but subject to the convenience of the practitioner and with the approval

of the Employer, a session or part of a session may be worked outside these hours without shift or weekend penalties applying. However, if a sessional practitioner is rostered to work sessions outside of those specified in this subclause, the shift or weekend penalties prescribed in Clause 32 – Shift Weekend and Public Holiday Penalties, will apply.

- (3) The Employer will not vary the number of sessions a practitioner is contracted to perform without the written agreement of the practitioner.
- (4) A practitioner will not be engaged for a total of more than 5 sessions per week across any of the Employers in the WA Health System without the prior approval of the relevant Chief Executive of the Employers.
- (5) A sessional practitioner shall, unless otherwise indicated, receive on a pro rata basis the same pay and conditions as a full time practitioner.
- (6)
  - (a) The base sessional rate is derived by dividing the prescribed annual salary by 52.1666 and dividing the product by 10.
  - (b) The base sessional rate paid to a sessional practitioner is derived from the:
    - (i) Arrangement A Salary for practitioners who exercise private practice rights under Arrangement A; or
    - (ii) Arrangement B Salary for practitioners who exercise private practice rights under Arrangement B.
- (7) Private Practice Cost Allowance
  - (a) If a sessional practitioner has demonstrated the incurrence of private practice costs outside the hospital, the practitioner will be paid a Private Practice Cost Allowance on each session, up to and including 5 sessions across the WA Health System. The prescribed allowance is payable from the first pay period on or after the specified date:

On and from 1-Oct-2020	On and from 1-July-2022	3% on and from 1-July-2023
\$110.77	\$111.42	\$114.77
  - (b) The adjustments in the rates reflect increases in line with general percentage salary increases.
  - (c) A sessional practitioner must demonstrate the incurrence of private practice costs annually.
  - (d) A sessional practitioner who does not qualify for the Private Practice Cost Allowance will be paid an allowance of 16% of the applicable sessional Base Salary rate unless the sessional practitioner is under Arrangement A.
  - (e) No Private Practice Cost Allowance is payable for sessions worked in excess of 5 per week provided that a sessional practitioner who was, immediately prior to the date of commencement of the Replaced Industrial Agreement, engaged for more than five (5) sessions per week across the WA Health System and was paid the allowance will continue to be paid the allowance on all sessions.
  - (f) No Private Practice Cost Allowance is payable for sessions which attract any shift or weekend penalty payment specified in this Agreement.
- (8) Leave Entitlements



- (a) A sessional practitioner will be entitled to pro rata leave entitlements in the same ratio as the number of sessions allocated bears to 10. If during any qualifying period the number of sessions allocated to a sessional practitioner varies, the number will be averaged over the qualifying period.
  - (b) A sessional practitioner will be entitled to paid public holidays in accordance with Clause 35 – Public Holidays if the public holidays occur on a day on which a session is normally worked. If a sessional practitioner is required to work on a public holiday the provisions of Clause 32 – Shift, Weekend and Public Holiday Penalties subclause (5) will apply.
- (9) Subject to Clause 27 - Private Practice Generally, sessional practitioners will exercise rights of private practice under Arrangement A or Arrangement B under the same terms as full-time or part-time practitioners.
- (10) Professional Development Allowance  
A sessional practitioner under Arrangement B will be entitled to be paid the annual Professional Development Allowance prescribed in subclause (30)(6)(a).
- (11) The Employer will notify the Association by February of each year, the number of sessional practitioners and upon written request, the total FTE of each classification prescribed in Tables 2 and 3 of Schedule 1.

**24. RADIOLOGISTS**

- (1) (a) Radiologists will be remunerated by a combination of salary and piece rates as prescribed hereunder and will undertake all radiological services to patients referred to them in tertiary hospitals or where the Employer determines with the agreement of the practitioners concerned also from any combination of other public hospitals.
  - (b) Subject to this clause, Radiologists will exercise rights of private practice under the same terms and conditions as other consultants under Arrangement A.
- (2) Definitions
- (a) “Radiological Service” means a radiological item of service as described in the Schedule to the *Health Insurance Act 1973* (Cth).
  - (b) “Baseline Earnings Pool” means the amount of money available for distribution each financial year to radiologists for 50% of all radiological services undertaken within the hospital
  - (c) “Piece rate” means the monetary value attributed to a radiological service for the purposes of the piece rate remuneration provisions of this subclause.
  - (d) “Session” means one tenth of a full-time professional commitment.
- (3) Monetary value of piece rate is payable from the first pay period on or after the specified date:

On and from 1-Oct-2020	On and from 1-July-2022	3% on and from 1-July-2023
\$53.30	\$53.61	\$55.22

The adjustments in the rates reflect increases in line the general percentage salary adjustments.

(4) Weighting of radiological services

The Employer and the Association may from time to time agree in writing on a weighting to be given to particular items of radiological service such that those items are counted as more than one item of radiological service for the purposes of both piece rate remuneration provisions of this subclause.

(5) Value of baseline earnings pool

(a) The value of the baseline earnings pool is calculated each financial year by multiplying 50% of the number of radiological services undertaken in the hospital during the 12 month period from 1 July 2021 to 30 June 2022 by the specified piece rate.

(b) Where the piece rate changes during the course of a particular financial year the respective amounts will be applied pro-rata to determine the value of the baseline earnings pool for that financial year.

(6) Remuneration by way of salary and allowances

(a) A Radiologist will be paid at the applicable Arrangement B Salary, for 50% of the number of sessions for which the Radiologist is engaged. These payments are for 50% of all radiological services undertaken within the hospital.

(b) A Radiologist who is under Arrangement A will be paid the following allowance per session, for the total number of sessions for which the Radiologist is engaged.

On and from 1-Oct-2020	On and from 1-July-2022	On and from 1-July-2023
\$210.60 per session	\$210.60 per session	\$216.91 per session

(c) A Radiologist will be paid pro rata the Professional Development Allowance prescribed at subclause 30(6)(a) for the total number of sessions for which the Radiologist is engaged.

(d) Private Practice Cost Allowance

(i) If a part-time Radiologist has demonstrated the incurrence of private practice costs outside the hospital, the practitioner will be paid a Private Practice Cost Allowance on each session, up to and including 5 sessions across the WA Health System. The prescribed allowance is payable from the first pay period on or after the specified date.

On and from 1-Oct-2020	On and from 1-July-2022	3% on and from 1-July-2023
\$110.77	\$111.42	\$114.77

(ii) The allowance is increased in line with the general percentage salary adjustments.

(iii) A Radiologist must demonstrate the incurrence of private practice costs annually.

(iv) No private practice cost allowance is payable for sessions which attract any shift or weekend penalty payment specified in this Agreement.

(7) Remuneration by way of piece rate

- (a) Radiologists will be paid piece rates from the baseline earnings pool for 50% of the radiological services undertaken within the hospital.
  - (b) The Employer will pay each month one twelfth of the value of the baseline earnings pool into an account administered by a private accounting service appointed, subject to the Employer's agreement, by the Radiologists employed at the hospital pursuant to this subclause. The cost of the private accounting service will be borne by the Radiologists.
  - (c) The private accounting service will act as agent for the Employer in:
    - (i) Distributing the monthly payments to the Radiologists in whatever proportion is agreed between the Employer and the Radiologists. In the absence of any such agreement the disbursement will be in the same proportion as the number of sessions each Radiologist works during that month bears to the sum of all the sessions for which Radiologists worked within the hospital during that month.
    - (ii) Withholding the relevant taxation from the distributed payments in accordance with Australian Taxation Office requirements.
  - (d) If the Employer and the Radiologists do not agree on the appointment or reappointment of a private accounting service the monthly payments will be paid directly by the Employer and the associated accounting costs will be borne by the Employer.
- (8) Additional piece rate remuneration if actual activity in any financial year exceeds certain limits.
- (a) As soon as reasonably practicable after the end of each financial year the Employer will calculate what the value of the baseline earnings pool would have been if it had been calculated on the basis of actual radiological service activity during that financial year.
  - (b) If the value derived under (a) above is greater than the previously established value of the baseline earnings pool, the Employer will top up the baseline earnings pool for that financial year by the difference between the two amounts.
  - (c) This provision does not apply if the actual number of radiological services undertaken during a financial year falls below 90% of the number of radiological services undertaken in the hospital during the 12 month period from 1 July 2021 to 30 June 2022.
- (9) Minimum staffing levels
- The number of sessions for which radiologists are employed to provide radiological services each financial year will be determined in each tertiary hospital by dividing the number of radiological services undertaken in the previous financial year by one thousand.
- (10) Head of Department Allowance
- (a) A Head of the Department of Radiology will be paid for two additional sessions at the Arrangement B Salary rate.
  - (b) A Deputy Head of the Department of Radiology, if appointed, will be paid for one additional session per week at the Arrangement B Salary rate.
  - (c) Notwithstanding (a) and (b) above, the total number of sessions for which payment is made will not exceed ten sessions per week in any circumstances.

- (d) The allowances may be reduced by agreement between the Association and the Employer.
- (11) For the purpose of superannuation contributions made by the Employer, the salary of a Radiologist will be calculated as if the Radiologist was paid at the salary rates prescribed for all the sessions worked.
- (12) Notwithstanding any other provision of this Agreement, a Radiologist may elect to be engaged under a full time contract of employment that provides for salary rates as prescribed in Schedule 1 - Table 2 – Senior Practitioners – Arrangement A Salary. A Radiologist so engaged will not be entitled to any piece rate payments and the work undertaken by the Radiologist will not be counted for such purposes.
- (13) Notwithstanding this subclause, the Employer and the Association may agree in writing to other arrangements for payment for radiological services.

## **25. PART TIME PRACTITIONERS**

- (1) Part time practitioners are to be engaged for no less than 0.8 full time equivalent, except for a Radiologist, who for the purposes of part time employment can only be engaged for 0.8 full time equivalent.
- (2) A part time practitioner will, unless otherwise indicated, receive on a pro rata basis equivalent pay and conditions to those of an equivalent full time practitioner.
- (3) The Employer will notify the Association by February of each year, the number of part time practitioners and upon written request, the total FTE of each classification prescribed in Tables 2 and 3 of Schedule 1.

## **26. SALARIES**

- (1) Full time practitioners will be paid the relevant annual salary prescribed in Schedule 1.
- (2) Classifications:
  - Health Service Medical Practitioner Year 1 to Year 3 (previously cited levels 14 to 16).
  - Vocationally Registered General Practitioner Year 1 to Year 5 (previously cited levels 14 to 18).
  - Medical Administrator Year 1 to Year 9 (previously cited levels 16 to 24).
  - Non Specialist Qualified Medical Administrator Year 1 to Year 5 (previously cited levels 14 to 18).
  - Senior Medical Practitioner Year 1 to Year 3 (previously cited levels 16 to 18).
  - Consultant Year 1 to Year 9 (previously cited levels 16 to 24).
- (3)
  - (a) Practitioners will be placed within the relevant classification range according to years of relevant experience. For the purposes of this clause “relevant” will include post Fellowship training in Australia or equivalent recognised by the Employer.
  - (b) A practitioner will progress through the applicable salary range by annual increments on their anniversary date subject to satisfactory performance.
- (4)
  - (a) A Consultant will be appointed within the prescribed range Consultant Year 1 to Year 9 on the basis of years of experience gained in recognised specialist positions in Western Australia or elsewhere recognised by the Employer.
  - (b) A Vocationally Registered General Practitioner who ceases to maintain

Vocationally Registered Status under the *Health Insurance Act 1973* (Cth) will thereafter be classified as a Health Service Medical Practitioner or Senior Medical Practitioner as appropriate.

(5) Deferred Salary Scheme for 12 Months

Practitioners will have access to the 4/5 pay option whereby they work for four years at 80% pay and then take one year off at 80% pay in accordance with the relevant WA Health System policy framework and the following:

- (a) By written agreement between the Employer and practitioner, a practitioner may be paid 80% of their normal pay under this Agreement and or any replacement agreement over a 5 year period. The fifth year will then be taken as leave with pay with the accrued pay annualised over the year. The fifth year will be treated as continuous service. The taking of the leave may not be deferred unless the Employer agrees.
  - (b) In deciding whether to support a particular request for this arrangement, the Employer will take into account factors such as operational requirements. To satisfy operational requirements, the number of practitioners allowed to work under this arrangement may be restricted at any one time and/or the timing of the arrangements may need to be staggered.
  - (c) A practitioner may withdraw from this arrangement in writing. They would then receive a lump sum equal to the accrued credit, paid at a time agreed between the Employer and practitioner but not more than 3 months from the time of the practitioner's withdrawal from the arrangement.
  - (d) Any paid leave taken during the first four years of the arrangements will be paid at 80% of the practitioner's normal salary.
  - (e) It is the responsibility of the practitioner to investigate and/or address the impact of any of the arrangements under this subclause on their superannuation or taxation.
- (6) The rates and allowances prescribed in this Agreement will be paid pro rata fortnightly.
- (7) In the case of senior practitioners, where this Agreement provides for a payment at an hourly rate, the hourly rate is established by dividing the prescribed ordinary salary by 52.1666 and dividing the product by 40.
- (8) In the Replaced Industrial Agreement, the Arrangement A Salary rates prescribed as payable from 1 October 2016 at Schedule 1 - Table 2 - Senior Practitioners – Arrangement A Salary of the Replaced Industrial Agreement, were calculated by deriving the sum of the base salary rate prescribed in Schedule 1 - Full Time Annual Base Salary Rates - Table 2 - Senior Doctors and the Arrangement A Private Practice Income Allowance rate prescribed in Clause 28 Private Practice Arrangement A of PSAAG 4 of 2013, then applying the applicable salary increase to the derived rate.
- (9) In the Replaced Industrial Agreement, the Arrangement B Salary rates prescribed as payable from 1 October 2016 at Schedule 1 - Table 3 - Senior Practitioners – Arrangement B Salary of the Replaced Industrial Agreement, were calculated by applying the applicable salary increase to the rates prescribed in Schedule 1 - Full Time Annual Base Salary Rates - Table 2 Senior Doctors of PSAAG 4 of 2013.

**27. PRIVATE PRACTICE GENERALLY**

- (1) "Private Practice" means those services provided, in or using the hospital's facilities, and for which fees are charged by or on behalf of the practitioner.
- (2) A practitioner will at the time of being appointed be granted a right of private practice subject to the conditions of this Agreement.
- (3) The Minister for Health may from time to time prescribe the terms and conditions, including the payment of charges, under which facilities will be made available to practitioners for the purposes of engaging in private practice within any public teaching hospital or in any other public sector health care facility. It is a condition of the granting right of private practice that practitioners comply with any such terms and conditions.
- (4) A practitioner shall, to the fullest extent permissible by law, exercise rights of private practice in any public teaching hospital or in any other public sector health care facility in which the practitioner works.
- (5) The hospital will provide to the practitioner a copy of a patient election form or other evidence of an election to be a private patient which would satisfy Medicare Australia or other applicable health insurers of the election to be a private patient for those private patients admitted under the care of the practitioner.
- (6) Subject to the practitioner's rights and obligations by law, a practitioner with rights of private practice will not refuse to participate in a billable event and will do all things necessary to facilitate the billing process and comply with the requirements of this Agreement.
- (7) A practitioner who does not comply with the terms and conditions under which facilities are made available to the practitioner for the purposes of engaging in private practice forfeits the ability to exercise rights of private practice.
- (8) If the Employer determines that a practitioner is not exercising rights of private practice to the fullest extent permissible by law, the practitioner forfeits the ability to exercise rights of private practice.
- (9) If a dispute arises in relation to the application of this Clause, the provisions of Clause 59 - Dispute Settlement Procedures, may be invoked. In accordance with subclause 59(5), the status quo that existed prior to the dispute arising will remain in place while such procedures are followed.
- (10) Nothing in this Agreement precludes the Employer and a practitioner from agreeing in writing on other arrangements to regulate rights of private practice. The absence of an election of Arrangement A, or election of Arrangement B, or an agreement pursuant Clause 7 – Agreement Flexibility or an agreement pursuant to subclause (12) of this Clause does not constitute an agreement for the purposes of this subclause.
- (11) Use of Hospital Facilities

Practitioners granted rights of private practice, except practitioners under Arrangement A, will contribute a percentage of net earnings from private practice within the hospital for the use of hospital facilities as follows:

EMG	50%
Radiation Oncology	50%
Pathology	50%
Nuclear Medicine	50%
Ultrasound (except if done in a Radiology Department)	50%

Pulmonary Physiology	50%
Audiology	50%
EEG	50%

- (12) Notwithstanding the provisions of this Agreement, the Employer and Association may agree in writing on other arrangements to govern the exercise of rights of private practice.
- (13) In the absence of an election of Arrangement A or Arrangement B a practitioner is deemed to be under Arrangement A.
- (14) Nothing in this Agreement requires the Employer to grant rights of private practice to a senior practitioner employed without rights of private practice immediately prior to the commencement of this Agreement. A senior practitioner to whom this subclause applies retains the right to refer a dispute about the granting of rights of private practice to a Board of Reference.

**28. PRIVATE PRACTICE - ARRANGEMENT A**

- (1) A practitioner may elect to relinquish all private practice income retention rights and other entitlements in respect of private practice rights exercised in any capacity in any teaching hospital or in any other public sector health care facility and assign such private practice income to the Employer. An election made pursuant to this subclause will not be varied other than by subsequent written agreement.
- (2) A practitioner, other than a Radiologist (with the exception of a Radiologist covered by subclause 24(12)), who assigns to the Employer private practice income generated from all work, whether publicly or privately funded, carried out on behalf of the Employer will be paid in accordance with Arrangement A Salary rates. The Private Practice Income Allowance prescribed in PSAAG of 2013 was rolled into the Arrangement A Salary in the Replaced Industrial Agreement.
- (3) A practitioner under Arrangement A shall, on each occasion the opportunity to exercise private practice rights arises, authorise the Employer to render accounts in their name, assess the fee to be charged and advise the Employer in the form prescribed by the Employer so an account can be rendered.
- (4) Where a practitioner does not comply or refuses to comply with their obligations under this clause, the Employer will notify the practitioner that they will be paid in accordance with Arrangement B Salary.
- (5) The Employer in acting as agent for a practitioner will ensure that no account is rendered which could place the practitioner in breach of the *Health Insurance Act 1973* (Cth). The Employer shall, if requested, provide to the practitioner on a quarterly basis a statement detailing total amount of accounts rendered and amounts collected (exclusive of GST) in the practitioner's name.

**29. PRIVATE PRACTICE - ARRANGEMENT B**

- (1) A Practitioner may elect, with the written agreement of the Employer, to retain all the practitioner's own private practice income generated in any public teaching hospital or in any other public sector health care facility under the control of the Employer. An election made pursuant to this subclause will not be varied other than by subsequent written agreement.

- (2) A Practitioner who elects to retain all private practice income shall:
- (a) be paid the applicable Base Salary rate;
  - (b) take personal responsibility for billing private patients seen in the course of duty;
  - (c) pay any facilities charge according to such terms and conditions as are determined from time to time by the Minister for Health; and
  - (d) account for private practice billings as prescribed hereunder.
- (3) Definitions
- (a) "Salary" for the purpose of this clause means the practitioner's annual base salary at the end of the financial year in question, as prescribed in Base Salary rates in this Agreement and any Head of Department allowance.
  - (b) "Nett earnings" for the purpose of this clause means the total amount received (exclusive of GST) by the practitioner from private practice within the hospital after the practitioner deducts an allowance of 17½% of private practice receipts for administration costs (exclusive of GST) and the proportion of the practitioner's total medical defence premium (exclusive of GST) relating to private practice within the hospital for the financial year in question. To avoid doubt the medical defence premium which may be deducted is the amount which the practitioner pays or would have paid if the practitioner's private practice was undertaken exclusively within the hospital.
- (4) Distribution of Nett Earnings after Deduction of Facility Charges
- (a) A practitioner under Arrangement B may, after the deduction of facility charges, retain from nett earnings from private practice within the hospital up to an amount equal to 25% of the practitioner's salary.
  - (b) In the case of practitioners, who are not Pathologists, or Nuclear Physicians, fees received from private practice within the hospital, in excess of the amount authorised under paragraph (a), will be distributed as follows:
    - (i) 50% to an approved externally restricted cost centre established for the following purposes (exclusive of GST):
      - (A) professional development and education (including conference fees, travel, accommodation, books, magazines, and corporate memberships)
      - (B) any other operational expense authorised by the Responsible Officer of the externally restricted cost centre (including payments for support staff salaries, training costs, equipment, research grants, general administrative costs, and utilities)
    - (ii) the remainder to be retained by the practitioner.
  - (c) In the case of Pathologists and Nuclear Physicians, fees received from private practice within the hospital, in excess of the amount authorised under paragraph (a), will be distributed as follows:
    - (i) 65% to an approved externally restricted cost centre for the following purposes (exclusive of GST):
      - (A) professional development and education (including conference fees, travel, accommodation, books, magazines, and corporate memberships)



- (B) any other operational expense authorised by the Responsible Officer of the externally restricted cost centre (including payments for support staff salaries, training costs, equipment, research grants, general administrative costs, and utilities)
    - (ii) the remainder equally among the Pathologists and Nuclear Physicians.
  - (d) Notwithstanding paragraph (c) the Employer may, by agreement with the Pathologists or Nuclear Physicians, make other arrangements for the distribution of funds received from private practice in excess of the amount authorised under paragraph (a).
  - (e) The distribution of funds to an approved externally restricted cost centre for the purposes specified under paragraphs (b), (c) or (d) and the GST applicable will be made on receipt of a Tax Invoice from the hospital.
- (5) Statement of Earnings to be Provided
- (a) The practitioner will provide to the hospital by 30 September each year a statement for the year to 30 June together with cheques for the amounts to be paid to the hospital and into the approved externally restricted cost centre respectively:
    - (i) Total amount of accounts (exclusive of GST) rendered during the year.
    - (ii) Less adjustments and write backs.
    - (iii) Less value of outstanding patient accounts as at 30 June XX.
    - (iv) Subtotal amount of accounts (exclusive of GST) collected.
    - (v) Less:
      - (A) 17½% (exclusive of GST) for administration and collection costs.
      - (B) Medical defence premium (exclusive of GST) for the year in question.
    - (vi) Nett amount for distribution in the following order:
      - (A) To the hospital – payment (exclusive of GST) for the use of hospital facilities.
      - (B) Retained by the practitioner being up to an amount equal to 16% or 25% of the practitioner's salary as the case requires.
      - (C) To approved externally restricted cost centre (exclusive of GST) for the purposes specified in the Agreement.
      - (D) To the practitioner (exclusive of GST).
  - (b) The statement will include the following certification at the end of the statement:

**Accountants Certification**

I certify that the above statement is correct in all relevant particulars and associated records have been checked to ensure all monies due to the hospital have been accurately and correctly calculated and accounted for in accordance with the applicable Australian Accounting Standards for the financial year ending 30 June xxxx. At the date of signing I am not aware of any circumstances which would render the particulars misleading or inaccurate.

..... Signature

..... Date

Practitioner's Certification

"I certify that this statement is submitted in compliance with the Private Practice provisions of the Industrial Agreement. At the date of signing I am not aware of any circumstances which would render the particulars misleading or inaccurate."

..... Signature

..... Date

- (c) The Employer and practitioner may agree in writing that the amount payable to an approved externally restricted cost centre for the purposes specified in the Agreement will be paid on a quarterly basis in which case uncertified quarterly statements in the above general form will be provided. Any end-of-year adjustment will be made by payment accompanying the certified annual statement.
  - (d) A practitioner who does not comply with the provisions of this subclause may have the right to render accounts directly to private patients withdrawn and the Employer may direct that the hospital act as the agent in the rendering of accounts.
  - (e) For taxation purposes the earning of private practice income through the election of Arrangement B is deemed an enterprise and it is mandatory for the medical practitioner to obtain an Australian Business Number and be registered for GST purposes if the turnover exceeds the prescribed amount per annum. A medical practitioner who has entered into a Recipient Created Tax Invoice arrangement with the hospital must inform the hospital if the GST registration is cancelled as GST does not apply to the transaction once registration is cancelled.
  - (f) A medical practitioner who has obtained an ABN but is not registered for GST is entitled to claim the GST inclusive value of the Medical Defence Premium from the hospital.
  - (g) In instances where the hospital acts as an agent in the rendering of accounts, GST is applicable to the 17.5% administration and collection costs fee when it is paid to the hospital.
- (6) A practitioner may ask the hospital to act as agent in rendering accounts to private patients after the practitioner has assessed the fee for services. In such cases the 17½% for administration and collection costs will be retained by the hospital.
- (7) (a) If individual or agreed group contributions are insufficient to permit drawings of 16% of the practitioner's annual salary, payment will be made up to 16% of the salary from the monies which would otherwise have been appropriated as facility charges.

In such circumstances payment to the 16% of salary level will be made once each year (for the financial year ended 30 June) following receipt of a certified statement from the practitioner to the hospital in accordance with subclause (5).

- (b) If individual or agreed group contributions are sufficient to permit drawings of 16% but less than 25% of the practitioner's salary, payment will be made up to 25% of salary from the monies which would otherwise have been appropriated as facility charges.

In such circumstances payment to the 25% of salary level will be made once each year for the financial year ended 30 June following receipt of a certified statement from the practitioner to the hospital in accordance with subclause (5).

- (c) In no case will the Employer be liable to pay, in respect of any hospital, more than the total amount that hospital received in that financial year as facility charges.
- (8) Amounts paid to practitioners under this Arrangement will not be regarded as salary for the purpose of calculating superannuation entitlements nor for the purpose of any other entitlement under this Agreement.

### **30. PROFESSIONAL DEVELOPMENT LEAVE**

#### **(1) Professional Development Leave**

- (a) A practitioner will be entitled to a maximum of 3 weeks paid professional development leave, during each year of continuous service with any Employer.
- (b) Such leave is for the purposes of attending conferences, undergoing additional training or courses of study relevant to maintaining or enhancing an individual's scope of practice and which is of benefit to the hospital. Such attendances will be inclusive of travel time.
- (c) This leave will not accumulate for more than two years. If the whole or part of this leave is not taken the entitlement to untaken leave will lapse unless deferred by agreement between the practitioner and the Employer.
- (d) Where attendance at a conference, meeting or like event is required in an official capacity in the course of their employment it will not be counted as part of a practitioner's entitlement under this Clause.
- (e) No more than 2 weeks leave will be taken in any year unless that period which is in excess of 2 weeks can be taken at no cost to the hospital and there is no requirement to provide cover for the practitioner's absence.

#### **(2) Overseas Professional Development Leave**

- (a) A practitioner will be entitled to an additional 5 weeks paid leave after each five years continuous service with any Employer for the purpose of overseas training, education and study.
- (b) The taking of overseas professional development leave may be deferred by mutual agreement, but no practitioner will be allowed to take accumulated leave in excess of 10 weeks in any one period.
- (c) Overseas professional development leave may be taken wholly or partly within Australia by agreement between the Employer and practitioner.
- (d) A practitioner may apply to take overseas study leave in advance, but if their employment is terminated before the end of the qualifying period they will repay the Employer the value of the leave and the funding source any other amounts received. The Employer may deduct the amount determined by the funding source as repayable and repay the funding source from money due to the

practitioner by reason of the other provisions of this Agreement at the time of termination. The funding source may waive all or part of the amount repayable.

- (3) The granting of leave is conditional on the leave being used for professional development and the hospital being satisfied that the proposed conference or course of study is relevant and of benefit to the hospital. Practitioners taking professional development leave must prepare a written report or provide a presentation for their peers and the Hospital.
- (4) Unless otherwise agreed, not more than 50% of medical staff of any specialty or department are to be absent at any one time on Professional Development Leave. Every effort will be made to ensure appropriate services are provided when staff are absent for the purposes of Professional Development.
- (5) Subject to this clause, conference and overseas study leave benefits are not available as monetary payments in lieu.
- (6) Professional Development Allowance

- (a) Practitioners under Arrangement A will receive the following annual Professional Development Allowance payable pro rata fortnightly from the first pay period on or after the dates specified.

On and from 1-Oct-2020	On and from 1-July-2022	3% on and from 1-July-2023
\$28,739	\$28,909	\$29,776

- (b) The allowance is increased in line with the general percentage salary adjustments.
- (7)
  - (a) A practitioner who, at the time of the commencement of this Agreement was entitled to apply to a teaching hospital clinical staff education fund for funding of any form of accrued or pro rata professional development leave prescribed under this Agreement, will retain the entitlement to apply for funding notwithstanding that under this Agreement the Professional Development and Expense Allowance for service after 1 April 2007 is paid.
  - (b) A practitioner is not entitled to payment from more than one source for the same entitlement. The proscription does not apply to funding from other than hospital funds.
  - (c) The rules which apply to administration of the teaching hospital clinical staff education fund will be applied as if the practitioner had elected Arrangement B with respect to entitlements accrued prior to the commencement of this Agreement. This provision also applies with respect to prior service contributing to entitlements yet to be accrued, on a pro rata basis.
- (8) Arrangement B Funding for Professional Development Leave
  - (a) Practitioners under Arrangement B will be eligible to apply for funding from the externally restricted cost centre for payment, in respect of each period of Professional Development Leave accrued, for reasonable travel, registration and accommodation expenses in accordance with this clause for:
    - (i) the actual cost of air fares up to a maximum of Business Class rates; with a maximum of two air fares paid in respect of each completed five years continuous service where overseas study leave is taken in broken periods with the Employer's permission; and

- (ii) a travelling allowance as follows:
    - (A) the actual cost of reasonable accommodation and expenses upon production of receipts; or
    - (B) an alternative system of payment agreed between the Employer and the practitioner.
  - (iii) A sessional / part time practitioner will be paid the amount specified in paragraph (i) and pro rata of the amount specified in paragraph (ii).
  - (iv) Fares and expenses associated with leave under this clause will be paid only in accordance with the policy governing the administration of the externally restricted cost centre. The Employer will in no way be liable for payment of fares and expenses for practitioners currently or previously under Arrangement B.
- (9) Arrangement B Professional Expenses Allowance
- Practitioners under Arrangement B will be paid, pro rata fortnightly, a Professional Expenses Allowance of 3% of the Base Salary of a Consultant Year 6 (previously cited level 21).
- (10) Leave is to be taken at a mutually convenient time and the Employer will not unreasonably refuse an application for leave that has been properly made.
  - (11) The balance of Professional Development Leave accrued prior to the commencement of this Agreement will be carried forward.
  - (12) If a practitioner resigns or is terminated by the Employer through no fault of the practitioner, and is engaged by another Employer, and the commencement date of employment with the new Employer does not exceed one week, the Professional Development Leave entitlement, to a maximum of 6 weeks, will be transferred to the new Employer.
  - (13) Professional Development Leave will be paid at the rate of pay applicable at the time the leave is taken.
  - (14) Specific provisions relating to practitioners employed by the WA Country Health Service are at Schedules 2 and 3 of this Agreement.

### **31. STAFFING**

- (1) Practitioner staffing levels will be determined by the Employer, having regard to contemporary benchmarking and best practice parameters.
- (2) Where a practitioner:
  - (a) resigns, is terminated, transfers or otherwise vacates a position; and
  - (b) the Employer determines that the position will be filled, action to fill the vacancy will be commenced, in consultation with the Head of Department, as soon as reasonably practicable.

## **PART 4 - GENERAL PROVISIONS**

### **32. SHIFT, WEEKEND AND PUBLIC HOLIDAY PENALTIES**

- (1) Hours worked between 6pm and 12 midnight on any weekday will attract a penalty of 20%.
- (2) Hours worked between 12 midnight and 8am on any weekday will attract a penalty of 25%.
- (3) Hours worked on a Saturday will attract a penalty of 50%.
- (4) Hours worked between midnight Saturday and 8am Monday will attract a penalty of 75%.
- (5) Hours worked between midnight at the commencement of a public holiday and 8am on the day after a public holiday will attract a penalty of:
  - (a) 150%; or
  - (b) if the Employer and practitioner agree, 50% and in addition the practitioner will be allowed to observe the holiday on a day acceptable to the Employer and the practitioner, but no more than five days may be accumulated at any one time.
- (6) In the case of Senior Practitioners the value of a penalty is calculated on the Arrangement B Salary.

### **33. ON CALL AND RECALL**

- (1) On Call
  - (a) For the purposes of this Agreement a practitioner is on call when the practitioner is rostered by the Employer to remain readily contactable and available to return to work outside of the practitioner's normal hours of duty.
  - (b)
    - (i) Practitioners will be rostered on call in accordance with clinical need by the Head of Department or if there is no Head of Department by the Director of Medical Services or the Chairman of the Medical Advisory Committee.
    - (ii) No practitioner will be required to be on call more frequently than one day in three. However, with the written agreement of the Association, or in an emergency, an on call roster of more than one in three may be agreed.
  - (c)
    - (i) A doctor in training rostered on call will be paid an hourly allowance of 18.75% of the ordinary base hourly rate for Registrar, Year 4.

On and from 1-Oct-2020	On and from 1-July-2022	3% on and from 1-July-2023
\$11.77	\$11.86	\$12.22

- (ii) A senior practitioner rostered on call will be paid an hourly allowance of 18.75% of the ordinary base hourly rate Consultant, Year 7 as prescribed in Schedule 1 – Table 3 – Senior Practitioners – Arrangement B Salary.

On and from 1-Oct-2020	On and from 1-July-2022	3% on and from 1-July-2023
\$22.47	\$22.57	\$23.25

- (iii) Payment in accordance with this subclause will not be made with respect to any period for which a practitioner receives any payment for recall.
- (iv) The adjustments in the allowance rates reflect increases in line with general percentage salary increases.
- (d) Annualised payments.
  - (i) If an agreement between the Employer and all practitioners concerned is reached, the relevant on call payment may be annualised and paid fortnightly. There must be no additional cost to the Employer as a result.
  - (ii) The Employer or practitioners may, by giving four weeks written notice, withdraw from such an annualised payment system.
- (e) Responsibilities of Practitioners Rostered On Call

Practitioners rostered on call must be available for consultation and recall to the Hospital/Health Service. The onus lies on the practitioner, once they are rostered to either negotiate with their peers about altering the roster, or to cover the work themselves. The onus on finding practitioners to cover the roster once the roster has been determined, should not fall back to the manager of the service, but should be borne by the particular practitioner rostered if they wish to change the roster and will not result in additional cost to the Employer. This requirement does not apply in the event of sickness or personal emergency, however the practitioner is required to notify the manager of their absence as soon as possible.
- (f) Where practicable on call rosters will be posted at least 14 days in advance.
- (2) Recall requiring attendance at the workplace.
  - (a) Meaning of recall
    - (i) Except for the circumstances defined in subclause 33(2)(a)(ii), a recall occurs when a practitioner is instructed or summonsed by the Employer to return to duty when the practitioner is not otherwise on duty (although may be on call).
    - (ii) A senior practitioner may be entitled to recall rates when the:
      - (A) practitioner had finished their ordinary rostered shift and was working beyond their professional commitment, and either:
        - a) was instructed or summonsed, by a person authorised to give such a direction, to work outside of their ordinary rostered shift and beyond their professional commitment; or
        - b) was required, because of a clinical need, to work outside of their ordinary rostered shift and beyond their professional commitment, and declares in writing, in a form approved by the Employer, that requirements and reason(s) for that requirement;
      - (B) additional work required was not for a predetermined length;
      - (C) work is of an emergent, or unanticipated clinical nature; and
      - (D) Head of Department declares and authorises the criteria from (A) to (C) above were met.

- (b) A Doctor in Training recalled to work will be paid a minimum of 3 hours for a recall as follows:
- (i) for work on any day between 6.00 am and midnight at the rate of 150% of the practitioner's ordinary base hourly rate; and
  - (ii) for work on Sunday between 6.00 am and midnight at the rate of 175% of the practitioner's ordinary base hourly rate.
  - (iii) for work on any day between midnight and 6.00 am at the rate of 200% of the practitioner's ordinary base hourly rate.
  - (iv) if the recall period exceeds 3 hours payment will be at the rate of 200% of the practitioner's ordinary base hourly rate for the additional time.
- (c) A senior practitioner recalled to work will be paid for a recall as follows:
- (i) for work on any day between 6.00 am and midnight at the rate of 150% of the hourly rate prescribed at (v) hereunder.
  - (ii) for work on Sunday between 6.00 am and midnight at the rate of 175% of the hourly rate prescribed at (v) hereunder.
  - (iii) for work on any day between midnight and 6.00 am at the rate of 200% of the hourly rate prescribed at (v) hereunder.
  - (iv) if the recall period exceeds 3 hours payment will be at the rate of 200% of the hourly rate prescribed at (v) hereunder.
  - (v) Hourly Rate

Classification and Increment Point	On and from 1-Oct-2020	On and from 1-July-2022	3% on and from 1-July-2023
Consultant Yr 1	\$142	\$143	\$147
Consultant Yr 2	\$146	\$147	\$151
Consultant Yr 3	\$152	\$153	\$158
Consultant Yr 4	\$156	\$157	\$162
Consultant Yr 5	\$162	\$163	\$168
Consultant Yr 6	\$166	\$167	\$172
Consultant Yr 7	\$172	\$173	\$178
Consultant Yr 8	\$178	\$179	\$184
Consultant Yr 9	\$185	\$186	\$192
Health Service Medical Practitioner Yr 1	\$116	\$117	\$121
Health Service Medical Practitioner Yr 2	\$121	\$122	\$126
Health Service Medical Practitioner Yr 3	\$125	\$126	\$129



Classification and Increment Point	On and from 1-Oct-2020	On and from 1-July- 2022	3% on and from 1-July- 2023
Non Specialist Qualified Medical Administrator Yr 1	\$121	\$122	\$126
Non Specialist Qualified Medical Administrator Yr 2	\$124	\$125	\$129
Non Specialist Qualified Medical Administrator Yr 3	\$130	\$131	\$135
Non Specialist Qualified Medical Administrator Yr 4	\$134	\$135	\$139
Non Specialist Qualified Medical Administrator Yr 5	\$138	\$139	\$143
Snr Medical Practitioner Yr 1	\$130	\$131	\$135
Snr Medical Practitioner Yr 2	\$134	\$135	\$139
Snr Medical Practitioner Yr 3	\$138	\$139	\$143
Medical Administrator Yr 1	\$142	\$143	\$147
Medical Administrator Yr 2	\$146	\$147	\$151
Medical Administrator Yr 3	\$152	\$153	\$158
Medical Administrator Yr 4	\$156	\$157	\$162
Medical Administrator Yr 5	\$162	\$163	\$168
Medical Administrator Yr 6	\$166	\$167	\$172
Medical Administrator Yr 7	\$172	\$173	\$178
Medical Administrator Yr 8	\$178	\$179	\$184
Medical Administrator Yr 9	\$185	\$186	\$192
Vocationally Registered General Practitioner Yr 1	\$121	\$122	\$126
Vocationally Registered General Practitioner Yr 2	\$124	\$125	\$129
Vocationally Registered General Practitioner Yr 3	\$130	\$131	\$135
Vocationally Registered General Practitioner Yr 4	\$134	\$135	\$139
Vocationally Registered General Practitioner Yr 5	\$138	\$139	\$143

In PSAAG 1, of 2011 the hourly rates corresponding to those above were calculated by increasing the base hourly rates, as then prescribed in PSAAG 2, of 2008, by the equivalent of 20%, 30% and 40% of level 24 effective from the prescribed dates and then rounding down to the nearest whole dollar. In this Agreement the adjustments in the allowance rates reflect increases in line with the general percentage salary increase rounded to the nearest dollar.

- (d) A practitioner recalled to work pursuant to subclause 33(2)(a)(i) will be entitled to a minimum 3 hour recall payment even if the work for which they are recalled is completed in less time. Provided that if the practitioner is called out and recommences work within 3 hours of starting work on a previous recall, pursuant to subclause 33(2)(a)(i), the practitioner will not be entitled to a further minimum 3 hour payment.

- (e) A senior practitioner recalled to work pursuant to subclause 33(2)(a)(ii) will be paid a recall for that actual time worked, and the minimum 3 hour payment will not apply.
  - (f) If a practitioner is recalled to work, payment for the recall will commence from:
    - (i) In the case of a practitioner who is on call, from the time the practitioner starts work;
    - (ii) In the case of a practitioner who is not on call, the time the practitioner embarks on the journey to attend the call. Provided that if a practitioner is recalled within two hours prior to commencing normal duty, any time spent in travelling to work will not be included with actual duty performed for the purpose of determining payment under this subclause.
  - (g) Subject to the minimum 3 hours payment, payment for the recall will cease when the work is completed or when the practitioner commences normal duty, whichever occurs first.
- (3) Recall not requiring attendance at the workplace.
- (a) A practitioner who is rostered by the Employer –
    - (i) On call for recall requiring attendance at the workplace at one or more metropolitan public hospitals; and
    - (ii) simultaneously rostered on call for tele-medicine / tele-consultation for multiple metropolitan public hospitals and for multiple WA Country Health Service public hospitals; and
    - (iii) who is recalled to duty and undertakes all the required work without going to the workplace will be paid for a minimum of one hours work at the ordinary base hourly rate as prescribed in Schedule 1 – Table 3 – Senior Practitioners – Arrangement B Salary or for the actual time worked if work continues beyond one hour, provided that for work
      - (A) between 00:00 hours on Saturday and 08:00 hours on the following Monday, payment will be at 150% of the ordinary base hourly rate as prescribed in Schedule 1 – Table 3 – Senior Practitioners – Arrangement B Salary; and
      - (B) on Public Holidays payment will be at the rate of 250% of the ordinary base hourly rate as prescribed in Schedule 1 – Table 3 – Senior Practitioners – Arrangement B Salary.
  - (b) Second and subsequent recalls to duty which occur within an hour of commencement of a call for which an entitlement to payment has already accrued do not attract additional payments unless actual time worked continues beyond one hour in which case payment will be made for the actual time worked.
  - (c) An entitlement to recall payment does not arise unless the practitioner is rostered on call pursuant to this subclause.
- (4) A practitioner who is required to use their motor vehicle when recalled to work will be reimbursed all expenses incurred in accordance with the provisions of Clause 50 - Travel Allowance.
- (5) A practitioner who is required to use their telephone after being contacted by the Employer will be reimbursed reasonable expenses for the cost of calls on application and presentation of satisfactory evidence that the call costs were incurred.

- (6) Notwithstanding the provisions of this clause, if the Employer and the Association agree, other arrangements may be made for compensation of on call and recall pursuant to Clause 7 – Agreement Flexibility.
- (7) Specific provisions relating to practitioners employed by the WA Country Health Service are at Schedules 2 and 3.
- (8) Additional provisions relating to practitioners employed by the Director General of Department of Health are at Schedule 4.

### **34. ANNUAL LEAVE**

- (1) A full-time practitioner will be entitled to 160 hours annual leave per annum. The entitlement accrues pro rata on a weekly basis.
- (2)
  - (a) Where a practitioner takes a week of annual leave, this will be debited as 40 hours leave.
  - (b) Where a practitioner takes a day of annual leave this will be debited as 8 hours leave unless the practitioner was rostered to work other than 8 hours in which case the practitioner will be debited the hours that they would have been rostered for that day. Provided that annual leave will not be utilised for any absence beyond full-time hours. Where a practitioner makes an application for annual leave for a period that is or includes a period of rostered overtime and the absence is approved by the Employer, the period of rostered overtime will be changed to un-rostered hours. Annual leave credits will not be applied to any period of un-rostered hours.
- (3) Additional Leave
  - (a) On call
    - (i) A practitioner can accrue up to a maximum of 40 hours of additional annual leave.
    - (ii) For each completed period of 120 hours rostered on call a practitioner will accrue 8 hours additional annual leave.
  - (b) Working Sundays and/or Public Holidays
    - (i) A practitioner can accrue up to a maximum of 40 hours of additional annual leave.
    - (ii) Practitioners who are rostered to work their ordinary hours on Sundays and/or public holidays during a qualifying period of employment for annual leave will be entitled to receive an additional 8 hours leave for each seven ordinary shifts so worked.
  - (c) The maximum amount of additional leave that can be accrued under this clause is 40 additional hours leave during a qualifying period of employment.
- (4) Provided that a practitioner who is entitled to additional leave in accordance with subclause (3) above, the maximum combined entitlement will be 40 hours additional leave during a qualifying period of employment.
- (5) A practitioner who during a qualifying period towards an entitlement of annual leave was employed on a part time or sessional basis may elect to take a lesser period of annual leave calculated by converting the part time or sessional service to equivalent full time service.

- (6) The annual leave prescribed in this clause may be split into portions, and may be taken in periods of one day or less, by agreement between the Employer and the practitioner.
- (7) Accrued annual leave may, by agreement between the Employer and practitioner, be taken before the completion of 52 weeks continuous service.
- (8) Annual leave may also, by agreement between the Employer and practitioner, be taken in advance of it having accrued. In such a case the advance payment will be offset against any future leave accrual or against monies otherwise payable to the practitioner on termination. No refund is required in the event of the death of the practitioner.
- (9) All annual leave taken will be at the rate of salary applicable at the time of taking such leave. The rate of pay applicable for practitioners who are on a contract to meet Short Term Exigencies will be exclusive of the 25% loading.
- (10) The Employer will confirm in writing when a practitioner's annual leave entitlement may be taken within two weeks of receipt of the practitioner's written application for leave.
- (11) When the convenience of the hospital is served, the Employer may approve the deferment of the commencing date for taking annual leave, but such approval will only remain in force for one year. The Employer may renew the approval for a further period of a year or further periods of a year. If, as a result, the practitioner accumulates more than three years entitlement, the Employer may impose conditions on the taking of the leave including that it be taken at the operational convenience of the Hospital.
- (12) The Employer will notify a practitioner who has accumulated more than two years' accrued pro rata annual leave entitlements in writing of the requirement to reduce their annual leave within a 12-month period, subject to a leave management plan agreed between the practitioner and the Head of Department or Medical Director.
- (13) The Employer undertakes to ensure adequate staffing levels to enable practitioners to take their accrued annual leave, provided leave will not be back filled for periods of two weeks or less except on urgent clinical or service grounds and only on the approval by the relevant hospital or health service delegated authority.
- (14) A practitioner who has accrued more than pro rata one years' entitlement of annual leave may by written agreement with the Employer cash out some or all of the excess.
- (15) The Employer will not refuse the practitioner taking, at any time suitable to the practitioner, any period of annual leave the entitlement to which accrued more than 12 months before that time, subject to the practitioner giving the Employer at least 2 weeks' written notice of their intention to take their leave.
- (16) Annual Leave Loading has been annualised into the base salary.
- (17) Practitioners upon request will receive their ordinary pay and any allowances due to them for the period of their annual leave prior to going on such annual leave.
- (18)
  - (a) If a practitioner lawfully leaves their employment, or their employment is terminated by the Employer through no fault of the practitioner, before the practitioner has taken annual leave to which they are entitled, the practitioner may elect:
    - (i) to be paid for the untaken annual leave; or
    - (ii) transfer the untaken leave, subject to the conditions of subclause 34(20) being met.
  - (b) If any practitioner leaves their employment, or their employment is terminated

by the Employer, in circumstances other than those referred to in subclause 18(a), before the practitioner has taken annual leave to which they are entitled, the practitioner is only to be paid for any untaken leave that relates to a completed year of service.

- (c) Payment in lieu of any untaken annual leave will be made on the death of a practitioner.
- (19) In the case of a practitioner transferring from one Employer to another Employer pursuant to section 141 of the *Health Services Act 2016* (WA) the annual leave entitlement will be transferred.
- (20) Subject to subclause 34(21), a practitioner who commences employment with an Employer will be granted portability of accrued but untaken annual leave held at the date the practitioner ceased employment with an Employer, provided:
  - (a) portability will only apply to accrued annual leave for which payment pursuant to subclause 34(18) has not been made; and
  - (b) the practitioner's break in service is not greater than one week from the expiration of any period for which payment in lieu of annual leave or public holidays has been made.
- (21) A practitioner employed as a doctor in training immediately prior to commencing employment as a senior practitioner is entitled to portability of accrued but untaken annual leave held at the date the practitioner ceased their previous employment if the conditions in subclause 34(20) are met.
- (22) Purchased Leave – 42/52 Salary Arrangement
  - (a) At the request of a practitioner the Employer may agree to an arrangement ("the arrangement") whereby the practitioner can take a reduced salary spread over 52 weeks of the year and receive the following amounts of purchased leave:

Number of weeks salary spread over 52 weeks	Number of weeks purchased leave
42	10
43	9
44	8
45	7
46	6
47	5
48	4
49	3
50	2
51	1

- (b) Both the agreement to the arrangement and the time at which the additional leave is taken will be dependent on the operational requirements of the department where the practitioner works at the particular time.
- (c) Purchased leave will not accrue from one year to the next, provided that the practitioner is to be entitled to pay in lieu of the purchased leave not taken.

- (d) Unless otherwise agreed between the practitioner and the Employer, a practitioner who enters into an arrangement under this subclause does so in blocks of 12 months.
  - (e) For the purposes of this subclause and without limiting the meaning of the term, “operational requirements” may include:
    - (i) The availability of suitable leave cover, if required;
    - (ii) The cost implications;
    - (iii) The impact on client/patient service requirements;
    - (iv) The impact on the work of other employees; and
    - (v) The practitioner’s existing leave liabilities.
  - (f) The portion of the practitioner’s salary to be forfeited will be calculated as a fortnightly amount and their fortnightly salary will be decreased by that amount for the duration of the arrangement.
  - (g) All annual leave taken during the course of the arrangement will be paid at the reduced rate.
  - (h) The additional leave will continue to accrue while the practitioner is on leave during the course of the arrangement.
  - (i) The reduced salary will be used for all purposes during the course of the arrangement.
  - (j) The additional leave will not attract leave loading.
  - (k) It is the responsibility of the practitioner to investigate the impact of any of the arrangements under this clause on their allowances, superannuation and taxation, and the options, if any, available for addressing these.
- (23) Double the leave on half pay
- Subject to operational requirements and with the agreement of the Employer, a practitioner may elect to take twice the period of any portion of their annual leave at half pay.
- (24) Less leave, more pay, cashing out leave
- (a) Unless otherwise agreed between the practitioner and the Employer, a practitioner who enters into an arrangement under this subclause does so in blocks of 12 months.
  - (b) If at the commencement of each 12 month block of this arrangement a practitioner has a minimum of four weeks of annual leave available to be taken in that year, the practitioner may opt to forfeit the accrual of 1 or 2 weeks annual leave in favour of receiving additional salary to the equivalent value of the leave that has been forfeited (‘the arrangement’).
  - (c) The increased salary will be used for all purposes during the course of the arrangement.

### **35. PUBLIC HOLIDAYS**

- (1) The following days will be regarded as public holidays for the purpose of this Agreement and will be granted to full time practitioners:  
New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Easter

Sunday, Anzac Day, Western Australia Day, Sovereign's Birthday, Christmas Day, Boxing Day.

- (2) When a public holiday falls on a Saturday or Sunday the holiday will be observed on the following Monday, except Easter Sunday which will be observed on the actual day. When Boxing Day falls on a Sunday or Monday, the holiday will be observed on the following Tuesday. When Christmas Day falls on a Saturday or Sunday, both the actual and substituted days will be regarded as public holidays.
- (3) When one or more public holidays fall during a period of annual leave the holiday or holidays will be observed on the next succeeding work day or days as the case may be after completion of that annual leave.
- (4) When a public holiday falls on a day when a practitioner is rostered off duty and the practitioner has not been required to work on that day the practitioner will be paid as if the day was an ordinary working day or if the Employer agrees be allowed to take a day's holiday in lieu of the holiday at a time mutually acceptable to the Employer and the practitioner.
- (5) A practitioner who is required to be on-call in accordance with Clause 33 – On Call and Recall on a day observed as a public holiday during what would normally have been the practitioner's ordinary hours will be allowed to observe that holiday on a day mutually acceptable to the Employer and the practitioner.

### **36. SICK LEAVE**

- (1) A practitioner who is unfit for duty due to illness or injury will be entitled to be paid sick leave in accordance with the provisions of this clause.
- (2) A full-time practitioner will be entitled to 80 hours sick leave per annum. The entitlement accrues pro rata on a weekly basis.
- (3) Payment for sick leave will be at the rate, excluding Shift, Weekend and Public Holiday Penalties but not excluding amounts which would otherwise have been paid pursuant to Clause 17 – Payment For Overtime, the employee would have received had the practitioner not proceeded on sick leave. The rate of pay applicable for practitioners who are on a contract to meet Short Term Exigencies will be exclusive of the 25% loading.
- (4) The accrued entitlement to sick leave will be reduced by the number of hours the practitioner was rostered to work on the day the practitioner was absent on sick leave.
- (5) A practitioner in their first 12 months of service may take up to the maximum entitlement of sick leave for that year in advance of the entitlement having accrued. Sick leave taken in advance will be offset against any future accrual or against monies otherwise payable to the practitioner at the end of their employment.
- (6) The entitlement, to the extent that it is unused, will accumulate from year to year and may be taken in any subsequent year.
- (7) A practitioner who is unfit for duty due to illness or injury will, as soon as possible, notify the Employer of the fact and also advise the likely date of resuming duty.
- (8) No sick leave with pay exceeding two consecutive working days will be granted without an adequate medical certificate or other evidence that would satisfy a reasonable person.
- (9) A practitioner who is unable to resume duty on the expiration of the period shown in the first certificate, will produce a further certificate and will continue to do so upon the expiration of the period respectively covered by such certificates.

- (10) If a practitioner is ill during a period of annual leave and produces at the time, or as soon as practicable thereafter, medical evidence to the satisfaction of the Employer that the practitioner is or was as a result of the illness confined to the practitioner's place of residence or a hospital for a period of at least seven consecutive calendar days, the Employer may grant the practitioner sick leave for the period during which the practitioner was so confined and reinstate the practitioner annual leave equivalent to the period of confinement.
- (11) If a practitioner is ill during the period of long service leave and produces at the time or as soon as practicable thereafter, medical evidence to the satisfaction of the Employer that the practitioner is or was confined to the practitioner's place of residence or a hospital for a period of at least fourteen consecutive calendar days, the Employer may grant sick leave for the period during which the practitioner was so confined and reinstate the practitioner long service leave equivalent to the period of confinement.
- (12) No leave on account of illness or injury will be granted with pay if the illness or injury has been caused by misconduct of the practitioner or in any case of absence from duty without sufficient cause.
- (13) If a practitioner suffers an injury within the meaning of s.5 of the *Workers' Compensation and Injury Management Act 1981* (WA), which necessitates that practitioner being absent from duty sick leave with pay will be granted to the extent of sick leave credits. In accordance with s.80(2) of the *Workers' Compensation and Injury Management Act 1981* (WA) if the claim for workers' compensation is decided in favour of the practitioner, the sick leave credit will be reinstated.
- (14)
  - (a) If a practitioner resigns or is terminated by the Employer through no fault of the practitioner, and is engaged by another Employer within seven days of the expiration of any period for which payment in lieu of annual leave or public holidays has been made, the period of sick leave that has accrued to the practitioner's credit will remain to such practitioner's credit and subclause (2) will continue to apply to such practitioner.
  - (b) If a practitioner was, immediately prior to being employed by the Employer, employed by any other Employer, WA government employer, or by the Commonwealth or any other State of Australia, and the period between the date when the practitioner ceased previous employment and the date of the practitioner commencing employment with the Employer does not exceed one week, or such further period as the Employer determines, the Employer may credit that practitioner additional sick leave credits up to those held at the date the practitioner ceased the previous employment.
  - (c) If a doctor in training was, immediately prior to being employed by the Employer, employed by a Contracted State Entity, and the period between the date when the practitioner ceased previous employment and the date of commencing employment with the Employer does not exceed one week, or such further period as the Employer determines, the Employer may credit the practitioner additional sick leave credits up to those held at the date the practitioner ceased the previous employment.
- (15) A practitioner employed as a doctor in training immediately prior to commencing employment as a senior practitioner is entitled to portability of accrued but untaken sick leave held at the date the practitioner ceased their previous employment if the conditions in subclause 36(14) are met.
- (16) A pregnant practitioner will not be refused sick leave by reason only that the "illness or



injury" encountered by the practitioner is associated with the pregnancy.

- (17) The balance of Sick Leave accrued prior to the commencement of this Agreement will be carried forward.
- (18) Sick Leave will be paid at the rate of pay applicable at the time the leave is taken.

**37. SICK LEAVE FOR WAR-CAUSED ILLNESS**

- (1) A practitioner who produces evidence from the Department of Veterans' Affairs stating that the practitioner has a war-caused illness will be credited special paid leave of 120 hours per annum.
- (2) Paid leave under this clause:
  - (a) may accumulate up to a maximum of 360 hours;
  - (b) is to be recorded separately to the practitioner's normal sick leave entitlement;
  - (c) is only to be accessed for sickness related to the war-caused illness; and
  - (d) may be accessed despite normal sick leave credits being available.
- (3) An application for paid leave under this clause is to be supported by evidence that would satisfy a reasonable person of the entitlement.

**38. LONG SERVICE LEAVE**

- (1)
  - (a) A practitioner will be entitled to thirteen weeks long service leave at their ordinary rate of pay on the completion of each 10 years of continuous service.
  - (b) Commencing from 1 July 2005 a practitioner will be entitled to 13 weeks long service leave at their ordinary rate of pay on the completion of 10 years continuous services in the first instance and for subsequent service after each 7 years of continuous service completed by the practitioner.
  - (c) A practitioner will, unless otherwise agreed, give the Employer at least 3 months' notice of their intention to take accrued long service leave.
  - (d) If a practitioner is engaged on a fixed term contract of employment, and the contract of employment ends with effluxion of time, and the practitioner is not offered a subsequent contract of employment, and the practitioner has a minimum of 5 years continuous service as at the date of separation, then the practitioner will be paid pro rata long service leave.
- (2) Notwithstanding the provisions of subclause 38(1) a practitioner who, during a qualifying period towards an entitlement of long service leave was employed on either a part time or sessional basis may elect to take a lesser period of long service leave calculated by converting the part time or sessional service to equivalent full time service.
- (3) A practitioner will take the long service leave to which an entitlement has accrued at the convenience of the Employer.
- (4) Subject to the approval of the Employer, a practitioner will take long service leave within three years of the leave becoming due. The Employer may approve the deferment of taking long service leave beyond three years in "exceptional circumstances", which will include retirement within 5 years of the date of entitlement.

Approval to defer the taking of long service leave may be withdrawn or varied at any time by the Employer giving the practitioner notice in writing of the withdrawal or

variation.

- (5) The Employer may approve the practitioner's application to take:
  - (a) double the period of long service leave on half pay, instead of full pay; or
  - (b) half the period of long service leave on double pay, instead of full pay; or
  - (c) any portion(s) of their long service leave entitlement in weekly multiples on full, half or double pay, with any remaining entitlement able to be taken in one portion.
- (6) Any public holiday occurring during the period in which a practitioner is on long service leave will be treated as part of the long service leave, and extra days in lieu thereof will not be granted.
- (7) The Employer may approve a practitioner's application prior to commencing long service leave to change the commencement date.
- (8) Continuous service will not include any period exceeding 2 weeks during which the practitioner is absent on leave without pay, unless the Employer determines otherwise.
- (9)
  - (a) Given the nature of medical training, practitioners may break their employment to undertake a period of study or employment to further their professional skills. If a practitioner obtains a new appointment with an Employer following such a period of study or employment of up to 24 months duration, and if payment pursuant to subclause (11) has not been made, the break in employment will not count as service but will not constitute a break in continuous service for the purposes of this clause.
  - (b) Given that employment of practitioners is generally by fixed term contract, practitioners may break their employment for what would otherwise be parental leave. If a practitioner obtains a new appointment immediately following an absence of up to 24 months for what would otherwise be parental leave purposes, and if payment pursuant to subclause 38(11) has not been made, the break in employment will not count as service but will not constitute a break in continuous service for the purposes of this clause.
- (10) Subject to subclause 38(8) the service of a practitioner will not be deemed to have been broken if the practitioner's employment is ended by the Employer for any reason other than misconduct or unsatisfactory service, but only if:
  - (a) the practitioner resumes employment under this Agreement not later than six months from the day on which the employment ended; and
  - (b) payment pursuant to subclause 38(11) has not been made.
- (11) A lump sum payment for long service leave accrued in accordance with this clause and for pro rata long service leave will be made in the following cases:
  - (a) To a practitioner who retires at or over the age of 55 years or who is retired on the grounds of ill health, but no payment will be made for pro rata long service leave unless the practitioner has completed twelve months' continuous service.
  - (b) To a practitioner who, not having resigned, is retired for any other cause; but no payment will be made for pro rata long service leave unless the practitioner has completed three years continuous service before the date of retirement.
  - (c) To the surviving spouse of a deceased practitioner or such other person (including the executor of the practitioner's estate) as may be approved by the

employer in the event of the death of a practitioner, but no payment will be made for pro rata long service leave unless the practitioner had completed twelve months continuous service prior to their death.

- (12) (a) A practitioner will be entitled to thirteen weeks of long service leave on full pay on the date determined by subclause 38(12)(b) if:
- (i) the practitioner, immediately prior to being employed by the Employer as a doctor in training was employed by a Contracted State Entity; or
  - (ii) the practitioner, immediately prior to being employed by the Employer was employed by any other Employer, WA Government employer or by the Commonwealth or any other State of Australia,
- and the period between the date when that practitioner ceased the previous employment and the date of commencing employment with the new Employer does not exceed one week, or such further period as the Employer determines.
- (b) The date on which a practitioner becomes entitled to long service leave pursuant to subclause 38(12)(a) will be determined by:
- (i) calculating the pro rata portion of long service leave to which the practitioner would have been entitled up to the date of appointment by the Employer in accordance with the provisions that applied to the previous employment referred to, but in calculating that period of pro rata long service leave, any long service leave taken or any benefit granted in lieu of any such long service leave during that employment will be deducted from any long service leave to which the practitioner may become entitled under this clause; and
  - (ii) by calculating the balance of the long service leave entitlement of the practitioner upon appointment by the Employer in accordance with the provisions of subclause 38(1) of this clause.
- (c) In addition to any entitlement arising from the application of subclause 38(12)(a), a practitioner previously employed by any other Employer or WA Government employer may, on approval of the Employer be credited with any period of long service leave to which the practitioner became entitled during the former employment but had not taken at the date of appointment with the Employer provided the former employer had given approval for the practitioner to accumulate the entitlement.
- (d) A practitioner previously employed by a Contracted State Entity, the Commonwealth or by any other State of Australia will not proceed on any period of long service leave without the express approval of the Employer until the practitioner has served a period of not less than three years continuous service under this Agreement and becomes entitled to long service leave on full pay.
- (e) Nothing in this Agreement confers on any practitioner previously employed by a Contracted State Entity, the Commonwealth or by any other State of Australia any entitlement to a complete period of long service leave that accrued in the practitioner's favour prior to the date on which the practitioner commenced employment under this Agreement.
- (13) A practitioner who has elected to retire at or over the age of 55 years and who will complete not less than twelve months' continuous service before the date of retirement may apply to take pro rata long service leave before the date of retirement, based on continuous service of a lesser period than that prescribed by subclause 38(1) for a long

service leave entitlement.

- (14) A practitioner may by written agreement with the Employer cash out some or all of their long service leave entitlement.
- (15) The balance of Long Service Leave accrued prior to the commencement of this Agreement will be carried forward.
- (16) Long Service Leave will be paid at the rate of pay applicable at the time the leave is taken. The rate of pay applicable for practitioners who are on a contract to meet Short Term Exigencies will be exclusive of the 25% loading.

### **39. FAMILY, BEREAVEMENT AND PERSONAL LEAVE**

#### **(1) Family Leave**

- (a) For the purposes of this clause, 'family member' means the practitioner's spouse, de facto spouse, child, stepchild, parent or step-parent, grandparent or grandchild, or sibling. This entitlement will also apply to another person who lives with the practitioner as a member of the practitioner's household.
- (b) A practitioner is entitled to use their personal accrued sick leave to care for an ill family member or for an unexpected emergency affecting a member of the practitioner's family or household each year. Subject to subclause 39(1)(d) all family leave taken is deducted from the practitioner's sick leave entitlement.
- (c) Medical certificate requirements are as specified for sick leave.
- (d) If a practitioner has insufficient accrued sick leave, by mutual agreement, up to 5 days of annual leave may be used for the purpose of family leave.

#### **(2) Bereavement Leave**

- (a) A practitioner, including a rostered casual Doctor in Training or a rostered senior practitioner on a short term contract as prescribed at subclause 20(2)(b), will on the death of:
  - (i) the spouse or de-facto partner of the practitioner;
  - (ii) the former spouse or former de-facto partner of the practitioner;
  - (iii) the child, step-child, foster child or grandchild of the practitioner (including an adult child, step-child or grandchild);
  - (iv) the parent, step-parent, foster parent or grandparent of the practitioner;
  - (v) the parent in law or former parent in law of the practitioner;
  - (vi) the brother, sister, step-brother or step-sister; or
  - (vii) any other person, who immediately before that person's death, lived with the practitioner as a member of the practitioner's household,

be eligible for up to 3 days bereavement leave. At the request of the practitioner, the Employer may grant bereavement leave in respect of some other person with whom the practitioner has a special relationship.

- (b) The 3 days need not be consecutive.
- (c) Bereavement leave is not to be taken during any other period of leave.
- (d) A practitioner who claims to be entitled to paid leave under paragraph (a) of this subclause is to provide to the Employer, if so requested, evidence that would

satisfy a reasonable person as to:

- (i) the death that is the subject of the leave sought; and
  - (ii) the relationship of the practitioner to the deceased person.
- (e) A practitioner requiring more than 3 days bereavement leave in order to travel overseas in the event of the death overseas of a member of the practitioner's immediate family may, upon providing adequate proof, in addition to any bereavement leave to which the practitioner is eligible, have immediate access to annual leave and / or accrued long service leave in weekly multiples and / or leave without pay provided all accrued leave is exhausted.
- (3) Special Personal Leave
- (a) Without pay  
The Employer may upon the request of a practitioner, grant that practitioner special leave without pay for any special or personal reason.
  - (b) Use of Annual Leave  
The Employer may, upon request of a practitioner and with sufficient cause being shown, which may in the circumstances be with little notice, grant that practitioner single days of annual leave for pressing personal emergencies.
- (4) Leave will be paid at the rate of pay applicable at the time the leave is taken.

#### **40. FAMILY AND DOMESTIC VIOLENCE LEAVE**

- (1) The Employer recognises some practitioners may face situations of violence or abuse in their personal life which may affect their attendance or performance at work. The Employer is committed to providing support to practitioners who experience family and domestic violence.
- (2) A practitioner will not be discriminated against because of their disclosure of, experience of, or perceived experience of, family and domestic violence.
- (3) The Employer will not tolerate practitioners perpetrating family and domestic violence in or from the workplace. Practitioners must not use work facilities to perpetrate family and domestic violence. Any such conduct may constitute a breach of discipline.

##### **Definitions of Family and Domestic Violence**

- (4) (a) The meaning of family and domestic violence is in accordance with the definition in the *Restraining Orders Act 1997* (WA).
- (b) To avoid doubt, this definition includes behaviour that:
  - (i) is physically or sexually abusive;
  - (ii) is emotionally or psychologically abusive;
  - (iii) is economically abusive;
  - (iv) is threatening;
  - (v) is coercive;
  - (vi) in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person; or
  - (vii) causes a child to hear or witness, or otherwise be exposed to the effects

of, such behaviour.

### **Access to Family and Domestic Violence Leave**

- (5) In accordance with the following subclauses, a practitioner may apply for leave to deal with activities related to family and domestic violence. The Employer will assess each application and give consideration to the personal circumstances of the practitioner seeking the leave.
- (6) Such activities related to family and domestic violence may include attendance at medical appointments; legal proceedings; counselling; appointments with a legal practitioner; relocation or making other safety arrangements; and other matters of a compassionate or pressing nature related to family and domestic violence which arise without notice and require immediate attention.
- (7) Subject to subclauses (5) and (6), a practitioner experiencing family and domestic violence will have access to 10 non-cumulative days per year of paid family and domestic violence leave, in addition to their existing leave entitlements.
- (8) On exhaustion of the leave entitlement in subclause (7), practitioners will be entitled to up to 2 days' unpaid family and domestic violence leave on each occasion.
- (9) Family and domestic violence leave does not affect salary increment dates, long service leave or annual leave entitlements.
- (10) Subject to the Employer's approval of the application, family and domestic violence leave may be taken as whole or part days off.
- (11) Application of the leave entitlement for casual practitioners will be considered by the Employer on a case by case basis.

### **Notice and Evidentiary Requirements**

- (12) The practitioner will notify their Employer as soon as reasonably practicable of their request to take leave under this clause.
- (13) Supporting evidence of family and domestic violence may be required to access paid leave entitlements however this should not be onerous on the practitioner. Leave can be granted without supporting documentation where the Employer is satisfied it is not required.
- (14) Evidence may be in the form of a document issued by the police, a court, a legal service, a health professional, a counsellor or a refuge service. A statutory declaration may also be provided.
- (15) Such evidence will be dealt with in accordance with the confidentiality provisions in this clause. Only the practitioner will retain a copy of the evidence and information will not be kept on the practitioner's personnel file.

### **Access to other forms of leave**

- (16) Subject to the leave provisions of this agreement, a practitioner experiencing family and domestic violence may use other leave entitlements.
- (17) Subject to the Employer's approval of the application, and sufficient leave credits being available, leave may be taken as whole or part days off.
- (18) Forms of other paid leave include:
  - (a) sick leave;
  - (b) annual leave;

(c) accrued long service leave.

(19) Approval of leave without pay is subject to the provisions of this agreement.

**Confidentiality**

(20) The Employer will take all reasonable steps to ensure any information disclosed by practitioners regarding family and domestic violence is kept strictly confidential. Disclosure will be on a need-to-know basis and only to maintain safety. Where possible, disclosure will only occur with the express consent of the practitioner.

(21) Employers will take reasonable steps to ensure any information or documentation provided by a practitioner regarding family and domestic violence is kept confidential.

(22) Only the practitioner will retain a copy of evidence for accessing family and domestic violence leave and information will not be kept on a practitioner's personnel file unless otherwise agreed. The Employer will record that any evidence produced was sighted.

(23) Subsequent disclosure should be on a need-to-know basis, for example if there is a potential for workplace safety to be impacted and generally with the consent of the practitioner.

(24) This clause does not override any legal obligations to disclose information.

**Contact person**

(25) The Employer will identify contact/s within the workplace who will be trained in family and domestic violence and associated privacy issues. The Employer will advertise the name of any family and domestic violence contacts within the workplace.

**Individual support**

(26) Where there is a risk to the personal health or safety of a practitioner who is experiencing or has experienced family and domestic violence, the Employer, where appropriate, may:

(a) facilitate flexible working arrangements, such as changes to hours/days worked, working different days or length of days, changed shift/rostering arrangements, in accordance with the provisions of this Agreement;

(b) make workplace modifications including, where appropriate/practicable, changes to the practitioner's telephone number, email address and/or work location.

(27) A practitioner who is experiencing or has experienced family and domestic violence may access confidential counselling support via the Employer's employee assistance program.

**Workplace safety**

(28) Where a practitioner raises issues of family and domestic violence the Employer should establish with the practitioner the level of risk and seek advice from their human resource/safety specialist to review and implement specific safety and emergency management systems and plans.

(29) With the exception of access to the Employer's employee assistance program which is available to all practitioners, the provisions of this clause are only applicable to practitioners who are subject to family and domestic violence.

#### **41. CULTURAL LEAVE FOR ABORIGINAL AND TORRES STRAIT ISLANDER PEOPLES**

- (1) Practitioners who identify as Aboriginal or Torres Strait Islander (ATSI) are entitled to paid cultural leave which can be accessed to participate in any of the following:
  - (a) cultural and ceremonial obligations under ATSI lore, customs or traditional law; and
  - (b) community cultural events such as NAIDOC week activities, Reconciliation Week or Coming of the Light festivals.
- (2) Up to 40 hours of paid cultural leave per calendar year will be available under this clause. The leave need not be taken in one continuous period. Paid cultural leave will not accrue from year to year and will not be paid out on termination.
- (3) The Employer will assess each application for cultural leave on its merits and give consideration to the personal circumstances of the practitioner seeking the leave.
- (4) The Employer may request reasonable evidence of the legitimate need for the practitioner to be allowed time off.
- (5) If an Employer requires a practitioner to attend to business associated with an ATSI organisation, or an organisation that works to facilitate ATSI interests, the attendance is considered to be a part of the practitioner's normal duties and the practitioner need not access leave under this or any other clause to enable it.

#### **42. DONOR LEAVE**

- (1) Subject to operational convenience, a practitioner will be granted paid leave for the purpose of donating blood or plasma to approved donor centres.
- (2)
  - (a) Subject to the production of appropriate evidence, a practitioner will be entitled to up to 5 days paid leave for the purpose of donating an organ or body tissue.
  - (b) If this paid leave is not sufficient and upon the production of a medical certificate, a practitioner may access their accrued sick leave or other paid leave in order to cover their absence.

#### **43. PARENTAL LEAVE**

- (1) Definitions
  - (a) "Child" means a child of the practitioner under the age of one year except for adoption of a child where "child" means a person under the age of 16 years of age who is placed with the practitioner for the purpose of adoption, other than a child or step-child of the practitioner or of the partner of the practitioner or child who has previously lived continuously with the practitioner for a period of 6 months or more.
  - (b) "Practitioner" includes full time practitioners, part-time practitioners, permanent practitioners, fixed term contract practitioners up until the end of their contract period, and "eligible" casual practitioners.
  - (c) A casual practitioner is "eligible" if the practitioner –
    - (i) has been engaged on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and
    - (ii) but for an expected birth of a child to the practitioner or the practitioner's partner or an expected placement of a child with the practitioner with a



view to the adoption of the child by the practitioner, would have a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.

- (d) Without limiting subclause (1)(c) of this clause, a casual practitioner is also “eligible” if the practitioner -
    - (i) was engaged on a regular and systematic basis for a sequence of periods during a period (the first period of employment) of less than 12 months; and
    - (ii) at the end of the first period of employment, the practitioner ceased, on the Employer’s initiative, to be so engaged by the Employer; and
    - (iii) the Employer later again engaged the practitioner on a regular and systematic basis for a further sequence of periods during a period (the second period of employment) that started not more than three months after the end of the first period of employment; and
    - (iv) the combined length of the first period of employment and the second period of employment is at least 12 months; and
    - (v) the practitioner, for an expected birth of a child to the practitioner or the practitioner’s partner or an expected placement of a child with the practitioner with a view to the adoption of the child by the practitioner, would have a reasonable expectation of continuing engagement on a regular and systematic basis.
  - (e) "Primary Care Giver" is the practitioner who will assume the principal role for the care and attention of a child/children. The Employer may require confirmation of primary care giver status.
- (2) Basic entitlement
- (a) Practitioners are entitled to 52 weeks parental leave in relation to the birth or adoption of their child.
  - (b) Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
    - (i) an unbroken period of up to 8 weeks at the time of the birth of the child;
    - (ii) an unbroken period of up to 8 weeks at the time of adoption / placement of the child; or
    - (iii) where the Employer agrees.
  - (c) In order to demonstrate to the Employer that, subject to subclause 2(b) of this clause, only one parent will be off on parental leave at a time a practitioner will, when applying for parental leave, provide the Employer with a statutory declaration stating particulars of any period of parental leave sought or taken by his or her partner.
  - (d) Where parental leave is accessed pursuant to 2(b), subject to available credits a practitioner may also substitute one weeks’ unpaid parental leave with paid sick leave.
  - (e) Except as provided by subclause (18) of this clause, parental leave is unpaid.
- (3) Birth of a child

- (a) A pregnant practitioner will provide to the Employer at least 10 weeks in advance of the expected date of birth:
    - (i) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of birth; and
    - (ii) written notification of the date on which she proposes to commence parental leave, and the period of leave to be taken.
  - (b) Subject to subclause (3)(c) of this clause and unless agreed otherwise between Employer and practitioner, a pregnant practitioner may commence parental leave at any time within 6 weeks immediately prior to the expected date of the birth.
  - (c) Where a practitioner continues to work within the 6 week period immediately prior to the expected date of birth, or where the practitioner elects to return to work within six weeks after the birth of the child, an Employer may require the practitioner to provide a medical certificate stating that she is fit to work on her normal duties.
  - (d) Where the pregnancy of a practitioner terminates after 27 weeks and the practitioner has not commenced parental leave, the practitioner may take unpaid leave (to be known as special parental leave) for such period as a registered medical practitioner certifies as necessary, except that where a practitioner is suffering from an illness not related to the direct consequences of the delivery, the practitioner will be entitled to access paid personal leave to which she is entitled, in lieu of, or in addition to, special parental leave.
  - (e) Where leave is granted under subclause (3)(d) of this clause, during the period of leave a practitioner may return to work at any time, as agreed between the Employer and the practitioner provided that time does not exceed 4 weeks from the recommencement date desired by the practitioner.
  - (f) Where the pregnancy of a practitioner then on parental leave terminates other than by the birth of a living child, it will be the right of the practitioner to resume work at a time nominated by the Employer which will not exceed 4 weeks from the date of notice in writing by the practitioner to the Employer that she desires to resume work.
  - (g) Where a practitioner then on parental leave suffers illness related to her pregnancy, she may take such paid personal leave as to which she is then entitled and such further unpaid leave (to be known as special parental leave) as a registered medical practitioner certifies as necessary before her return to work provided that the aggregate of paid personal leave, special parental leave and parental leave will not exceed 12 months.
- (4) Adoption of a child
- (a) The practitioner will notify the Employer at least 10 weeks in advance of the date of commencement of parental leave and the period of leave to be taken. A practitioner may commence parental leave prior to providing such notice where through circumstances beyond the control of the practitioner, the adoption of a child takes place earlier.
  - (b) The Employer may require a practitioner to provide confirmation from the appropriate government authority of the placement.
  - (c) The Employer will grant a practitioner who is seeking to adopt a child such

unpaid leave as is required by the practitioner to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the practitioner, the Employer may require the practitioner to take such leave in lieu of unpaid leave.

- (d) Where the placement of child for adoption with a practitioner does not proceed or continue, the practitioner will notify the Employer immediately and the Employer will nominate a time not exceeding 4 weeks from the date of notification for the practitioner's return to work.

(5) Partner leave

A practitioner will provide to the Employer, at least 10 weeks prior to each proposed period of parental leave:

- (a)
  - (i) for the birth of a child, a certificate from a registered medical practitioner which names the practitioner's partner, states that she is pregnant and the expected date of birth, or states the date on which the birth took place; or
  - (ii) for the adoption / placement of a child the Employer may require a practitioner to provide confirmation from the appropriate government authority of the placement, and
- (b) written notification of the date on which the practitioner proposes to start and finish the period of parental leave.

(6) Variation of notice period

Notwithstanding the requirement to give at least 10 weeks' notice of the date of commencement of parental leave, such notice may be for a greater or lesser period, where it is necessary to vary the date of commencement of parental leave due to a variation in the actual date of arrival of the child. Such variation does not count as a variation for the purposes of subclause (7) of this clause.

(7) Variation of period of parental leave

Unless agreed otherwise between the Employer and practitioner, a practitioner may apply to their Employer to change the period of parental leave on one occasion. Any such change will be notified at least four weeks prior to the commencement of the changed arrangements.

(8) Parental leave and other entitlements

- (a) A practitioner may in lieu of or in conjunction with parental leave, access other paid leave entitlements which the practitioner has accrued, such as annual leave, long service leave, and TOIL or other time off entitlements accrued under flexible working arrangements, subject to the total amount of leave not exceeding 52 weeks.
- (b) Subject to all other leave entitlements being exhausted a practitioner will be entitled to apply for leave without pay following parental leave by up to 2 years. The Employer's approval, which may not be unreasonably withheld, is required for such an extension.

(9) Transfer to a safe job

- (a) If the practitioner gives her Employer a medical certificate from a medical practitioner containing a statement to the effect that, in the medical practitioner's opinion, the practitioner is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of:

- (i) illness, or risks, arising out of her pregnancy; or
- (ii) hazards connected with that position; then

the Employer must modify the duties of the position or alternatively transfer the practitioner to a safe job at the same classification level for the period during which she is unable to continue in her present position.

- (b) If the practitioner's Employer does not think it to be reasonably practicable to modify the duties of the position or transfer the practitioner to a safe job the practitioner is entitled to paid leave for the period during which she is unable to continue in her present position.
  - (c) An entitlement to paid leave provided in subclause (9)(b) of this clause is in addition to any other leave entitlement the practitioner has and is to be paid the amount the practitioner would reasonably have expected to be paid if the practitioner had worked during that period.
  - (d) An entitlement to paid leave provided in subclause (9)(b) of this clause ends at the earliest of whichever of the following times is applicable:
    - (i) the end of the period stated in the medical certificate;
    - (ii) if the practitioner's pregnancy results in the birth of a living child – the end of the day before the date of birth;
    - (iii) if the practitioner's pregnancy ends otherwise than with the birth of a living child – the end of the day before the end of the pregnancy.
- (10) Entitlement to Part-Time employment
- (a) Where a practitioner is pregnant, and has a doctors certificate advising that it would be preferable for the practitioner to work part-time; the practitioner may enter into an agreement, the terms of which are to be in writing, work part-time in one or more periods at any time up to the child's third birthday or until the third anniversary of the placement of the child.
  - (b) The work to be performed part-time need not be the work performed by the practitioner in his or her former position.
- (11) Communication during Parental Leave
- (a) Where a practitioner is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer will take reasonable steps to:
    - (i) make information available in relation to any significant effect the change will have on the location, status or responsibility level of the position the practitioner held before commencing parental leave; and
    - (ii) provide an opportunity for the practitioner to discuss any significant effect the change will have on the location, status or responsibility level of the position the practitioner held before commencing parental leave.
  - (b) The practitioner will take reasonable steps to inform the Employer about any significant matter that will affect the practitioner's decision regarding the duration of parental leave to be taken, whether the practitioner intends to return to work and whether the practitioner intends to return to work on a part-time basis.
  - (c) The practitioner will also notify the Employer of changes of address or other

contact details which might affect the Employer's capacity to comply with subclause (11)(a) of this clause.

(12) Keeping in touch days

- (a) A practitioner may perform work for the Employer on a keeping in touch day while taking unpaid parental leave. If the practitioner does so, the performance of that work does not break the continuity of the period of unpaid parental leave.
- (b) A day on which the practitioner performs work for the Employer during the period of leave is a keeping in touch day if:
  - (i) the purpose of performing the work is to enable the practitioner to keep in touch with their employment in order to facilitate a return to that employment after the end of the period of leave; and
  - (ii) both the practitioner and the Employer consent to the practitioner performing work for the Employer on that day; and
  - (iii) the day is not within:
    - (A) if the practitioner suggested or requested that they perform work for the Employer on that day – 14 days after the date of birth, or day of placement, of the child to which the period of leave relates; or
    - (B) otherwise – 42 days after the date of birth, or day of placement, of the child; and
  - (iv) the practitioner has not already performed work for the Employer or another entity on 10 days during the period of leave that were keeping in touch days.

The duration of the work the practitioner performs on that day is not relevant for the purposes of this subclause.
- (c) The Employer will pay the practitioner for the work performed on a keeping in touch day.
- (d) For the purposes of subclause (12)(b)(iv) of this clause, the Employer will treat as two separate periods of unpaid parental leave:
  - (i) a period of unpaid parental leave taken during the practitioner's available parental leave periods; and
  - (ii) a period of unpaid parental leave as an extension of the leave referred to in paragraph (a) for a further period immediately following the end of the available parental leave period.

(13) Unpaid parental leave not extended by paid leave or keeping in touch days.

If, during a period of unpaid parental leave, a practitioner:

- (a) takes paid leave; or
- (b) performs work for the Employer on a keeping in touch day;

taking that leave or performing that work does not have the effect of extending the period of unpaid parental leave.

(14) Returning to work after a period of parental leave or part-time work

- (a) A practitioner will confirm the intention to return to work by notice in writing to the Employer not less than four weeks prior to the expiration of parental leave.

- (b) A practitioner on return to work from parental leave will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the practitioner's skill and abilities as the substantive position held immediately prior to proceeding on parental leave.
  - (c) Where the practitioner was transferred to a safe job or proceeded on leave as provided for in subclause (9)(b) of this clause, the practitioner is entitled to return to the position occupied immediately prior to the commencement of leave.
  - (d) A practitioner may return on a part-time or job-share basis to the substantive position occupied prior to the commencement of leave or to a different position at the same classification level.
  - (e) A practitioner may return on a modified basis that involves the employee working on different days or at different times, or both; or on fewer days or for a fewer hours or both, than the practitioner worked immediately before starting parental leave.
  - (f) Subject to the Employer's approval a practitioner who has returned on a part-time or modified basis may revert to how the practitioner worked immediately before starting parental leave or full time work at the same classification level within two years of the recommencement of work.
  - (g) The Employer will only refuse such a request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include:
    - (i) cost;
    - (ii) lack of adequate replacement staff;
    - (iii) loss of efficiency; and
    - (iv) the impact on customer service.
  - (h) A practitioner who believes their request has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the Employer to demonstrate that the refusal was justified in the circumstances.
- (15) Replacement practitioners
- (a) A replacement practitioner is a practitioner specifically engaged or temporarily promoted or transferred, as a result of a practitioner proceeding on parental leave.
  - (b) A replacement practitioner will be informed of the temporary nature of the employment and of the rights of the practitioner who is being replaced.
- (16) Notwithstanding any agreement or other provision to the contrary:
- (a) absence on parental leave will not break the continuity of service of a practitioner but will not be taken into account in calculating the period of service for any purpose of this Agreement.
  - (b) commencement of part-time employment in accordance with this clause, and return from part-time to full time work under this clause, will not break the continuity of service or employment.
- (17) Casual employment during parental leave

- (a) Notwithstanding any other provision of this clause, a practitioner may be employed on a casual basis during a period of parental leave, provided that any period of such service will not count as service for the purposes of any other provision of this Agreement, and will not break the continuity of employment of such a practitioner nor change the practitioner's employment status in regard to their substantive employment.
- (b) A practitioner will not be engaged by the Employer as a casual practitioner whilst the practitioner is on a period of paid parental leave, or a period of accrued annual or long service leave taken concurrently with a period of unpaid parental leave.
- (c) A practitioner engaged for casual work pursuant to this subclause will be employed at a level commensurate to the level of the available casual position.

(18) Paid parental leave

Paid parental leave will be granted to practitioners subject to the following:

- (a) A practitioner, other than an eligible casual practitioner, who is the primary care giver, and who has completed 12 months continuous service with any of the Employers, a Contracted State Entity or any Commonwealth, State or Territory public sector body or authority, will be entitled from the anticipated birth date or for the purposes of adoption from the date of placement of the child, or from a later date nominated by the primary care giver, to fourteen (14) weeks paid parental leave that will form part of the 52 week entitlement.
- (b) A pregnant practitioner can commence the period of paid parental leave any time from six weeks before the expected date of birth.
- (c) A practitioner may take the paid parental leave specified in this subclause of this clause at half pay for a period equal to twice the period to which the practitioner would otherwise be entitled.
- (d) Definitions  
"Continuous service" means service under an unbroken contract of employment and includes any period of:
  - (i) leave taken in accordance with this clause;
  - (ii) part-time employment worked in accordance with this Agreement; and
  - (iii) leave of absence authorised by the Employer.
- (e) Only one period of paid parental leave is available for each birth or adoption.
- (f) Contract practitioners' paid parental leave cannot continue beyond the expiry date of their contract.
- (g)
  - (i) Paid parental leave will be paid at the rate of salary applicable at the time the leave is taken and will not include the payment of allowances or penalty payment, except those included at Schedule 1 – Table 2 – Senior Practitioners – Arrangement A salary.
  - (ii) Notwithstanding this subclause, parental leave may be paid either before or after any other paid leave taken during a period of parental leave.
- (h) Absence on paid parental leave counts as qualifying service for the purpose of accruing entitlements to personal leave, annual leave or long service leave.

- (i) The Employer may request evidence of primary care giver status.
- (j) Part-time practitioners whose ordinary working hours have been subject to variations during the preceding 12 months may elect to average these hours for the purposes of calculating payment for paid parental leave. Alternatively, the practitioner may elect to be paid their ordinary working hours at the time of commencement of paid parental leave.
- (k) Subject to the provisions of this subclause, all other provisions of this clause apply to practitioners on paid parental leave.
- (l) An “eligible” casual practitioner has no entitlement to paid leave under this clause with the exception of the entitlement to paid leave as provided under subclause (9)(b) of this clause. Nothing in this clause confers a change in the employment status of a casual practitioner.

#### **44. SUPERANNUATION ON UNPAID PARENTAL LEAVE**

- (1) A practitioner or eligible casual practitioner who is entitled to unpaid parental leave is eligible for superannuation contributions to be paid for up to 12 weeks of unpaid parental leave. Superannuation contributions under this clause will be:
  - (a) paid on the first 12 weeks of unpaid parental leave taken by the practitioner or, if a practitioner takes less than 12 weeks, on the total period actually taken;
  - (b) payment pursuant to this clause cannot continue beyond the expiry date of a practitioner’s contract;
  - (c) made directly into the practitioner’s nominated superannuation account following the conclusion of the period of leave in relation to which contributions are payable; and
  - (d) made in accordance with the *State Superannuation Act 2000 (WA)*, *State Superannuation Regulations 2001 (WA)* and applicable superannuation fund rules.
- (2) Superannuation contributions will be calculated in accordance with the following:
  - (a) for full time practitioners, the ordinary working hours at the time of commencement of parental leave;
  - (b) for part time and/or sessional practitioners, an average of the hours worked by the practitioner over the preceding 12 months; or their ordinary working hours at the time of commencement of parental leave, whichever is greater; or
  - (c) for eligible casual practitioners, an average of the hours worked by the eligible casual employee over the preceding 12 months,exclusive of shift and weekend penalties.

#### **45. WITNESS AND JURY SERVICE LEAVE**

- (1) Witness Leave
  - (a) A practitioner subpoenaed or called, as a witness to give evidence in any proceeding will as soon as practicable notify the Employer.
  - (b) Where a practitioner is subpoenaed or called as a witness to give evidence in an official capacity that practitioner will be granted by the Employer leave of absence with full pay, but only for such period as is required to enable the practitioner to carry out duties related to being a witness. If the practitioner is on



any form of paid leave, the leave involved in being a witness will be reinstated, subject to the satisfaction of the Employer. If the practitioner is required to attend court prior to 12 noon, the practitioner will not be rostered for night duty prior to court attendance. The practitioner is not entitled to retain any witness fee but will pay all fees received into Consolidated Revenue Fund. The receipt for such payment with a voucher showing the amount of fees received will be forwarded to the Employer.

- (c) A practitioner subpoenaed or called as a witness to give evidence in an official capacity shall, in the event of non-payment of the proper witness fees or travelling expenses as soon as practicable after the default, notify the Employer.
  - (d) A practitioner subpoenaed or called, as a witness on behalf of the Crown, not in an official capacity will be granted leave with full pay. If the practitioner is on any form of paid leave, this leave will not be reinstated as such witness service is deemed to be part of the practitioner's civic duty. The practitioner is not entitled to retain any witness fees but will pay all fees received into Consolidated Revenue Fund.
  - (e) A practitioner subpoenaed or called as a witness under any other circumstances other than specified in subclauses (1)(b) and (d) of this clause will be granted leave of absence without pay except when the practitioner makes an application to clear accrued leave in accordance with the Agreement provisions.
- (2) Jury Service
- (a) A practitioner required to serve on a jury will as soon as practicable after being summoned to serve, notify the Employer. If the practitioner is required to attend court prior to 12 noon, the practitioner will not be rostered for night duty prior to court attendance.
  - (b) A practitioner other than a casual practitioner required to attend for jury service will be granted by the Employer leave of absence with full pay, but only for such period as is required to enable the practitioner to carry out duties as a juror.
  - (c) A practitioner granted leave as prescribed in subclause (2)(b) of this clause is not entitled to retain any jurors' fees but will pay all fees received into Consolidated Revenue Fund. The receipt for such payment will be forwarded with a voucher showing the amount of juror's fees received to the Employer.

#### **46. LEAVE FOR OFFICE BEARERS**

National Office bearers of Medical Colleges and their Faculties (formally recognised by the Australian Medical Council), the Medical Board and such associations as agreed between the Employer and the Association will be allowed up to 5 days paid leave each year to attend to the functions required of the Office.

#### **47. SPECIAL LEAVE**

- (1) Special leave with or without pay for conferences, to undertake training, further professional skills and other purposes including study leave may be granted. Where a practitioner requests special leave with or without pay, the Employer will give due consideration to granting such leave. If refused, the reasons for refusal will be provided in writing if requested by the practitioner.
- (2) If special leave without pay is approved, a practitioner may elect to retain accrued leave entitlements for a period of up to 24 months, as negotiated between the Employer and

the practitioner.

- (3) The period of leave will not count as service but will not break service for the purposes of calculating leave entitlements, except under specified circumstances provided in Clause 38 – Long Service Leave.
- (4) If a practitioner does not immediately return to employment with the Employer following a period of unpaid special leave, any retained accrued entitlements which are paid on termination pursuant to this Agreement, will be paid as if the practitioner's employment had terminated on the date special leave without pay commenced.

#### **48. ACCOMMODATION AND FACILITIES**

The Employer must provide the following facilities for the use of doctors: changing room; common room; shower facilities; access to computer, internet and email facilities.

#### **49. PROTECTIVE CLOTHING AND UNIFORMS**

- (1) Protective clothing will be supplied free of charge to each practitioner as required and will be laundered by the Employer.
- (2) If the Employer requires uniforms to be worn they will be supplied free of charge to each practitioner as required and will be laundered by the Employer.
- (3) Practitioners will be provided with appropriate change and safe storage facilities.
- (4) Any such clothing or uniforms will remain the property of the Employer and must be returned at the completion of the practitioner's period of service.

#### **50. TRAVEL ALLOWANCE**

- (1) Practitioners who use their own motor vehicle for:
  - (a) call-backs out of normal working hours; or
  - (b) travelling between sites where the practitioner works at multiple sites or is seconded to work at another site;

will be reimbursed for the kilometres travelled in accordance with the appropriate rates set out in Schedule F - Motor Vehicle Allowance of the *Public Service Award 1992*.

- (2) This provision does not apply to travel between the practitioner's place of residence and daily place of work.
- (3) Where a practitioner is required by the Employer to work at multiple sites or is seconded to work at another site, payment will be made for any additional travel in excess of travel between the practitioner's home and primary place of work, compared to the practitioner's secondary place of work or secondment.

#### **51. CALCULATION OF PENALTIES**

If a practitioner works hours which would entitle that practitioner to payment of more than one of the monetary penalties payable in accordance with the relevant overtime, public holidays, on call and recall or shift and weekend work provisions of this Agreement, only the highest of any such penalty will be payable.

#### **52. MEAL ALLOWANCES**

- (1) A practitioner:
  - (a) who works 10 hours or more (exclusive of rest breaks); or

- (b) who is required to work overtime which necessitates the taking of a meal away from the practitioner's usual place of residence,

will be paid a meal allowance as follows:

Breakfast	\$10.80
Lunch	\$13.30
Dinner	\$15.95
Supper	\$10.80

Where the Employer provides a meal (as distinct from a meal ticket that cannot be used at the time) to the practitioner, the relevant meal allowance is not paid.

- (2) These rates will be automatically adjusted in accordance with adjustments to the rates prescribed in Schedule H - Overtime Allowance of the *Public Service Award 1992*.

### **53. CLAIMS FOR PAYMENT OF ENTITLEMENTS**

- (1) (a) Practitioners will submit claims for payment of overtime, recalls or other entitlements for which they have not been formally rostered in the pay period within which the entitlement arose or in the following period.
- (b) Any claim that is not accepted or requires clarification will be clearly communicated back to the practitioner and if the practitioner requests reasons in writing, reasons will be provided in writing to facilitate resolution.

#### **(2) Payment Details**

- (a) Practitioners will be provided with a payslip which summarises their fortnightly details including:
- (i) Ordinary hours paid
  - (ii) Overtime hours paid
  - (iii) Penalty rates paid
  - (iv) Allowances paid
  - (v) On Call and Recall Hours paid
  - (vi) Leave entitlements paid
- (b) If a practitioner seeks clarification on any matter, clarification will be given to the practitioner and if the practitioner requests that clarification in writing, it will be provided in writing.

### **54. RECOVERY OF UNDERPAYMENTS AND OVERPAYMENTS**

#### **(1) Underpayments**

- (a) Where a practitioner is underpaid in any manner:
- (i) the Employer will, once the Employer is aware of the underpayment, rectify the error as soon as practicable;
  - (ii) where possible the underpayment will be rectified no later than in the pay period immediately following the date on which the Employer is aware that an underpayment has occurred; and
  - (iii) where a practitioner can demonstrate that an underpayment has created serious financial hardship, the practitioner will be paid by way of a special payment as soon as practicable.

- (b) An Employer will compensate a practitioner for costs resulting directly from an underpayment, where it is proven that the costs resulted directly from the underpayment. This includes compensation for overdraft fees, dishonoured cheque costs, and dishonour fees related to routine deductions from the bank account into which a practitioner's salary is paid.
  - (c) Nothing in this clause will be taken as precluding the practitioner's legal right to pursue recovery of underpayments.
- (2) Overpayments
- (a) The Employer has an obligation under the *Financial Management Act 2006* (WA) to account for public monies. This requires the Employer to recover overpayments made to a practitioner.
  - (b) Any overpayment will be repaid to the Employer within a reasonable period of time.
  - (c) Where an overpayment is identified and proven, the Employer will provide the practitioner with the written details of the overpayment and notify the practitioner of their intent to recover the overpayment. Written details of the overpayment will include:
    - (i) explanation of the basis of the overpayment; and
    - (ii) sufficient information to assess the Employer's calculations of the overpayment.
  - (d) Where the practitioner accepts that there has been an overpayment, arrangements for the recovery of the overpayment will be negotiated between the Employer and practitioner.
  - (e) If agreement on a repayment schedule cannot be reached within a reasonable period of time, the Employer may deduct the amount of the overpayment over the same period of time that the overpayment occurred provided:
    - (i) the Employer may not deduct or require a practitioner to repay an amount exceeding 10% of the practitioner's net pay in any one pay period without the practitioner's agreement; and
    - (ii) where necessary, an Employer may deduct money over a period of time greater than the period of time over which the overpayment occurred.
  - (f) If the practitioner disputes the existence of an overpayment and the matter is not resolved within a reasonable period of time, the matter should be dealt with in accordance with Clause 59 - Dispute Settlement Procedure. No deductions relating to the overpayment will be made from the practitioner's pay while the matter is being dealt with in accordance with the Dispute Settlement Procedure.
  - (g) Nothing in this clause will be taken as precluding the Employer's legal right to pursue recovery of overpayments.
  - (h) Where an Employer alters the pay cycle or pay day, any consequential variations to a practitioner's fortnightly salary and/or payments to compensate will not be considered an overpayment for the purposes of this clause.
  - (i) (i) In the case of senior practitioners, "pay" for the purposes of determining "net pay" will include either Arrangement A Salary or Arrangement B Salary, and professional development allowance or such amounts as are paid on a regular weekly basis in substitution for any combination of

salary, and professional development allowance.

- (ii) In the case of a Doctor in Training, “pay” for the purposes of determining “net pay” includes base salary and professional development allowance or such amounts as are paid on a regular weekly basis in substitution for any combination of base salary and professional development allowance.

## **55. SALARY PACKAGING**

- (1) For the purposes of this Agreement, salary packaging will mean an arrangement whereby the wage or salary benefit arising under a contract of employment is reduced, with another or other benefits to the value of the replaced salary being substituted and due to the practitioner.
- (2) A practitioner may, by agreement with the Employer, enter into a salary packaging arrangement.
- (3) The Employer will not unreasonably withhold agreement to salary packaging on request from a practitioner.
- (4) The Employer will not require a practitioner to enter into a salary packaging arrangement, provided that this clause will not impinge on any additional Employer provided benefits.
- (5) A salary packaging arrangement will be formulated and operate on the basis that, on balance, there will be no material disadvantage to the practitioner concerned, and will be cost neutral in relation to the total employment cost to the Employer.
- (6) A salary packaging arrangement must comply with relevant taxation laws and the Employer will not be liable for additional tax, penalties or other costs payable or which may become payable by the practitioner.
- (7) In the event of any increase or additional payments of tax or penalties associated with the employment of the practitioner, or the provision of Employer benefits under the salary packaging agreement, such tax, penalties and any other costs will be borne by the practitioner.
- (8) A practitioner may elect to cancel any salary packaging arrangement by giving a minimum of four weeks’ notice.
- (9) The Employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks’ notice if the Employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the Employer cannot retrospectively cancel any salary packaging arrangement.
- (10) Notwithstanding subclauses (8) and (9) of this clause, the Employer and the Practitioner may agree to forgo the notice period.
- (11) The cancellation of salary packaging will not cancel or otherwise effect the operation of this Agreement.
- (12) For the purposes of this provision, any penalty rate, loading or other salary related allowances which would ordinarily be calculated on the basis of the salary rates expressed in Schedule 1 - Table 3 -Senior Practitioners - Arrangement B Salary will continue to be so calculated despite an election to participate in any salary packaging arrangement.
- (13) For the purposes of this provision, Employer contributions to a complying superannuation fund will be made on the basis of pre-packaging salary rates. To avoid

doubt, Employer contributions will not be reduced as a result of a practitioner participating in salary packaging pursuant to this provision.

- (14) The Employer may at any time vary the range of benefits provided or the conditions under which benefits are provided however the Employer will not differentiate between different class of practitioners across WA Health in terms or range of benefits or the conditions under which benefits are provided.
- (15) If a practitioner is found to have committed misconduct in the claiming a salary packaging benefit, without limiting any other action the Employer may take in respect of the misconduct, the Employer is entitled to prospectively cease to provide some or all salary packaging benefits either indefinitely or for any period determined by the Employer.

## **56. PROFESSIONAL RESPONSIBILITIES / CONFIDENTIALITY**

### **(1) Professional Responsibilities**

- (a) The parties recognise:
  - (i) the importance of clinical independence in the context of the appropriate clinical governance framework and the primacy of the professional responsibility of practitioners to their patients.
  - (ii) that practitioners are professionally responsible and accountable to the statutory authorities including the Medical Board established under the *Health Practitioner Regulation National law (WA) Act 2010*.
  - (iii) that practitioners are responsible and accountable under the ethical codes and standards of relevant colleges and professional associations and under the *Public Sector Management Act 1994 (WA)*.
  - (iv) the need to provide best practice services and for practitioners to participate in the development and management of the health system and particular services.
- (b) The Employer undertakes to provide the appropriate time and resources for practitioners to meet these responsibilities.

### **(2) (a) Practitioners will undertake such professional and other duties as are from time to time prescribed by the Employer at each of the facilities in which the practitioner from time to time works.**

- (b) Without limiting the generality of the foregoing or the primacy of the job descriptions, policies and procedures the Employer may from time to time prescribe, practitioners agree to work diligently to improve productivity and efficiency and this work will include but is not limited to:
  - (i) All practitioners with the ability to charge private and compensable patients and others on whom a fee can legitimately be raised will maximise their rights to bill. The health service will provide timely assistance to mutually achieve this goal.
  - (ii) Heads of Departments will ensure that practitioners at all levels will adhere to activity and cost of service targets that are set for their departments under activity based funding, as determined and adjusted from time to time through the State budget. In doing so, practitioners will undertake processes of continuous improvement in terms of efficiency, effectiveness and quality and safety of services.

- (iii) All practitioners will work with and promote the targets for emergency department and elective surgery performance under the WA Emergency Access Target (WEAT) and WA Elective Surgery Target (WEST) policies.
  - (iv) All practitioners will work with the hospital/health service to achieve the 10 mandated standards of the Australian Commission on Safety and Quality in Healthcare.
  - (v) All practitioners who have accrued in excess of 2 years of annual leave will apply to take and will take at the operational convenience of the hospital sufficient leave to ensure their annual leave does not exceed 2 years entitlement. Provided that where practitioners have accrued extensive periods of leave and are not able to reduce their entitlement as required by this clause due to operational requirements or extenuating personal circumstances, a leave management plan will be agreed with the Head of Department or Director of Medical Services for taking the leave. Leave vacancies will not be back filled for leave that is two weeks or under except on urgent clinical or service grounds and only then on the approval of the hospital or health service Executive Director.
  - (vi) All practitioners will support and be actively involved in assisting in the implementation of health and hospital reforms including the establishment and operations of new facilities including but not limited to the Fiona Stanley Hospital and Perth Children's Hospital.
- (c) The Association and the Employer parties will jointly monitor adherence to these commitments through a joint oversight committee the terms of reference, composition and membership of which will be as determined from time to time by agreement between the parties.

(3) Confidentiality

A practitioner will not be bound, without the patient's consent, to divulge any information which the practitioner has acquired in attending the patient to any person other than the Director of Medical Services or their Deputy or equivalent, other than in accordance with the requirements of this Agreement or as otherwise prescribed by law or any relevant agreement between the Association and the Employer.

(4) Performance Management

The parties are committed to operating appropriate Performance Management Systems to assist practitioners and hospitals in providing quality services and positively addressing issues. The key component of this system is the regular involvement of all medical staff in performance appraisal.

(5) Teaching

- (a) The parties acknowledge the important role of practitioners in providing training of doctors in training in the achievement and maintenance of a sufficient medical workforce. It is further acknowledged that adequate levels of training for doctors in training are necessary to the maintenance of acceptable standards of quality and safety.
- (b) The Employer may require a practitioner, excluding interns, to engage in medical education/teaching as directed.

## **57. OCCUPATIONAL SAFETY AND HEALTH**

- (1) The Employer will maintain an Occupational Safety and Health Representative Register.
- (2) No practitioner can be compelled to act as an Occupational Safety and Health Representative.
- (3) The Occupational Safety and Health Representative Register will record the following information for each representative:
  - (a) name;
  - (b) department/ward;
  - (c) site;
  - (d) job title/occupation;
  - (e) date of election as a representative; and
  - (f) training details on completion of relevant occupational safety and health training courses, including initial and refresher training dates.
- (4) The Employer will provide detail as per subclause (3) of this clause to the Association and System Manager every 6 months.
- (5) On 31 January each year, the System Manager will provide a year to date summary of the Occupational Safety and Health Representative Register for the WA Health System to the Department of Mine, Industry Regulation and Safety – Government Sector Labour Relations.

## **58. INTRODUCTION OF CHANGE**

- (1)
  - (a) If the Employer has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that are likely to have significant effects on practitioners, the Employer will notify the practitioners who may be affected by the proposed changes and the Association.
  - (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the Employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of practitioners to other work or locations and restructuring of jobs.

If this Agreement provides for alteration of any of the matters referred to herein an alteration will be deemed not to have significant effect.
- (2)
  - (a) The Employer will discuss with the practitioners affected and the Association, inter alia, the introduction of the changes referred to in subclause (1) hereof, the effects the changes are likely to have on practitioners, measures to avert or mitigate the adverse effects of such changes on practitioners and will give prompt consideration to matters raised by the practitioners and/or the Association in relation to the changes.
  - (b) The discussion will commence as early as practicable after a firm decision has been made by the Employer to make the changes referred to in subclause (1) hereof.
  - (c) For the purposes of such discussion, the Employer will provide to the



practitioners concerned and the Association, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on practitioners and any other matters likely to affect practitioners, but the Employer will not be required to disclose confidential information the disclosure of which would be inimical to their interests.

## **59. DISPUTE SETTLEMENT PROCEDURES**

- (1) Subject to Clause 4 - No Further Claims, to the provisions of the *Industrial Relations Act 1979* (WA) and Clause 58 - Introduction of Change, any questions, disputes or difficulties raised by a party to this Agreement, will be settled in accordance with the following procedures.
- (2) If the matter is raised by a practitioner, or a group of practitioners, the following steps will be observed -
  - (a) The practitioner(s) concerned will discuss the matter with the Head of Department. If the matter cannot be resolved at this level the Head of Department will, within three working days, refer the matter to the Director of Medical Services and the practitioner(s) will be advised accordingly.
  - (b) The Director of Medical Services will, if so able, answer the matter raised within one week of it being referred and, if the Director of Medical Services is not able, refer the matter to the Hospital Executive for its attention, and the practitioner(s) will be advised accordingly.
  - (c) If the matter has been referred in accordance with paragraph (b) above the practitioner(s) or the appropriate Association hospital medical practitioner representative will notify the Association, to enable the opportunity of discussing the matter with the Employer.
  - (d) The Employer will, as soon as practicable after considering the matter before it, advise the practitioner(s) or, if necessary, the Association of its decision. Such advice will be given within one month of the matter being referred to the Employer.
  - (e) If the parties agree that a matter is non-industrial it may by agreement be referred to other appropriate bodies (e.g. relevant Colleges) for advice and/or assistance.
  - (f) Nothing in this procedure will prevent the parties agreeing to shorten or extend the periods prescribed.
- (3) Subject to Clause 4 - No Further Claims, should a question, dispute or difficulty remain in dispute after the above processes have been exhausted the matter may:
  - (a) be referred by either party to the Western Australian Industrial Relations Commission (the persons involved in the question, dispute or difficulty must confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking these matters to the Commission); or
  - (b) if the parties agree, be referred to another independent arbitrator chosen by the parties or as a last resort nominated by the Western Australian Industrial Relations Commission. In such a case:
    - (i) either party may be represented in the arbitration by an agent or legal practitioner and will bear the costs of that representation;
    - (ii) the Employer will meet the costs of the arbitration, but if the arbitrator determines that a claim is frivolous or vexatious, the arbitrator may

assign the costs of the arbitration (but not the costs of representation) against the claimant or apportion them in any manner between the parties. The parties undertake to accept the arbitrated decision as final and binding.

- (4) System wide issues will be dealt with by discussions between the appropriate Association official(s) and Employer representative(s). Should a matter remain in dispute after discussions have been exhausted it may be dealt with in accordance with subclause (3).
- (5) While the above procedures are being followed no party will take action, of any kind, which may frustrate a settlement in accordance with the above procedures. The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the above procedures.
- (6) If the Employer seeks to discipline or terminate a practitioner the principles of natural justice will apply and the following steps will be observed:
  - (a) If a practitioner commits a misdemeanour, the practitioner's immediate supervisor or any authorised medical practitioner may reprimand the practitioner so that the practitioner understands the nature and implications of their conduct. The practitioner has a right to be represented when being reprimanded.
  - (b) The first two reprimands will take the form of warnings and, if given verbally, will be confirmed in writing as soon as practicable after the giving of the reprimand.
  - (c) Should it be necessary, for any reason, to reprimand a practitioner three times, the contract of service will, upon the giving of that third reprimand, be terminable in accordance with the provisions of this Agreement.
  - (d) This procedure will not limit the right of the Employer to summarily dismiss a practitioner for misconduct. Nor will it limit the right of a practitioner to refer a claim for alleged wrongful or unlawful termination to a Board of Reference.
- (7) Nothing in this clause constitutes a referral agreement within the meaning of section 12 of the *Employment Dispute Resolution Act 2008* (WA).
- (8) A Board of Reference constituted pursuant to this Agreement is not a Board of Reference within the meaning of the *Industrial Relations Act 1979* (WA) and nothing in this agreement will be construed as meaning any party is obliged to agree to the establishment of the Board of Reference constituted under the *Industrial Relations Act 1979* (WA). A decision of a Board of Reference constituted pursuant to this Agreement is not binding on the Employer or a practitioner.

**PART 5 - SIGNING OF AGREEMENT**



26/08/2022

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Dr. Bennie Ng  
Chief Executive Officer  
Australian Medical Association  
(Western Australia) Incorporated

Date



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Justine Withers  
A/Director  
System-wide Industrial Relations  
For and on behalf of the Employers

26/8/2022  
Date

**SCHEDULE 1 – FULL-TIME ANNUAL BASE SALARY RATES**

**TABLE 1 – DOCTOR IN TRAINING**

Classification and Increment Point	On and from 1 October 2020	\$1,000 on and from 1 July 2022	3% on and from 1 July 2023
Intern	\$79,479	\$80,479	\$82,893
Resident Medical Officer Yr 1	\$87,328	\$88,328	\$90,978
Resident Medical Officer Yr 2	\$95,960	\$96,960	\$99,869
Resident Medical Officer Yr 3	\$105,456	\$106,456	\$109,650
Registrar Yr 1	\$110,678	\$111,678	\$115,028
Registrar Yr 2	\$116,163	\$117,163	\$120,678
Registrar Yr 3	\$124,800	\$125,800	\$129,574
Registrar Yr 4	\$130,990	\$131,990	\$135,950
Registrar Yr 5	\$137,489	\$138,489	\$142,644
Registrar Yr 6	\$144,314	\$145,314	\$149,673
Registrar Yr 7	\$151,479	\$152,479	\$157,053
Senior Registrar Yr 1	\$162,766	\$163,766	\$168,679
Senior Registrar Yr 2	\$170,854	\$171,854	\$177,010
Supervised Medical Officer Yr 1	\$110,678	\$111,678	\$115,028
Supervised Medical Officer Yr 2	\$116,163	\$117,163	\$120,678
Supervised Medical Officer Yr 3	\$124,800	\$125,800	\$129,574
Supervised Medical Officer Yr 4	\$130,990	\$131,990	\$135,950
Supervised Medical Officer Yr 5	\$137,489	\$138,489	\$142,644
Supervised Medical Officer Yr 6	\$144,314	\$145,314	\$149,673
Supervised Medical Officer Yr 7	\$151,479	\$152,479	\$157,053
Supervised Medical Officer Yr 8	\$162,766	\$163,766	\$168,679
Supervised Medical Officer Yr 9	\$170,854	\$171,854	\$177,010
Trainee Medical Administrator Yr 1	\$116,163	\$117,163	\$120,678
Trainee Medical Administrator Yr 2	\$124,800	\$125,800	\$129,574
Trainee Medical Administrator Yr 3	\$130,990	\$131,990	\$135,950
Trainee Medical Administrator Yr 4	\$137,489	\$138,489	\$142,644
Trainee Medical Administrator Yr 5	\$144,314	\$145,314	\$149,673
Trainee Medical Administrator Yr 6	\$151,479	\$152,479	\$157,053
Trainee Medical Administrator Yr 7	\$162,766	\$163,766	\$168,679
Trainee Psychiatrist Yr 1	\$124,800	\$125,800	\$129,574
Trainee Psychiatrist Yr 2	\$130,990	\$131,990	\$135,950
Trainee Psychiatrist Yr 3	\$137,489	\$138,489	\$142,644
Trainee Psychiatrist Yr 4	\$144,314	\$145,314	\$149,673
Trainee Psychiatrist Yr 5	\$151,479	\$152,479	\$157,053
Trainee Psychiatrist Yr 6	\$162,766	\$163,766	\$168,679
Trainee Psychiatrist Yr 7	\$170,854	\$171,854	\$177,010
Trainee Public Health Physician Yr 1	\$116,163	\$117,163	\$120,678
Trainee Public Health Physician Yr 2	\$124,800	\$125,800	\$129,574
Trainee Public Health Physician Yr 3	\$130,990	\$131,990	\$135,950
Trainee Public Health Physician Yr 4	\$137,489	\$138,489	\$142,644
Trainee Public Health Physician Yr 5	\$144,314	\$145,314	\$149,673
Trainee Public Health Physician Yr 6	\$151,479	\$152,479	\$157,053
Trainee Public Health Physician Yr 7	\$162,766	\$163,766	\$168,679

**TABLE 2 – SENIOR PRACTITIONERS – ARRANGEMENT A SALARY**

Classification and Increment Point	On and from 1 October 2020	\$1,000 on and from 1 July 2022	3% on and from 1 July 2023
Consultant Yr 1	\$296,757	\$297,757	\$306,690
Consultant Yr 2	\$306,053	\$307,053	\$316,265
Consultant Yr 3	\$315,811	\$316,811	\$326,315
Consultant Yr 4	\$326,061	\$327,061	\$336,873
Consultant Yr 5	\$336,820	\$337,820	\$347,955
Consultant Yr 6	\$348,116	\$349,116	\$359,589
Consultant Yr 7	\$359,979	\$360,979	\$371,808
Consultant Yr 8	\$372,435	\$373,435	\$384,638
Consultant Yr 9	\$385,515	\$386,515	\$398,110
Health Service Medical Practitioner Yr 1	\$245,133	\$246,133	\$253,517
Health Service Medical Practitioner Yr 2	\$252,324	\$253,324	\$260,924
Health Service Medical Practitioner Yr 3	\$261,175	\$262,175	\$270,040
Non Specialist Qualified Medical Administrator Yr 1	\$252,835	\$253,835	\$261,450
Non Specialist Qualified Medical Administrator Yr 2	\$260,025	\$261,025	\$268,856
Non Specialist Qualified Medical Administrator Yr 3	\$268,877	\$269,877	\$277,973
Non Specialist Qualified Medical Administrator Yr 4	\$278,173	\$279,173	\$287,548
Non Specialist Qualified Medical Administrator Yr 5	\$287,931	\$288,931	\$297,599
Snr Medical Practitioner Yr 1	\$268,877	\$269,877	\$277,973
Snr Medical Practitioner Yr 2	\$278,173	\$279,173	\$287,548
Snr Medical Practitioner Yr 3	\$287,931	\$288,931	\$297,599
Medical Administrator Yr 1	\$296,757	\$297,757	\$306,690
Medical Administrator Yr 2	\$306,053	\$307,053	\$316,265
Medical Administrator Yr 3	\$315,811	\$316,811	\$326,315
Medical Administrator Yr 4	\$326,061	\$327,061	\$336,873
Medical Administrator Yr 5	\$336,820	\$337,820	\$347,955
Medical Administrator Yr 6	\$348,116	\$349,116	\$359,589
Medical Administrator Yr 7	\$359,979	\$360,979	\$371,808
Medical Administrator Yr 8	\$372,435	\$373,435	\$384,638
Medical Administrator Yr 9	\$385,515	\$386,515	\$398,110
Vocationally Registered General Practitioner Yr 1	\$252,835	\$253,835	\$261,450
Vocationally Registered General Practitioner Yr 2	\$260,025	\$261,025	\$268,856
Vocationally Registered General Practitioner Yr 3	\$268,877	\$269,877	\$277,973
Vocationally Registered General Practitioner Yr 4	\$278,159	\$279,159	\$287,534
Vocationally Registered General Practitioner Yr 5	\$287,931	\$288,931	\$297,599

**TABLE 3 – SENIOR PRACTITIONERS – ARRANGEMENT B SALARY**

Classification and Increment Point	On and from 1 October 2020	\$1,000 on and from 1 July 2022	3% on and from 1 July 2023
Consultant Yr 1	\$186,895	\$187,895	\$193,532
Consultant Yr 2	\$196,192	\$197,192	\$203,108
Consultant Yr 3	\$205,950	\$206,950	\$213,159
Consultant Yr 4	\$216,200	\$217,200	\$223,716
Consultant Yr 5	\$226,959	\$227,959	\$234,798
Consultant Yr 6	\$238,255	\$239,255	\$246,433
Consultant Yr 7	\$250,118	\$251,118	\$258,652
Consultant Yr 8	\$262,574	\$263,574	\$271,481
Consultant Yr 9	\$275,654	\$276,654	\$284,954
Health Service Medical Practitioner Yr 1	\$170,854	\$171,854	\$177,010
Health Service Medical Practitioner Yr 2	\$178,044	\$179,044	\$184,415
Health Service Medical Practitioner Yr 3	\$186,895	\$187,895	\$193,532
Non Specialist Qualified Medical Administrator Yr 1	\$170,854	\$171,854	\$177,010
Non Specialist Qualified Medical Administrator Yr 2	\$178,044	\$179,044	\$184,415
Non Specialist Qualified Medical Administrator Yr 3	\$186,895	\$187,895	\$193,532
Non Specialist Qualified Medical Administrator Yr 4	\$196,192	\$197,192	\$203,108
Non Specialist Qualified Medical Administrator Yr 5	\$205,950	\$206,950	\$213,159
Snr Medical Practitioner Yr 1	\$186,895	\$187,895	\$193,532
Snr Medical Practitioner Yr 2	\$196,192	\$197,192	\$203,108
Snr Medical Practitioner Yr 3	\$205,950	\$206,950	\$213,159
Medical Administrator Yr 1	\$186,895	\$187,895	\$193,532
Medical Administrator Yr 2	\$196,192	\$197,192	\$203,108
Medical Administrator Yr 3	\$205,950	\$206,950	\$213,159
Medical Administrator Yr 4	\$216,200	\$217,200	\$223,716
Medical Administrator Yr 5	\$226,959	\$227,959	\$234,798
Medical Administrator Yr 6	\$238,255	\$239,255	\$246,433
Medical Administrator Yr 7	\$250,118	\$251,118	\$258,652
Medical Administrator Yr 8	\$262,574	\$263,574	\$271,481
Medical Administrator Yr 9	\$275,654	\$276,654	\$284,954
Vocationally Registered General Practitioner Yr 1	\$170,854	\$171,854	\$177,010
Vocationally Registered General Practitioner Yr 2	\$178,044	\$179,044	\$184,415
Vocationally Registered General Practitioner Yr 3	\$186,895	\$187,895	\$193,532
Vocationally Registered General Practitioner Yr 4	\$196,178	\$197,178	\$203,093
Vocationally Registered General Practitioner Yr 5	\$205,950	\$206,950	\$213,159

## **SCHEDULE 2 – WA COUNTRY HEALTH SERVICE**

### **1. APPLICATION**

- (1) Subject to Schedule 3, this Schedule applies to all medical practitioners employed by the WA Country Health Service.
- (2) For the purposes of this Schedule, ‘Employer’ means the WA Country Health Service.
- (3) To the extent of any inconsistency the provisions of this Schedule prevail over any provision of this Agreement.

### **2. DOCTORS IN TRAINING SECONDMENT ARRANGEMENTS**

#### **Clause 13 of this Agreement is replaced by:**

- (1) Subject to written agreement a practitioner may be seconded to a facility controlled by another Health Service Provider. The practitioner will be provided with furnished accommodation whilst on secondment. If this is unable to be provided, the Employer will either meet the cost of such accommodation or reimburse the practitioner, on a fortnightly basis, the reasonable cost of such accommodation on the presentation of receipts. Where feasible the accommodation provided will be single occupancy. The Employer will use its best endeavours to provide family occupancy where appropriate to the practitioner’s circumstances.
- (2) A practitioner on secondment will be provided with transport to:
  - (a) travel to the facility to which the practitioner is seconded;
  - (b) return from the facility at the end of the secondment;
  - (c) enable additional travel during the term of the secondment where the practitioner is directed to return to their substantive place of work for approved training purposes.
  - (d) practitioners seconded to a location north of the 26° parallel or Kalgoorlie will be provided with return air travel to and from the place of secondment to Perth at the conclusion of each three month period in any rotation greater than three months.

or where agreed, be reimbursed reasonable expenses for such travel.

- (3) For the purposes of this clause “secondment” means the temporary deployment of a practitioner from a facility controlled by the Employer to a facility controlled by another Health Service Provider.
- (4) The terms under which a practitioner is seconded will be agreed in writing prior to commencement of the secondment. Such terms will ordinarily include the same general terms and conditions as are prescribed for other practitioners employed in that facility for a similar period.

### **3. CONTRACT OF SERVICE**

#### **Clause 20 (other than subclause 20(1)) of the Agreement is replaced by:**

- (1)
  - (a) All appointments will be on 5 year contracts unless there is written agreement to the contrary between the Employer and practitioner.
  - (b) Contracts to meet Short Term Exigencies
    - (i) The Employer may employ a practitioner on a short term contract of up to 6 months to meet short term exigencies, and the practitioner may elect to either:

- (A) accrue ordinary leave entitlements; or
    - (B) forego all leave benefits other than long service leave and bereavement leave (including leave for public holidays) and instead be paid a loading of 25% on the base salary prescribed for their relevant classification in Schedule 1 – Table 3 – Senior Practitioners – Arrangement B Salary.
  - (ii) Where payment of the loading is made, all prescribed penalty rates will be calculated exclusive of the loading.
  - (iii) The rate of pay applicable for leave accrued prior to, and taken during, a short term exigency contract will be calculated exclusive of the 25% loading.
  - (iv) Short term exigency contracts pursuant to subclause 3(1)(b) will not be recognised as service for the purposes of calculating paid leave entitlements other than long service leave pursuant to Clause 38 – Long Service Leave and parental leave pursuant to Clause 43 – Parental Leave.
- (2) (a) Each practitioner will be appointed for a probationary period of 6 months. During the probationary period either the Employer or the practitioner may give 4 weeks' notice of termination or resignation of employment or such lesser period as agreed. The probationary period will not apply if the practitioner is appointed for a consecutive term.
- (b) Following completion of the probationary period, practitioners will be subject to regular performance management and may only be terminated with notice by the Employer on the grounds of substandard performance, misconduct or redundancy.
- (3) Practitioners will be provided with a job description stating the relevant duties and responsibilities of the position. As a guide, 80% of a practitioner's duties will be allocated to clinical duties (including teaching) and 20% of a practitioner's duties will be allocated for non-clinical duties. "Non-clinical duties" means duties not directly associated with the diagnosis or management of a particular patient. They may include administration, attendance at departmental meetings, formal teaching sessions, audit or other quality assurance activities.
- (4) The WA health system recognises the importance of a culture of accountability and will not use contracts as a mechanism to manage a practitioner's conduct or performance.
- (5) Where a practitioner is employed on a 5 year contract, the Employer will offer the practitioner a subsequent 5 year contract unless the practitioner is advised in writing no less than 12 months prior to the expiry of the practitioner's contract that it will not be renewed. The written advice will include reasons for the decision.
- (6) The Employer will notify the System Manager of each instance of non-renewal which occurs under subclause 3(5), including reasons for the decision.
- (7) A practitioner who, upon expiry of a fixed term contract, is unsuccessful in seeking a new contract will be paid a Contract Completion Payment equal to 10% of their final base salary prescribed for their relevant classification in Schedule 1 – Table 3 – Senior Practitioners – Arrangement B Salary, for each year of continuous service, or part thereof paid on a proportionate basis, calculated on completed months' of service up to a maximum of 5 years. No other termination, redundancy or severance payment will be made except as provided for in this Agreement.



- (8) A practitioner with permanent tenure will not be required to convert to a fixed term contract but may agree to do so. Such an agreement must be in writing specifically agreeing to the change and include a declaration by the practitioner that he/she fully understands the implications of foregoing permanency.
- (9) Subject to subclause (2) any contract of employment including a fixed term contract may be terminated by either the Employer or the practitioner giving not less than 3 months' notice.
- (10) In lieu of the giving of the required notice the Employer may pay, or the practitioner may forfeit, as the case may be, salary commensurate with the residual period of notice otherwise required. The Employer and the practitioner may agree to a lesser period of notice.
- (11) Notwithstanding the other provisions of this clause, the Employer may, without prior notice, dismiss a practitioner for serious misconduct.
- (12) A practitioner who is dismissed may appeal to a Board of Reference if the application is made within one month of the operative date of the dismissal.
- (13) A practitioner whose contract of employment expires or is terminated will be paid all monies due on the payday following the last day of employment.
- (14) Practitioners will ordinarily be appointed to a locality. Without limiting the application of Clause 4 Emergency Mobility of this Schedule, a practitioner so appointed will not be transferred by the Employer pursuant to this Agreement from one locality to another locality without the agreement of the practitioner if such a transfer would reasonably require the practitioner to change their place of residence.
- (15) Head of Department Appointments
  - (a) A Senior Practitioner other than a Radiologist may, from time to time, be concurrently appointed as a Head of Department for a term not exceeding the term of the practitioner's appointment as a senior practitioner. There will be no automatic right of reappointment as a Head of Department after the end of a term of appointment. If employment as a senior practitioner ends, employment as a Head of Department automatically ends. If employment as a Head of Department ends, employment as a senior practitioner does not automatically end.
  - (b) A Head of Department will be remunerated by way of an annual Head of Department Allowance, payable pro rata fortnightly with salary, which continues to be paid during periods of ordinary paid leave but is not counted as part of base salary for the purposes of this Agreement.
  - (c) The duties of the Head of Department will be as set out, from time to time, in a job description which will include the criteria upon which the performance of the Head of Department will be evaluated.
  - (d) The terms of appointment of a Head of Department will delineate the average number of sessions per week in the case of sessional practitioners, or number of hours per week, in the case of full-time and part-time practitioners, allocated to the undertaking of the duties of Head of Department.

(e) An appointment as Head of Department may, at the discretion of either party, be terminated by either the Employer or the Head of Department giving to the other 1 months' notice or in lieu of the giving of the notice, the payment or the forfeiture of payment, as the case may be, of the Head of Department Allowance for that period.

(f) Head of Department Annual Allowance Calculation

Number of staff under direct supervision and control	On and from 1-Oct-2020	On and from 1-July-2022	3% on and from 1-July-2023
1-4	\$9,300	\$9,355	\$9,636
5-9	\$16,532	\$16,630	\$17,129
10-20	\$30,475	\$30,655	\$31,575
Over 20	\$49,074	\$49,364	\$50,845

or such other amount agreed in writing between the Employer and the Head of Department.

(g) A practitioner who is directed by the Employer to act as Head of Department and who performs the full duties and has the full responsibility of the role for more than ten consecutive working days, will be paid the Head of Department Allowance whilst so acting.

(h) For the purpose of subclause (f), "No. of staff under direct supervision and control" will mean:

- (i) senior practitioners reporting to, and directly performance managed by, the Head of Department;
- (ii) doctors in training reporting to, and directly performance managed by, the Head of Department provided that where doctors in training rotate through the Department the count will be the number of doctors in training at the time of calculating the allowance;
- (iii) chief technical staff reporting to, and directly performance managed by, the Head of Department; and
- (iv) other staff, reporting directly to, and performance managed by the Head of Department;

(i) For the purpose of this subclause, "Department" means a clinical specialty or sub-specialty organisation unit of a Hospital however titled.

(j) Where a sub-specialty Unit or sub-department (however titled) of a Department is established and a Head of Unit (however titled) is appointed pursuant to this subclause, a Head of Department Allowance will be paid to the Head of Unit. Staff under the direct supervision and control of a Head of Unit who is paid an allowance are not counted for the purposes of calculating the allowance payable to the Head of Department to whom the Head of Unit is accountable.

#### 4. EMERGENCY MOBILITY

**Clause 21 of this Agreement is replaced by:**

- (1) Where due to staff shortages and it is essential to sustain services, practitioners may be seconded with reasonable notice on a temporary basis, for periods not exceeding a total of 4 weeks in any 12 month period, to work in another locality within the WA Country Health Service.
- (2) A practitioner will be paid an allowance of 25% of the practitioner's Base Salary whilst seconded.
- (3) A seconded practitioner who is required to temporarily reside in another location will be provided with furnished accommodation. If this is unable to be provided, the Employer will either meet the cost of such accommodation or reimburse the practitioner, on a fortnightly basis, the reasonable cost of such accommodation on the presentation of receipts. Where feasible the accommodation provided will be single occupancy.
- (4) A practitioner will not be financially disadvantaged as a result of the application of this provision.
- (5) During the period of secondment, the Employer will use all reasonable endeavours to substitute the seconded practitioner with either a casual, locum or permanent practitioner.
- (6) If a dispute arises in relation to the application of this Clause, the provisions of Clause 59 Dispute Settlement Procedures may be invoked. In accordance with subclause 59(5) the status quo that existed prior to the dispute arising will remain in place while such procedures are followed.

## **5. PROFESSIONAL DEVELOPMENT LEAVE**

### **Clause 30 of this Agreement is replaced by:**

- (1) Professional Development Leave
  - (a) A practitioner will be entitled to a maximum of 3 weeks paid professional development leave, during each year of continuous service with any Employer.
  - (b) Such leave is for the purposes of attending conferences, undergoing additional training or courses of study relevant to maintaining or enhancing an individual's scope of practice and which is of benefit to the hospital. Such attendances will be inclusive of travel time.
  - (c) This leave will not accumulate for more than two years. If the whole or part of this leave is not taken the entitlement to untaken leave will lapse unless deferred by agreement between the practitioner and the Employer.
  - (d) Where attendance at a conference, meeting or like event is required in an official capacity in the course of their employment it will not be counted as part of a practitioner's entitlement under this Clause.
  - (e) No more than 2 weeks leave will be taken in any year unless that period which is in excess of 2 weeks can be taken at no cost to the hospital and there is no requirement to provide cover for the practitioner's absence.
- (2) Overseas Professional Development Leave
  - (a) A practitioner will be entitled to an additional 5 weeks paid leave after each five years continuous service with any Employer for the purpose of overseas training, education and study.

- (b) The taking of overseas professional development leave may be deferred by mutual agreement, but no practitioner will be allowed to take accumulated leave in excess of 10 weeks in any one period.
  - (c) Overseas professional development leave may be taken wholly or partly within Australia by agreement between the Employer and practitioner.
  - (d) A practitioner may apply to take overseas study leave in advance, but if their employment is terminated before the end of the qualifying period they will repay the Employer the value of the leave and the funding source any other amounts received. The Employer may deduct the amount determined by the funding source as repayable and repay the funding source from money due to the practitioner by reason of the other provisions of this Agreement at the time of termination. The funding source may waive all or part of the amount repayable.
- (3) The granting of leave is conditional on the leave being used for professional development and the hospital being satisfied that the proposed conference or course of study is relevant and of benefit to the hospital. Practitioners taking professional development leave must prepare a written report or provide a presentation for their peers and the Hospital.
- (4) Unless otherwise agreed, not more than 50% of medical staff of any specialty or department are to be absent at any one time on Professional Development Leave. Every effort will be made to ensure appropriate services are provided when staff are absent for the purposes of Professional Development.
- (5) Subject to this clause, conference and overseas study leave benefits are not available as monetary payments in lieu.
- (6) Professional Development Allowance
- (a) Practitioners under Arrangement A will receive the following annual Professional Development Allowance payable pro rata fortnightly from the first pay period on or after the dates specified.

On and from 1-Oct-2020	On and from 1-July-2022	3% on and from 1-July-2023
\$30,814	\$30,996	\$31,926

- (b) The allowance is increased in line with the general percentage salary adjustments.
- (7) (a) A practitioner who, at the time of the commencement of this Agreement was entitled to apply to the Employer for funding of any form of accrued or pro rata professional development leave prescribed under this Agreement, will retain the entitlement to apply for funding notwithstanding that under this Agreement the Professional Development and Expense Allowance for service after 1 April 2007 is paid.
- (b) A practitioner is not entitled to payment from more than one source for the same entitlement. The proscription does not apply to funding from other than hospital funds.
- (8) Arrangement B Funding for Professional Development Leave
- (a) Practitioners under Arrangement B will be eligible to apply for funding from the externally restricted cost centre for payment, in respect of each period of

Continuing Professional Development Leave accrued under Arrangement B, for reasonable travel, registration and accommodation expenses in accordance with this clause for:

- (i) the actual cost of air fares up to a maximum of Business Class rates; with a maximum of two air fares paid in respect of each completed five years continuous service where overseas study leave is taken in broken periods with the Employer's permission; and
- (ii) a travelling allowance as follows:
  - (A) the actual cost of reasonable accommodation and expenses upon production of receipts; or
  - (B) an alternative system of payment agreed between the Employer and the practitioner.
- (iii) A sessional / part time practitioner will be paid the amount specified in paragraph (i) and pro rata of the amount specified in paragraph (ii).
- (iv) Fares and expenses associated with leave under this clause will be paid only in accordance with the policy governing the administration of the externally restricted cost centre. The Employer will in no way be liable for payment of fares and expenses for practitioners currently or previously under Arrangement B.

(9) Arrangement B Professional Expenses Allowance

Practitioners under Arrangement B will be paid, pro rata fortnightly, a Professional Expenses Allowance of 3% of the base salary of a Consultant Year 6 (previously cited level 21).

- (10) Leave is to be taken at a mutually convenient time and the Employer will not unreasonably refuse an application for leave that has been properly made.
- (11) The balance of Professional Development Leave accrued prior to the commencement of this Agreement will be carried forward.
- (12) If a practitioner resigns or is terminated by the Employer through no fault of the practitioner, and is engaged by another Employer, and the commencement date of employment with the new Employer does not exceed one week, the Professional Development Leave entitlement, to a maximum of 6 weeks, will be transferred to the new Employer.
- (13) Professional Development Leave will be paid at the rate of pay applicable at the time the leave is taken.

**6. ON CALL AND RECALL**

**Clause 33 of this Agreement is replaced by:**

- (1) On Call
  - (a) For the purposes of this Agreement a practitioner is on call when the practitioner is rostered by the Employer to remain readily contactable and available to return to work outside of the practitioner's normal hours of duty.
  - (b) (i) Practitioners will be rostered on call in accordance with clinical need by the Head of Department or if there is no Head of Department by the Director of Medical Services or the Chairman of the Medical Advisory Committee.

(ii) No practitioner will be required to be on call more frequently than one day in three. However, with the written agreement of the Association, or in an emergency, an on call roster of more than one in three may be agreed.

(c) (i) A doctor in training rostered on call will be paid an hourly allowance of 18.75% of the ordinary base hourly rate for Registrar, Year 4.

On and from 1-Oct-2020	On and from 1-July-2022	3% on and from 1-July-2023
\$11.77	\$11.86	\$12.22

(ii) A senior practitioner rostered on call will be paid an hourly allowance of 18.75% of the ordinary base hourly rate Consultant, Year 7 as prescribed in Schedule 1 – Table 3 – Senior Practitioners – Arrangement B Salary.

On and from 1-Oct-2020	On and from 1-July-2022	3 % on and from 1-July-2023
\$22.47	\$22.57	\$23.25

(iii) Payment in accordance with this subclause will not be made with respect to any period for which a practitioner receives any payment for recall.

(iv) The adjustments in the allowance rates reflect increases in line with general percentage salary increases.

(d) Annualised payments.

(i) If an agreement between the Employer and all practitioners concerned is reached, the relevant on call payment may be annualised and paid fortnightly. There must be no additional cost to the Employer as a result.

(ii) The Employer or practitioners may, by giving four weeks written notice, withdraw from such an annualised payment system.

(e) Responsibilities of Practitioners Rostered On Call

Practitioners rostered on call must be available for consultation and recall to the Hospital/Health Service. The onus lies on the practitioner, once they are rostered to either negotiate with their peers about altering the roster, or to cover the work themselves. The onus on finding practitioners to cover the roster once the roster has been determined, should not fall back to the manager of the service, but should be borne by the particular practitioner rostered if they wish to change the roster and will not result in additional cost to the Employer. This requirement does not apply in the event of sickness or personal emergency, however the practitioner is required to notify the manager of their absence as soon as possible.

(f) Where practicable on call rosters will be posted at least 14 days in advance.

(2) Recall requiring attendance at the workplace.

(a) Meaning of recall

(i) Except for the circumstances defined in subclause 6(2)(a)(ii), a recall occurs when a practitioner is instructed or summonsed by the Employer to return to duty when the practitioner is not otherwise on duty (although may be on call).

(ii) A senior practitioner may be entitled to recall rates when the:

- (A) practitioner had finished their ordinary rostered shift and was working beyond their professional commitment, and either:
    - a) was instructed or summonsed, by a person authorised to give such a direction, to work outside of their ordinary rostered shift and beyond their professional commitment; or
    - b) was required, because of a clinical need, to work outside of their ordinary rostered shift and beyond their professional commitment, and declares in writing, in a form approved by the Employer, that requirements and reason(s) for that requirement;
  - (B) additional work required was not for a predetermined length;
  - (C) work is of an emergent, or unanticipated clinical nature; and
  - (D) Head of Department declares and authorises the criteria from (A) to (C) above were met.
- (b) A Doctor in Training recalled to work will be paid a minimum of 3 hours for a recall as follows:
- (i) for work on any day between 6.00 am and midnight at the rate of 150%, of the practitioner’s ordinary base hourly rate; and
  - (ii) for work on Sunday between 6.00 am and midnight at the rate of 175% of the practitioner’s ordinary base hourly rate.
  - (iii) for work on any day between midnight and 6.00 am at the rate of 200% of the practitioner’s ordinary base hourly rate.
  - (iv) if the recall period exceeds 3 hours payment will be at the rate of 200% of the practitioner’s ordinary base hourly rate for the additional time.
- (c) A senior practitioner recalled to work will be paid for a recall as follows:
- (i) for work on any day between 6.00 am and midnight at the rate of 150%, of the hourly rate prescribed at (v) hereunder.
  - (ii) for work on Sunday between 6.00 am and midnight at the rate of 175% of the hourly rate prescribed at (v) hereunder.
  - (iii) for work on any day between midnight and 6.00 am at the rate of 200% of the hourly rate prescribed at (v) hereunder.
  - (iv) if the recall period exceeds 3 hours payment will be at the rate of 200% of the hourly rate prescribed at (v) hereunder.
- (v) Hourly Rate

Classification and Increment Point	On and from 1-Oct-2020	On and from 1-July-2022	3% on and from 1-July-2023
Consultant Yr 1	\$142	\$143	\$147
Consultant Yr 2	\$146	\$147	\$151
Consultant Yr 3	\$152	\$153	\$158
Consultant Yr 4	\$156	\$157	\$162
Consultant Yr 5	\$162	\$163	\$168
Consultant Yr 6	\$166	\$167	\$172

Classification and Increment Point	On and from 1-Oct-2020	On and from 1-July-2022	3% on and from 1-July-2023
Consultant Yr 7	\$172	\$173	\$178
Consultant Yr 8	\$178	\$179	\$184
Consultant Yr 9	\$185	\$186	\$192
Health Service Medical Practitioner Yr 1	\$116	\$117	\$121
Health Service Medical Practitioner Yr 2	\$121	\$122	\$126
Health Service Medical Practitioner Yr 3	\$125	\$126	\$129
Non Specialist Qualified Medical Administrator Yr 1	\$121	\$122	\$126
Non Specialist Qualified Medical Administrator Yr 2	\$124	\$125	\$129
Non Specialist Qualified Medical Administrator Yr 3	\$130	\$131	\$135
Non Specialist Qualified Medical Administrator Yr 4	\$134	\$135	\$139
Non Specialist Qualified Medical Administrator Yr 5	\$138	\$139	\$143
Snr Medical Practitioner Yr 1	\$130	\$131	\$135
Snr Medical Practitioner Yr 2	\$134	\$135	\$139
Snr Medical Practitioner Yr 3	\$138	\$139	\$143
Medical Administrator Yr 1	\$142	\$143	\$147
Medical Administrator Yr 2	\$146	\$147	\$151
Medical Administrator Yr 3	\$152	\$153	\$158
Medical Administrator Yr 4	\$156	\$157	\$162
Medical Administrator Yr 5	\$162	\$163	\$168
Medical Administrator Yr 6	\$166	\$167	\$172
Medical Administrator Yr 7	\$172	\$173	\$178
Medical Administrator Yr 8	\$178	\$179	\$184
Medical Administrator Yr 9	\$185	\$186	\$192
Vocationally Registered General Practitioner Yr 1	\$121	\$122	\$125
Vocationally Registered General Practitioner Yr 2	\$124	\$125	\$129
Vocationally Registered General Practitioner Yr 3	\$130	\$131	\$135
Vocationally Registered General Practitioner Yr 4	\$134	\$135	\$139
Vocationally Registered General Practitioner Yr 5	\$138	\$139	\$143

In PSAAG 6 of 2011 the hourly rates corresponding to those above were calculated by increasing the base hourly rates, as then prescribed in PSAAG 13 of 2008, by the equivalent of 20%, 30% and 40% of level 24 effective from the prescribed dates and then rounding down to the nearest whole dollar. In this Agreement the adjustments in the allowance rates reflect increases in line with the general percentage salary increase rounded to the nearest dollar.



- (d) A practitioner recalled to work pursuant to subclause (6)(2)(a)(i) will be entitled to a minimum 3 hour recall payment even if the work for which they are recalled is completed in less time. Provided that if the practitioner is called out and recommences work within 3 hours of starting work on a previous recall, pursuant to subclause 6(2)(a)(i) the practitioner will not be entitled to a further minimum 3 hour payment.
  - (e) A senior practitioner recalled to work pursuant to subclause 6(2)(a)(ii) will be paid a recall for that actual time worked, and the minimum 3 hour payment will not apply.
  - (f) If a practitioner is recalled to work, payment for the recall will commence from:
    - (i) In the case of a practitioner who is on call, from the time the practitioner starts work;
    - (ii) In the case of a practitioner who is not on call, the time the practitioner embarks on the journey to attend the call. Provided that if a practitioner is recalled within two hours prior to commencing normal duty, any time spent in travelling to work will not be included with actual duty performed for the purpose of determining payment under this subclause.
  - (g) Subject to the minimum 3 hours payment, payment for the recall will cease when the work is completed or when the practitioner commences normal duty, whichever occurs first.
- (3) Recall not requiring attendance at the workplace.
- (a) A practitioner who is rostered by the Employer –
    - (i) on call for recall requiring attendance at the workplace including for transfers from other WA Country Health Service public hospitals; and
    - (ii) simultaneously rostered on call for tele-medicine / tele-consultation for multiple WA Country Health Service public hospitals; and
    - (iii) who is recalled to duty and undertakes all the required work without going to the workplace will be paid for a minimum of one hours work at the hourly Base Salary rate or for the actual time worked if work continues beyond one hour, provided that for work
      - (A) between 00:00 hours on Saturday and 08:00 hours on the following Monday, payment will be at 150% of the hourly Base Salary rate; and
      - (B) on Public Holidays payment will be at the rate of 250% of the hourly Base Salary rate.
  - (b) Second and subsequent recalls to duty which occur within an hour of commencement of a call for which an entitlement to payment has already accrued do not attract additional payments unless actual time worked continues beyond one hour in which case payment will be made for the actual time worked.
  - (c) An entitlement to recall payment does not arise unless the practitioner is rostered on call pursuant to this subclause.
  - (d) The rostering of a practitioner pursuant to subclause (3)(a)(ii) will not be done in a manner which gives rise to adverse Occupational Health / Safe Working Hours outcomes.

- (e) If a dispute arises in relation to a decision to roster a practitioner pursuant to subclause (3)(a)(ii) then Clause 59 - Dispute Settlement Procedures may be invoked and pursuant to subclause 59(5) the status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the dispute settling procedures.
- (4) A practitioner who is required to use their motor vehicle when recalled to work will be reimbursed all expenses incurred in accordance with the provisions of Clause 50 - Travel Allowance.
- (5) A practitioner who is required to use their telephone after being contacted by the Employer will be reimbursed reasonable expenses for the cost of calls on application and presentation of satisfactory evidence that the call costs were incurred.
- (6) Notwithstanding the provisions of this clause, if the Employer and the Association agree, other arrangements may be made for compensation of on call and recall pursuant to Clause 7 – Agreement Flexibility.

#### **7. DISTRICT ALLOWANCE**

The provisions of the *District Allowance (Government Officers) General Agreement 2010* will apply to practitioners employed under this Agreement.

#### **8. CHARGES ASSOCIATED WITH HOUSING**

A practitioner occupying housing supplied by the Employer or any other Government Agency will pay 100% of the standard charges for rent, gas water and power set by the Employer or Government Agency responsible for establishing the charges.

#### **9. MOTOR VEHICLE**

- (1) A practitioner who is provided with a fully maintained motor vehicle for official use which is also available for private use in accordance with the conditions laid down by the Employer, will pay 100% of the standard charges for private use set by the Employer or Government Agency responsible for establishing the charges.
- (2) The hospital may make reasonable use of the motor vehicle during the practitioner's rostered hours.
- (3) Misuse or abuse of the motor vehicle may, subject to Clause 59 - Dispute Settlement Procedures, result in disciplinary action including loss of access to private use.

#### **10. ANNUAL LEAVE TRAVEL CONCESSIONS**

- (1) Practitioners stationed in remote areas
  - (a) The travel concessions contained in the following table are provided to practitioners, their dependent partners and their dependent children when proceeding on annual leave from headquarters situated in District Allowance Areas 3, 5 and 6, and in that portion of Area 4 located north of 30 degrees South latitude.

- (b) Practitioners are required to serve 12 continuous months in these areas before qualifying for travel concessions. However, practitioners who have less than 12 months continuous service in these areas and who are required to proceed on annual leave to suit the Employer's convenience will be allowed the concessions. The concession may also be given to a practitioner who proceeds on annual leave before completing the years' service provided that the practitioners returns to the area to complete the years' service at the expiration of the period of leave and should such practitioner not return or complete the required service the Employer may recover the value of the concession provided.
- (2) (a) The Employer will provide the concession by paying or reimbursing costs of annual leave travel for the practitioner, his/her dependent partner and his/her dependent children travelling with him/her up to the cost of standard return economy airfares to Perth as at 1 June each year inclusive of GST for the practitioner, his or her dependent partner and their dependent children provided that:
  - (i) The class of fare to be used as the standard fare is to be agreed between the Association and the Employer; and
  - (ii) The fare set is to apply from 1 July of that year to 30 June of the following year.
- (b) Where a practitioner elects to use transport other than their own, the Employer may require that the travel be booked through the Employer and where the cost of the fare exceeds the maximum provided for in paragraph (a) of this subclause the Employer may require payment or consignment of equivalent leave payments for the difference.
- (c) A practitioner travelling other than by air is entitled to payment of the equivalent fare calculated in accordance with this clause prior to the commencement of his / her leave.
- (3) Travel concessions not utilised within twelve months of becoming due will lapse.
- (4) Part-time practitioners are entitled to travel concessions on a pro rata basis according to the usual number of hours worked per week.
- (5) Travelling time will be calculated on a pro rata basis according to the number of hours worked.

	Approved Mode of Travel	Travel Concession	Travelling Time
(a)	Air	Air fare for the Practitioner, and partner and/or dependent children	One day each way
(b)	Road	Full motor vehicle allowance rates, but reimbursement not to exceed the cost of the return air fare for the practitioner, partner and/or dependent children, travelling in the motor vehicle.	On or North of 20° South Latitude - two and one half days each way. Remainder - two days each way.
(c)	Air and Road	Full motor vehicle allowance rates for car trip, but reimbursement not to exceed the cost of the return air fare for the practitioner. Air fares for the partner and/or dependent children.	On or North of 20° South Latitude - two and one half days each way. Remainder - two days each way.

- (6) Practitioners whose headquarters are located 240 kilometers or more from Perth  
Practitioners, other than those designated in subclause (1) whose headquarters are situated two hundred and forty kilometers or more from Perth General Post Office and who travel to Perth for their annual leave may be granted by the Employer reasonable travelling time to enable them to complete the return journey.
- (7) South East Travel Concessions
- (a) The provisions of this subclause apply to practitioners employed at Kalgoorlie, Laverton, Leonora, Norseman, Esperance, Ravensthorpe and Meekatharra.
  - (b) A practitioner will receive two days for travel each year and these must be attached to a period of leave.
  - (c) The additional leave entitlement will accrue fortnightly on a pro rata basis.
  - (d) In addition to the above leave, a train or bus fare, or where deemed appropriate an airfare, is payable on application to the Employer to each practitioner and their eligible dependents every second anniversary year. This will be no more than the equivalent economy return train or bus fare to Perth that could be purchased by the health service.
  - (e) An entitlement to a travel concession will not accrue indefinitely, accordingly, any unclaimed entitlement will lapse upon the next entitlement falling due.
  - (f) A practitioner who moves from one health service at which the allowance is payable to another health service at which the allowance is payable can carry over their entitlement to a travel concession. The amount claimable will be the rate applicable to the location they are employed at the time of taking the leave.
- (8) A practitioner may elect to utilise the cash value of their travel concession to assist in paying the cost for their partner and/or dependents to travel to them in the areas specified in subclauses (1)(a) and (7)(a).

### **SCHEDULE 3 – WA COUNTRY HEALTH SERVICE - NORTH OF THE 26° SOUTH LATITUDE**

#### **1. APPLICATION**

- (1) This Schedule applies to all medical practitioners employed by the WA Country Health Service in locations north of the 26° South Latitude.
- (2) For the purposes of this Schedule, ‘Employer’ means the WA Country Health Service.
- (3) To the extent of any inconsistency the provisions of this Schedule prevail over any provision of the Agreement including Schedule 2.
- (4)
  - (a) Practitioners will be employed in one of the classifications prescribed in this Schedule.
  - (b) No other classifications prescribed in the Agreement apply.

#### **2. CLASSIFICATIONS**

- (1) “Consultant” has the same meaning as prescribed in Clause 8 of the Agreement and includes a Consultant appointed as a Senior Medical Officer.
- (2) “Director of Medical Services” means a senior practitioner appointed by the Employer to a region or health service(s) to provide clinical leadership and have overall responsibility for all medical practitioner management issues and for the delivery of medical services in that region or health service (s) in conjunction with the respective health service manager.
- (3) “District Medical Officer (Procedural)” means a District Medical Officer who also undertakes on a regular and continuing basis anaesthetics, procedural surgery, obstetrics or undertakes duties in such other procedural areas as are recognised by the Employer.
- (4) “District Medical Officer” means a medical practitioner who does not have a recognised specialist qualification but practices without clinical supervision either in general practice or in a specialist area(s) recognised by the AMC or such other area(s) recognised by the Employer as being a specialist area; and/or who clinically supervises other senior practitioners.
- (5) “Health Service Medical Practitioner” means a senior practitioner not elsewhere classified.
- (6) “Intern” has the same meaning as prescribed in Clause 8 of the Agreement.
- (7) “Registrar” has the same meaning as prescribed in Clause 8 of the Agreement.
- (8) “Resident Medical Officer” has the same meaning as prescribed in Clause 8 of the Agreement.
- (9) “Senior Medical Officer” means a senior practitioner other than a Consultant who undertakes the role of Head of Department in a Hospital.
- (10) “Senior Practitioner” means a practitioner other than an Intern, Resident or Registrar.
- (11) The six “Registrar” classifications “Registrar 4th Year” to “Senior Registrar 2nd Year” inclusive do not apply. Appointments which would otherwise have been made within this range will be made within the Health Service Medical Practitioner classification range as follows:

Registrar 4 <sup>th</sup> Year	Health Service Medical Practitioner 1 <sup>st</sup> Year
Registrar 5 <sup>th</sup> Year	Health Service Medical Practitioner 2 <sup>nd</sup> Year
Registrar 6 <sup>th</sup> Year	Health Service Medical Practitioner 3 <sup>rd</sup> Year
Registrar 7 <sup>th</sup> Year	Health Service Medical Practitioner 4 <sup>th</sup> Year
Senior Registrar 1 <sup>st</sup> Year	Health Service Medical Practitioner 5 <sup>th</sup> Year
Senior Registrar 2 <sup>nd</sup> Year	Health Service Medical Practitioner 6 <sup>th</sup> Year

### 3. SALARIES

- (1) In the Replaced Industrial Agreement, the Arrangement A Salary rates prescribed as payable from 1 October 2016 at Table 2 - Senior Practitioners – Arrangement A Salary of the Replaced Industrial Agreement, were calculated by deriving the sum of the base salary rate prescribed in Schedule 1 - Full Time Base Salary Rates - Table 2 - Senior Doctors and the Arrangement A Private Practice Income Allowance rate prescribed in Clause 28 Private Practice Arrangement A of PSAAG 4 of 2013, then applying the applicable salary increase to the derived rate.
- (2) In the Replaced Industrial Agreement, the Arrangement B Salary rates prescribed as payable from 1 October 2016 at Table 3 - Senior Practitioners – Arrangement B Salary of the Replaced Industrial Agreement, were calculated by applying the applicable salary increase to the rates prescribed in Schedule 1 - Full Time Annual Base Salary Rates - Table 2 Senior Doctors of PSAAG 4 of 2013.
- (3) Schedule 1 of the Agreement is replaced by:

**TABLE 1 – DOCTOR IN TRAINING**

Classification and Increment Point	On and from 1 October 2020	\$1,000 on and from 1 July 2022	3% on and from 1 July 2023
Intern	\$105,456	\$106,456	\$109,650
Resident Medical Officer Yr 1	\$110,678	\$111,678	\$115,028
Resident Medical Officer Yr 2	\$116,163	\$117,163	\$120,678
Resident Medical Officer Yr 3	\$124,800	\$125,800	\$129,574
Registrar Yr 1	\$130,990	\$131,990	\$135,950
Registrar Yr 2	\$137,489	\$138,489	\$142,644
Registrar Yr 3	\$144,314	\$145,314	\$149,673

**TABLE 2 – SENIOR PRACTITIONERS – ARRANGEMENT A SALARY**

Classification and Salary Range	On and from 1 October 2020	\$1,000 on and from 1 July 2022	3% on and from 1 July 2023
Health Service Medical Practitioner Yr 1	\$201,641	\$202,641	\$208,720
Health Service Medical Practitioner Yr 2	\$215,112	\$216,112	\$222,595
Health Service Medical Practitioner Yr 3	\$225,818	\$226,818	\$233,623
Health Service Medical Practitioner Yr 4	\$237,061	\$238,061	\$245,203
Health Service Medical Practitioner Yr 5	\$248,862	\$249,862	\$257,358
Health Service Medical Practitioner Yr 6	\$261,254	\$262,254	\$270,122
DMO (Non Procedural) Year 1	\$274,268	\$275,268	\$283,527
DMO (Non Procedural) Year 2	\$287,929	\$288,929	\$297,597
DMO (Non Procedural) Year 3	\$302,278	\$303,278	\$312,376
DMO (Non Procedural) Year 4	\$317,343	\$318,343	\$327,893
DMO (Non Procedural) Year 5	\$333,158	\$334,158	\$344,183

Classification and Salary Range	On and from 1 October 2020	\$1,000 on and from 1 July 2022	3% on and from 1 July 2023
DMO (Non Procedural) Year 6	\$349,766	\$350,766	\$361,289
DMO (Procedural) Year 1	\$317,343	\$318,343	\$327,893
DMO (Procedural) Year 2	\$333,158	\$334,158	\$344,183
DMO (Procedural) Year 3	\$349,766	\$350,766	\$361,289
Senior Medical Officer Year 1	\$317,343	\$318,343	\$327,893
Senior Medical Officer Year 2	\$333,158	\$334,158	\$344,183
Senior Medical Officer Year 3	\$349,766	\$350,766	\$361,289
Senior Medical Officer Year 4	\$367,204	\$368,204	\$379,250
Consultant Year 1	\$336,820	\$337,820	\$347,955
Consultant Year 2	\$348,116	\$349,116	\$359,589
Consultant Year 3	\$359,979	\$360,979	\$371,808
Consultant Year 4	\$372,435	\$373,435	\$384,638
Consultant Year 5	\$385,515	\$386,515	\$398,110
Consultant Year 6	\$399,247	\$400,247	\$412,254
Director of Medical Services Year 1	\$336,820	\$337,820	\$347,955
Director of Medical Services Year 2	\$348,116	\$349,116	\$359,589
Director of Medical Services Year 3	\$359,979	\$360,979	\$371,808
Director of Medical Services Year 4	\$372,435	\$373,435	\$384,638
Director of Medical Services Year 5	\$385,515	\$386,515	\$398,110

**TABLE 3 – SENIOR PRACTITIONERS – ARRANGEMENT B SALARY**

Classification and Salary Range	On and from 1 October 2020	\$1,000 on and from 1 July 2022	3% on and from 1 July 2023
Health Service Medical Practitioner Yr 1	\$144,314	\$145,314	\$149,673
Health Service Medical Practitioner Yr 2	\$153,937	\$154,937	\$159,585
Health Service Medical Practitioner Yr 3	\$161,584	\$162,584	\$167,462
Health Service Medical Practitioner Yr 4	\$169,615	\$170,615	\$175,733
Health Service Medical Practitioner Yr 5	\$178,044	\$179,044	\$184,415
Health Service Medical Practitioner Yr 6	\$186,895	\$187,895	\$193,532
DMO (Non Procedural) Year 1	\$196,192	\$197,192	\$203,108
DMO (Non Procedural) Year 2	\$205,950	\$206,950	\$213,159
DMO (Non Procedural) Year 3	\$216,200	\$217,200	\$223,716
DMO (Non Procedural) Year 4	\$226,959	\$227,959	\$234,798
DMO (Non Procedural) Year 5	\$238,255	\$239,255	\$246,433
DMO (Non Procedural) Year 6	\$250,118	\$251,118	\$258,652
DMO (Procedural) Year 1	\$226,959	\$227,959	\$234,798
DMO (Procedural) Year 2	\$238,255	\$239,255	\$246,433
DMO (Procedural) Year 3	\$250,118	\$251,118	\$258,652
Senior Medical Officer Year 1	\$226,959	\$227,959	\$234,798
Senior Medical Officer Year 2	\$238,255	\$239,255	\$246,433
Senior Medical Officer Year 3	\$250,118	\$251,118	\$258,652
Senior Medical Officer Year 4	\$262,574	\$263,574	\$271,481
Consultant Year 1	\$226,959	\$227,959	\$234,798
Consultant Year 2	\$238,255	\$239,255	\$246,433
Consultant Year 3	\$250,118	\$251,118	\$258,652

Classification and Salary Range	On and from 1 October 2020	\$1,000 on and from 1 July 2022	3% on and from 1 July 2023
Consultant Year 4	\$262,574	\$263,574	\$271,481
Consultant Year 5	\$275,654	\$276,654	\$284,954
Consultant Year 6	\$289,386	\$290,386	\$299,098
Director of Medical Services Year 1	\$226,959	\$227,959	\$234,798
Director of Medical Services Year 2	\$238,255	\$239,255	\$246,433
Director of Medical Services Year 3	\$250,118	\$251,118	\$258,652
Director of Medical Services Year 4	\$262,574	\$263,574	\$271,481
Director of Medical Services Year 5	\$275,654	\$276,654	\$284,954

#### 4. PROFESSIONAL DEVELOPMENT ALLOWANCE

**Clause 30(6) and clause 30(7)(a) of the Agreement are replaced by:**

- (1) Practitioners under Arrangement A will receive the following annual Professional Development Allowance payable pro rata fortnightly from the first pay period on or after the dates specified.

On and from 1-Oct-2020	On and from 1-July-2022	3% on and from 1-July-2023
\$30,814	\$30,996	\$31,926

- (2) The allowance is increased in line with the general percentage salary adjustments.
- (3) A practitioner who, at the time of the commencement of this Agreement was entitled to apply to the Employer for funding of any form of accrued or pro rata professional development leave prescribed under this Agreement, will retain the entitlement to apply for funding notwithstanding that under this Agreement the Professional Development Allowance for service after 1 April 2007 is paid.

#### 5. PRIVATE PRACTICE GENERALLY

The private practice arrangements prescribed in Clause 28. Private Practice Arrangement A applies to all practitioners employed as Health Service Medical Practitioners and above unless the practitioner elected, prior to the commencement of the industrial agreement replaced by the Replaced Industrial Agreement, to remain on Arrangement B.

#### 6. GRATUITY PAYMENT

- (1) After the first 3 years of continuous service a practitioner will be paid a lump sum equivalent to twelve weeks' salary as prescribed in Table 3 – Senior Practitioners – Arrangement B Salary. After each subsequent year of service a practitioner will be paid a lump sum equivalent to four weeks' salary as prescribed in Table 3 – Senior Practitioners – Arrangement B Salary.
- (2) (a) A period of service for which a gratuity payment has already been paid will not be counted towards service for the purposes of this clause.
- (b) Any period of leave without pay will not be counted towards service for the purpose of this clause.
- (3) The payment will be made in the first pay period on or after the date the entitlement falls due.



- (4) Payment will be based on the salary as prescribed in Table 3 – Senior Practitioners – Arrangement B Salary at the time of the payment being made.

**7. ANNUAL LEAVE**

A practitioner will receive an additional week of annual leave for each completed year of continuous service.

**8. BEREAVEMENT LEAVE**

**Clause 39(2)(e) of the Agreement is replaced by:**

A practitioner requiring more than three days bereavement leave in order to travel overseas in the event of the death overseas of a member of the practitioner's immediate family may, upon providing adequate proof, in addition to any bereavement leave to which the practitioner is eligible, have immediate access to annual leave and / or accrued long service leave in weekly multiples and / or leave without pay provided all accrued leave is exhausted.

**9. PROFESSIONAL DEVELOPMENT LEAVE**

Conference leave will be exclusive of travel days except where the conference is held above the 26th parallel.

**10. MOTOR VEHICLE**

- (1) Senior Practitioners will be provided with a fully maintained motor vehicle for official use. The vehicle will also be available for limited private use in accordance with the conditions laid down by the Employer.
- (2) The hospital may make reasonable use of the motor vehicle during the practitioner's rostered hours.
- (3) Misuse or abuse of the motor vehicle may, subject to Clause 59 - Dispute Settlement Procedures, result in disciplinary action including loss of access to limited private use.

**11. RELOCATION EXPENSES**

- (1) Where a practitioner is recruited from within Western Australia the practitioner will be entitled to air travel for the practitioner and immediate family members and the cost of freight of personal effects from the point of recruitment to the location of appointment at the expense of the Employer. Notwithstanding the forgoing, where a practitioner is engaged on a fixed term contract for a period not exceeding 6 months, the costs of air travel and freight of personal effects will only be met by the Employer for the practitioner, not the immediate family members without the written approval of the Employer.
- (2) Where a practitioner is recruited from interstate or overseas, the costs of air travel and freight of personal effects will only be met by the Employer where the appointee enters a bond to remain for a fixed period, not exceeding two years, in service in a hospital north of 26 degrees South latitude in the case of interstate recruitment and 3 years in the case of overseas recruitment.
- (3) The cost of air travel and the cost of freight of personal effects to Perth, Western Australia for the practitioner and their immediate family members will be met by the Employer on cessation of the contract. Where the practitioner wishes to travel to other than Perth, the Employer will meet the equivalent cost of travel and freight to Perth.
- (4) The range of items included as personal effects will be in accordance with the schedule determined by the Employer.

## **12. ON CALL AND RECALL**

- (1) These provisions only apply to Senior Practitioners and are to be read in conjunction with Clause 6 – On Call and Recall of Schedule 2.
  - (a) Subclause 33(1)(b)(ii) of the Agreement does not apply.
  - (b) Subclause 33(1)(d) of the Agreement does not apply.
  - (c) In lieu of any entitlement to any form of on-call and call-back payments:
    - (i) Hospital based Senior Practitioners, who are required to participate in an on call roster, will be paid, pro rata with salary, an annual commuted allowance of 39.5% of the applicable salary as prescribed in Table 3 – Senior Practitioners – Arrangement B Salary.
    - (ii) Non-hospital based Senior Practitioners who are required to be contactable on a regular basis after hours will be paid, pro rata with salary, an annual commuted allowance of 8.2% of the applicable salary as prescribed in Table 3 – Senior Practitioners – Arrangement B Salary.
- (2) Rostering System
  - (a) The Employer will implement a formal roster system of on-call for each facility where on call is worked.
  - (b) The Employer and practitioners will record, in an agreed form, all telephone contacts which occur during periods of on call.
  - (c) Practitioners will maintain a formal recall register, in an agreed form, which will include at a minimum recording of all recalls, including time and duration.
  - (d) The Employer and the practitioners at each facility will review the data collected during each period of six months of operation of the formal roster system and consult about improving and ensuring the sustainability of on-call arrangements.
- (3) The parties may agree, pursuant to Clause 7 of the Agreement, to change the method of remuneration for on call and/or recall during the life of the agreement.

## **SCHEDULE 4 – DIRECTOR GENERAL OF DEPARTMENT OF HEALTH**

### **1. APPLICATION**

- (1) This Schedule applies to all medical practitioners employed by the Director General of Department of Health.
- (2) For the purposes of this Schedule, ‘Employer’ means the Director General of Department of Health.
- (3) To the extent of any inconsistency the provisions of this Schedule prevail over any provision of the Agreement.

### **2. CONTRACT OF SERVICE**

Head of Department Allowance will not be payable to practitioners unless granted by the Director General of the Department of Health in exceptional circumstances only.

### **3. ON CALL AND RECALL**

#### **In addition to the provisions of Clause 33:**

Where a practitioner, who is not directed to be on call, is provided with a mobile phone for other business purposes and is contacted on a casual basis outside of the practitioners normal hours of duty, the on call allowance prescribed by this clause is not payable. In such cases the practitioner is under no obligation to return to work.