On 16 June 1998 two Western Australian Government Health Industry AMA Medical Practitioners Agreements 1998 were registered in the WA Industrial Relations Commission, (Applications PSA AG63 and PSA AG64). These are S.41 industrial agreements, otherwise known as an enterprise agreement. The agreements are identical, apart from the Employer named as party (MHSB or Commissioner of Health). A copy of each agreement is attached.

These Agreements apply to Junior doctors (Levels 1 - 12 inclusive) only, and will expire on 16 June 2001. For Junior Doctors only, this replaces the Western Australia Government Health Industry Medical Officers and Medical Practitioners Agreement 1996. (Negotiations are currently being conducted for Senior doctors, who continue to be covered by the 1996 agreement until further notice.)

A separate (but identical) agreement was registered for junior doctors employed by:

- the Commissioner of Health (Application PSA AG64)
- the MHSB (Application PSA AG63).

These are the only employers of junior doctors in the government health industry.

Junior Doctors employed by the Metropolitan Health Service Board or the Commissioner of Health, who have not signed a Workplace Agreement, will be covered by the terms and conditions of these enterprise agreements effective from the first pay period commencing on or after 16 June 1998.

Currently employed Junior Doctors may also elect to join the AMA Collective Workplace Agreements which have recently been registered. All junior doctors newly appointed to the WA public sector are to be offered only the new AMA Workplace Agreement(s). Agreement 98/3700 was registered for MHSB junior doctors on 22 April, 1998, while COH junior doctors can access Agreement 98/6837 registered on 15/6/98. (Both of these are Collective Workplace Agreements.) Terms of the Workplace Agreement mirror the Enterprise Agreement, with the addition of Salary Packaging.

Negotiations for Senior Doctors are continuing. Any doctor at Level 13 or above will remain covered by the 1996 enterprise agreement (or relevant workplace agreement) until new agreements are registered.
The variations in salaries are to be costed and advice forwarded to your Health Service Manager on the monthly summary of Salary and Wage Increase or a similar form to accompany your report for the month. If no costs are incurred a “nil” return must be forwarded.

Cost variation numbers:

- Commissioner of Health Junior Doctors EBA: 32-978
- MHSB Junior Doctors EBA: 33-978
- Commissioner of Health Junior Doctors WPA: 34-978-01
- MHSB Junior Doctors WPA: 35-978-01

John Kirwan
GENERAL MANAGER
HEALTH WORKFORCE REFORM DIVISION
WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

INDUSTRIAL RELATIONS ACT, 1979

Health Department of Western Australia

- and -

Western Australian Branch of the Australian Medical Association Incorporated

(No. PSA AG 63 of 1998)

16 June 1998

ORDER

REGISTRATION OF AN INDUSTRIAL AGREEMENT
NO. PSA AG 63 OF 1998

HAVING heard Mr E. Dillon on behalf of the first named party and Mr P. Jennings on behalf of the second named party; and

WHEREAS an agreement has been presented to the Public Service Arbitrator (the Arbitrator) for registration as an Industrial Agreement, and

WHEREAS the Arbitrator is satisfied that the aforementioned agreement complies with the Industrial Relations Act, 1979;

NOW THEREFORE the Arbitrator, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the agreement titled the Western Australian Government Health Industry AMA Medical Practitioners Agreement 1998, filed in the Commission on 22 May 1998, signed by me for identification, be and is hereby registered as an Industrial Agreement.

PUBLIC SERVICE ARBITRATOR C.B. PARKS
## PART 1 - PRELIMINARIES

1. **TITLE** ........................................................................................................................................................................... 4
2. **PARTIES AND APPLICATION** ............................................................................................................................................... 4
3. **NO FURTHER CLAIMS** ......................................................................................................................................................... 4
4. **NO STOPPAGES, BANS OR LOCKOUTS** ............................................................................................................................ 4
5. **TERM, EXPIRY AND RENEGOTIATION OF AGREEMENT** ................................................................................................. 4
6. **AGREEMENT FLEXIBILITY** .................................................................................................................................................. 4
7. **TRANSITION / RETENTION OF RIGHTS** .............................................................................................................................. 5
8. **DEFINITIONS** ........................................................................................................................................................................ 5

## PART 2 - MEDICAL OFFICERS (SERVICE & TRAINEE POSITIONS)

9. **CONTRACT OF SERVICE** ....................................................................................................................................................... 6
10. **PART TIME EMPLOYEES** ..................................................................................................................................................... 7
11. **CASUAL EMPLOYEES** ............................................................................................................................................................. 8
12. **SALARIES** ............................................................................................................................................................................. 8
13. **HIGHER QUALIFICATIONS** ................................................................................................................................................... 9
14. **HOURS OF DUTY** .................................................................................................................................................................. 9
15. **ROSTERS** ............................................................................................................................................................................ 10
16. **SHIFT, WEEKEND AND PUBLIC HOLIDAY PENALTIES** ................................................................................................. 11
17. **PAYMENT FOR OVERTIME** ............................................................................................................................................... 11
18. **ON CALL AND CALL BACK** .............................................................................................................................................. 11
19. **PROTECTIVE CLOTHING** .................................................................................................................................................. 13
20. **EXAMINATION LEAVE** ..................................................................................................................................................... 13
21. **STUDY/PROFESSIONAL DEVELOPMENT** ............................................................................................................................ 13

## PART 3 - SENIOR MEDICAL PRACTITIONERS

22. **APPLICATION OF AMA MEDICAL PRACTITIONERS AGREEMENT 1996** ............................................................... 14
23. **CONTRACT OF SERVICE & HOURS** ................................................................................................................................. 14
24. **SALARIES AND SALARY RANGES** .................................................................................................................................. 14
25. **PRIVATE PRACTICE** ........................................................................................................................................................... 14
26. **SESSIONAL MEDICAL PRACTITIONERS** .......................................................................................................................... 14
27. **SHIFT & WEEKEND WORK** ........................................................................................................................................... 14
1. **TITLE**

   This Agreement shall be known as the Western Australian Government Health Industry AMA Medical Practitioners Agreement 1998.

2. **PARTIES AND APPLICATION**

   1. The parties to this Agreement are the Western Australian Branch of the Australian Medical Association Incorporated (the Association) and the employers listed in Part 6.
   
   2. Subject to Clause 22, this Agreement shall extend to and bind all medical practitioners employed throughout the State of Western Australia under the Hospital and Health Services Act 1927 or the Public Sector Management Act 1994 by the employers listed in Part 6. This Agreement shall also extend to and bind those employers.
   
   3. The estimated number of employees bound by this Agreement upon registration is 6.
   
   4. Subject to Clause 22, this Agreement shall replace the provisions of the Western Australian Government Health Industry Medical Officers and Medical Practitioners Agreement 1996 No. PSA AG 14 of 1995.

3. **NO FURTHER CLAIMS**

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

4. **NO STOPPAGES, BANS OR LOCKOUTS**

   The employees will not engage in any stoppage, ban or limitation on the performance of work required under the employee’s contract of employment which is not authorised or agreed to. The employer will not lock out employees from their employment.

5. **TERM, EXPIRY AND RENEGOTIATION OF AGREEMENT**

   1. This Agreement shall have effect from the first pay period commencing on or after the date of registration and shall expire three years from the date of registration.
   
   2. Negotiations for a new agreement will commence at least six months prior to the expiry date of this Agreement.
   
   3. If a new agreement is not registered prior to the expiry of this agreement, this Agreement shall continue in force until a new Agreement is made.

6. **AGREEMENT FLEXIBILITY**

   In recognition of the need for maximum flexibility within this Agreement, where the employer, the Association and the majority of employee(s) concerned who attend or vote agree, mutually acceptable alternative terms and conditions may be implemented in substitution of those specified in this Agreement.
7. TRANSITION / RETENTION OF RIGHTS

1. Any pre-existing right of permanency or other term of service in the Public Sector of Western Australia is not affected by this Agreement. Provided that nothing in this Agreement shall prevent a medical practitioner from relinquishing permanency in accordance with the provisions of this agreement.

2. Medical officers and medical practitioners shall retain accrued and pro rata entitlements to sick leave, long service leave, conference and overseas study leave, and other benefits as agreed to between employers and the Association, as at the date of effect of this Agreement. Such entitlements shall be paid at the rate of pay applicable at the time the leave is taken.

8. DEFINITIONS

“Association” means the Western Australian Branch of the Australian Medical Association Incorporated.

“Board of Reference” means a panel consisting of a person nominated by the employer, a person nominated by the employee’s representative and an independent Chairperson appointed by the Western Australian Industrial Relations Commission.

“Health Department” means the Health Department of Western Australia.

“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 WA.

“Medical Practitioner” means a medical practitioner as defined under the Medical Act 1894 as amended from time to time.

“Registrar” means a registered medical practitioner employed as a registrar. A registrar may be appointed by a teaching hospital with or without the Part 1 Examination of an appropriate specialist qualification acceptable to the National Specialist Qualification Advisory Committee established under the Health Insurance Act 1973.

“Resident Medical Officer” means a registered medical practitioner employed as a resident medical officer by a teaching hospital and in the second or subsequent years of relevant experience following graduation.

“Senior Registrar” means a registered medical practitioner employed as a senior registrar by a teaching hospital, Health Department or Health Service and who has obtained an appropriate specialist qualification acceptable to the National Specialist Qualification Advisory Committee established under the Health Insurance Act 1973.

“Supervised Medical Officer” means a registered non-specialist medical practitioner, not being in a recognised training programme and requiring clinical supervision by a specialist/consultant or Senior Medical Practitioner.

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

“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 programme.

“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 Health Department’s Public Health Medicine training programme or an advanced trainee of the Australasian Faculty of Public Health Medicine appointed to a position within public health services.
PART 2 - MEDICAL OFFICERS (SERVICE & TRAINEE POSITIONS)

9. CONTRACT OF SERVICE

1. Appointments shall be as agreed in writing between the employer and the employee and shall normally be for 52 continuous weeks.

2. Full and part time employees shall be appointed subject to a probationary period of six months. During the period of probation either party may give four weeks notice or such lesser period as is agreed between the medical officer and the employer. The probationary period shall not apply:
   a. to interns, or
   b. where the employee is appointed for a consecutive term.

In the case of interns a performance review process will apply no later than six months after commencement to assist the intern to satisfactorily progress.

3. a. Notwithstanding 1 above, all new appointments as Supervised Medical Officer shall be on 5 year fixed term contracts unless the employer and employee agree otherwise.
   b. There shall be no automatic right of reappointment upon expiry of a contract.

A Supervised Medical Officer who, upon expiry of a fixed term contract, is unsuccessful in seeking reappointment for reasons other than misconduct shall be paid 10% of the cumulative base salary prescribed in Schedule A for that employee over the life of the contract to a maximum of 5 years.

No other termination, redundancy or severance payment shall be made except as provided for in this Agreement.

b. A Supervised Medical Officer with permanent tenure shall 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 shall be paid pro rata long service leave after 5 years of continuous service in addition to the amount specified in paragraph b.

c. This subclause shall not apply to Supervised Medical Officers who are in:
   - a recognised medical college approved training programme, or
   - service positions which are not recognised training programmes but are designed to offer experience and/or training.

4. Subject to clause 7 any contract of employment including a fixed term contract may be terminated by either the employer or the employee giving the following notice:
   a. For contracts of less than 52 weeks - 4 weeks' notice.
   b. For contracts of 52 weeks and up to but not including 104 weeks - 6 weeks' notice.
   c. For contracts of 104 weeks and up to but not including 156 weeks - 8 weeks' notice.
   d. For contracts of 156 weeks' duration or longer - 12 weeks’ notice.

In lieu of the giving of the required notice the employer or the employee may pay or forfeit as the case may be salary commensurate with the residual period of notice otherwise required. Provided that the employer and the employee may agree to a lesser period of notice.

5. Notwithstanding the other provisions of this clause, the employer may, without prior notice, dismiss an
employee for refusal or neglect to obey lawful orders or for serious misconduct.

6. An employee who is dismissed may appeal to a Board of Reference provided that the application is made within one month of the operative date of the dismissal.

7. An employee whose contract of employment expires or who is terminated shall be paid all monies due to such employee on the last day of service, except where unusual circumstances prevent this in which case payment shall be made as soon as possible thereafter but in any case not more than three working days thereafter.

8. Employees may be seconded on the approval of, and after consultation between the relevant employing authorities, to any Government recognised hospital or agency. In this subclause “employing authority” is as defined in the Public Sector Management Act 1994.

Employees in their intern year may be seconded in accordance with this subclause as appropriate to the employee’s training.

10. PART TIME EMPLOYEES

1. A part time employee is one who is engaged in regular and continuing employment for less than an average of 40 hours per week.

2. Employees may be employed on a part time basis at level 2 and above, provided that, where an employee is in a recognised training programme approved by the appropriate College for the purpose of obtaining a postgraduate qualification, the appointment of an employee(s) on a part time basis shall be subject to the College’s training requirements.

3. A part time employee’s minimum weekly hours shall be specified at the commencement of the employment and be worked in minimum continuous periods of three hours. An employee may work additional hours by agreement with the employer.

4. A part time employee shall, subject to Clause 16 - Shift, Weekend and Public Holiday Penalties, be paid 1/40th of the rate for their classification for each ordinary hour worked. Clause 17 - Payment for Overtime shall apply where the employee works in excess of 80 hours in a pay period.

5. a. A part time employee shall be entitled to pro rata annual, sick and long service leave entitlements in the same ratio as the employee’s ordinary hours bear to 40.

b. If during a qualifying period the ordinary hours of a part time employee vary, the ordinary hours worked shall be averaged over the qualifying period.

c. A part time employee shall be entitled to be paid public holidays in accordance with Clause 30 - Public Holidays of this Agreement provided the public holiday occurs on a day on which the employee is normally rostered to work. Where a part time employee is required to work on a public holiday the provisions of Clause 16 - Shift, Weekend and Public Holiday Penalties shall apply.

6. The employer shall advise the Executive Director of the Association by 1st February each year of the number of part time positions.

11. CASUAL EMPLOYEES

1. Casual employees may be employed for minimum periods of three hours.

2. Casual employees will not be employed at Level 1 and shall not normally be employed at Levels 2 or 3.

3. Casual employees shall be paid 1/40th of the rate for their classification for each hour worked, plus an additional 20% loading.
4. A casual employee shall not be entitled to receive leave entitlements.

5. The contract of employment of a casual employee may be terminated by either party giving three hours notice or payment or forfeiture, as the case may be, of three hours salary in lieu thereof.

6. The employer shall advise the Association by 1 February each year of the number of casual employees employed during the preceding calendar year.

12. **SALARIES**

1. Salaries or salary ranges applicable to employees covered by this Agreement calculated on the basis of a forty hour week shall be those prescribed in Schedule A, provided that:

   a. The salary of an Intern shall be at Level 1.

   b. The salary of a Resident Medical Officer shall be within the range of Levels 2 to 4 inclusive, based on years of relevant experience after graduation. Level 4 shall apply to 4th and subsequent years of experience after graduation.

   c. The salary of a Registrar shall be within the range of Levels 5 to 8 inclusive based on years of relevant experience in that capacity.

   d. The salary of a Senior Registrar shall be within the range of Levels 9 to 10, based on years of relevant experience in that capacity and shall proceed to levels 11 and 12 if not appointed to a consultant position.

   e. The salary of a trainee psychiatrist shall substantively be within the range of levels 5 to 10 inclusive based on years of relevant experience in that capacity with level 10 available only to those undertaking their elective year. However, in recognition of the shortage of trainee psychiatrists, the range payable will be increased by 2 increments to 7 to 12 inclusive as an attraction and retention strategy. Level 12 shall only be available to those undertaking their elective year.

   The salary of a trainee psychiatrist who commences employment on or after 1 January 2001 shall, unless the Association and the employer(s) who commence a review in January 2000 agree otherwise, be employed within the range of levels 5-10 inclusive with Level 10 only being available to those undertaking their elective year.

   f. The salary of a trainee medical administrator or a trainee public health physician shall be within the range of levels 6 to 9 inclusive based on years of relevant experience in that capacity.

   g. The salary of a Supervised Medical Officer shall be within the range of levels 5 to 12 inclusive, based on years of relevant experience in that capacity.

   h. Subject to the provisions of this Agreement, a medical officer shall be employed in accordance with the level of work performed.

2. Subject to good conduct, satisfactory performance, diligence and efficiency, an employee shall proceed from their point of entry into the salary range to the maximum of the range for the particular class of employment according to the increments in their salary range.

3. Salaries shall be paid fortnightly.


An employee who completes his/her fixed term contract shall be paid an additional 2% of his/her cumulative base annual salary prescribed in Schedule A over the life of the individual contract provided that:
a. If applicable the employee completes outstanding discharge summaries to the satisfaction of the Head of Department.

b. The payment shall not be calculated on salary earned by the employee prior to entering into this Agreement.

c. In the event that employees other than Supervised Medical Officers are to be employed for more than 52 weeks at a time, the employer(s) and the Association shall review the timing of this payment.

13. HIGHER QUALIFICATIONS

1. An employee, other than a senior registrar, who has obtained an appropriate specialist qualification (acceptable to the National Specialist Qualification Advisory Committee of Australia established under the Health Insurance Act 1973) shall be paid an allowance of $1179.00 per annum (as at the commencement of this Agreement).

2. The above allowance shall be adjusted at the same time and by the same proportion as any adjustment to the minimum weekly salary rate prescribed from time to time for an employee Level 8.

14. HOURS OF DUTY

1. An employee’s ordinary hours of duty shall consist of 40 hours per week to be rostered in accordance with the provisions of Clause 15 - Rosters.

2. Employees’ hours of duty shall be worked so as to provide the following time off duty:
   a. Eight days free from ordinary hours of duty in each 28 day cycle.
   b. Where practicable, at least two consecutive days off duty shall be granted and shall not be preceded by a night shift unless the medical officer is rostered to work on evening or night shift immediately following rostered days off.
   c. Twelve evenings off, Monday to Friday inclusive between the hours of 6.00 pm and 8.00 am, in each 28 day cycle, provided that, by agreement between the Association and the employer, designated positions shall be exempted from the provisions of this subclause.

3. a. Where an employee is required to resume duty before having had eight consecutive hours off duty the subsequent hours worked until released from duty for eight consecutive hours, shall be deemed overtime and paid for in accordance with Clause 17 - Payment for Overtime. An employee released from duty shall be entitled to be absent for eight consecutive hours without loss of pay for ordinary working hours occurring during such absence.

   b. Where necessary, employers may require employees to work during their time off periods provided the rostered hours of work of any employee shall not exceed 75 hours in any period of seven consecutive days nor more than 140 hours in any 14 days or 280 hours in any period of 28 consecutive days.

4. a. Employees shall not be rostered to work more than four consecutive nights. Provided that an employee may be rostered to work a maximum of five consecutive nights where the total number of rostered hours does not exceed 50.

   b. Employees shall not be rostered for duty for more than 18 consecutive hours except by
agreement between the employer and employee. Where an employee works beyond 18 consecutive hours, the additional hours shall be deemed overtime and paid for in accordance with Clause 17 - Payment for Overtime.

c. Employees shall be rostered for duty for minimum periods of three hours.

5. Meal breaks shall be a minimum of 30 minutes and shall not be counted as time worked, provided that where an employee is held on call within the hospital, the period on call shall be counted as part of the employee’s ordinary working hours.

6. An employee shall not be compelled to work for more than five hours without a break for a meal, provided that an employee who commences work at or before 7.00 am may be required to work for six hours before having a meal break. Provided further that where rostered duty exceeds nine consecutive hours, an additional meal break shall be provided at the completion of each further period of five hours after the completion of the first meal break.

15. ROSTERS

1. Employee’s hours of duty shall be worked according to a roster or rosters which shall operate over either a 14 day or 28 day period and be exhibited at some reasonably convenient place accessible to the employees to whom it applies.

2. The roster or rosters shall set out the employees times of commencing and ending each period of duty for a period of not less than 14 consecutive days and such rosters shall be posted at least seven days in advance of their commencement of operation.

3. Except in cases of emergency or where the employee concerned so agrees, rosters shall not be amended during their currency. Provided, however, that by agreement amongst themselves and where appropriate clinically, employees may replace one another for periods of rostered duty provided that the employees notify and receive approval from the appropriate Head of Department or nominee which shall not be unreasonably refused.

4. Rosters shall be drawn up so as to provide at least eight hours off between successive periods of duty and allow adequate time for rest and sleep.

5. Provided that:

a. The employer and the employee may agree to a roster that does not conform with the provisions of this clause and Clause 14 - Hours of Duty.

b. Special arrangements may be made by agreement between the employer and the employee should an officer 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.

16. SHIFT, WEEKEND AND PUBLIC HOLIDAY PENALTIES

1. Ordinary hours worked before 6.00am or after 6.00pm on any weekday shall be paid an additional 15% loading.

2. Ordinary hours worked on a Saturday or Sunday shall be paid an additional 50% loading.

3. Work performed on a public holiday shall be paid at:

a. the rate of 250%, or

b. if the employer and employee agree, at the rate of 150% and in addition the employee shall be allowed to observe the holiday on a day acceptable to the employer and the employee, provided
that no more than five days may be accumulated at any one time.

17. PAYMENT FOR OVERTIME

1. Full Time Employees
   a. Time worked in excess of 160 hours in any four week cycle shall be paid at the rate of 150%.
   b. Time worked in excess of 240 hours in any four week cycle shall be paid at the rate of 200%.

2. Part Time Employees
   a. Time worked in excess of 80 hours in any two week pay period shall be paid at the rate of 150%.
   b. Time worked in excess of 120 hours in any two week pay period shall be paid at the rate of 200%.

3. In lieu of payment for overtime an employee, on written request, may at the discretion of the employer, be allowed time off proportional to the payment to which the employee is entitled to be taken at a time convenient to the employer.

18. ON CALL AND CALL BACK

1. On Call
   a. For the purposes of this Agreement an employee is on call when the employee is directed by the employer to remain readily contactable and available to return to work outside of the employee’s normal hours of duty.
   b. Employees shall be rostered on call in accordance with clinical need by the Medical Superintendent in consultation with the Head of the Department.
   c. An employee rostered on call shall be paid an hourly allowance equal to $4.03. This allowance shall be increased to:
      - $4.15 from the first pay period commencing on or after 1 January 1999.
      - $4.28 from the first pay period commencing on or after 1 January 2000.
      Provided that payment in accordance with this paragraph shall not be made with respect to any period for which payment is otherwise made in accordance with the provisions of this clause when the employee is recalled to work.
   d. Annualised payments.
      (i) Where an agreement between the employer and all employees in a department 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 department) or employees may, by giving four weeks written notice, withdraw from such an annualised payment system.

2. Call Back
   a. An employee recalled to work shall be paid a minimum of two hours for a call back as follows:
      (i) for work on any day between 6.00am and midnight at the rate of 150%.
(ii) for work on any day between midnight and 6.00am at the rate of 200%.

b. The employee shall not be obliged to work for two hours if the work for which the employee was recalled is completed in less time, provided that if the employee is called out within two hours of starting work on a previous recall the employee shall not be entitled to any further payment for the time worked within that period of two hours.

c. If the call back period exceeds two hours, the employee shall be paid at the rate of 150% for the first additional hour and thereafter at the rate of 200%. Provided that any time worked during the call back period between midnight and 6.00am on any day shall be paid at the rate of 200%.

d. Where an employee is recalled to work, payment for the call back shall commence from:

(i) In the case of a employee who is on call, from the time the employee starts work;

(ii) In the case of an employee who is not on call, the time the employee embarks on the journey to attend the call. Provided that where a employee is recalled within two hours prior to commencing normal duty, any time spent in travelling to work shall not be included with actual duty performed for the purpose of determining payment under this paragraph.

Subject to the minimum two hour payment, payment for the call back shall cease when the work is completed or when the employee commences normal duty, whichever occurs first.

e. An employee who is required to use the employee’s motor vehicle when recalled to work shall be reimbursed all expenses incurred in accordance with the provisions of Schedule B of this Agreement.

3. Notwithstanding the above provisions of this clause, where an employer and the Association agree, other arrangements may be made for compensation of on call and call back.

19. PROTECTIVE CLOTHING

Protective clothing shall be supplied free of charge to each employee as required and shall be laundered at the expense of the employer. Any such clothing shall remain the property of the employer and must be returned at the completion of the employee’s period of service.

20. EXAMINATION LEAVE

1. Upon application employees shall be granted leave with pay in order to attend examinations within Australia and New Zealand for higher qualifications which have been approved by the employer.

2. Leave granted shall be such as to allow the employee to travel to and from the centre at which the examination is to be held by the fastest means possible. The employee will be free from duties on a working day for a study day, immediately preceding the examination.

3. Leave granted under this clause shall be in addition to the entitlement conferred by Clause 29 - Annual Leave.

4. Where an employee has been granted leave under this clause, notification of the results of the examination shall be forwarded to the employer on receipt by the employee or as soon as practicable thereafter.

21. STUDY/PROFESSIONAL DEVELOPMENT

1. Upon application an employee shall be entitled to take up to two weeks of his/her annual leave entitlement within one month of the date of the approved examination for which such employee is
studying.

2. Applications for leave under this clause shall be made to the employer at least 2 months prior to the commencement of the leave and shall include evidence of registration for the examination.

3. Special leave with or without pay for additional study leave, conferences or other purposes, including interstate or overseas professional development, may be granted to junior medical officers for periods of up to twelve months or more at the discretion of the employer.
PART 3 - SENIOR MEDICAL PRACTITIONERS

22. APPLICATION OF AMA MEDICAL PRACTITIONERS’ AGREEMENT 1996

All senior and specialist medical practitioners shall continue to have access to the Western Australia Government Health Industry Medical Officers and Medical Practitioners Agreement 1996 subject to the employers and the Association reaching agreement on revised conditions to apply to their employment to be incorporated into this Agreement for all salaried medical practitioners.

23. CONTRACT OF SERVICE AND HOURS

24. SALARIES AND SALARY RANGES

25. PRIVATE PRACTICE

26. SESSIONAL MEDICAL PRACTITIONERS

27. SHIFT AND WEEKEND WORK

NO LONGER APPLICABLE
PART 4 - GENERAL PROVISIONS

28. CONFIDENTIALITY

A medical practitioner shall not be bound, without the consent of the patient, to divulge any information which the medical practitioner has learned in attending the patient, and which was necessary to enable the medical practitioner to prescribe or act for the said patient, to any person other than the Medical Superintendent, Deputy Medical Superintendent or senior medical staff of the hospital, or to the Commissioner, Health Department of Western Australia or the Commissioner's delegate when the medical practitioner is employed on secondment to a hospital for which the Commissioner or the Commissioner's delegate acts as Medical Superintendent.

29. ANNUAL LEAVE

1. Except as provided in subclause (2), employees shall be entitled to four weeks' annual leave on full pay after 52 weeks' continuous service. The entitlement accrues pro rata on a weekly basis.

2. Employees who are rostered to work their ordinary hours on Sundays and/or public holidays during a qualifying period of employment for annual leave shall be entitled to receive additional annual leave as follows -

   a. If 35 ordinary shifts on such days have been worked - one week

   b. If less than 35 ordinary shifts on such days have been worked the employee shall be entitled to have one additional day's leave for each seven ordinary shifts so worked, provided that the maximum additional leave shall not exceed five working days.

3. An employee who during a qualifying period towards an entitlement of annual leave was employed on a part time or sessional basis only may elect to take a lesser period of annual leave calculated by converting the part time or sessional service to equivalent full-time service.

4. 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 employee.

5. Accrued annual leave may, by agreement between the employer and employee, be taken before the completion of 52 weeks' continuous service.

6. Annual leave may also, by agreement between the employer and employee, be taken in advance of it having accrued. Provided that in such a case the advance payment shall be offset against any future leave accruing or against monies otherwise payable to the employee on termination. No refund is required in the event of the death of the employee.

7. All annual leave taken shall be at the rate of salary applicable at the time of taking such leave.

8. 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 shall 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 employee accumulates more than three years entitlement, the employer may impose conditions on the taking of the leave.

9. Notwithstanding the provisions of this clause, the employer may direct an employee to take accrued annual leave and may determine the date on which such leave shall commence.

10. Employees upon request shall receive their ordinary pay and any allowances due to them for the period of their annual leave prior to going on such annual leave.

11. a. If an employee lawfully leaves his or her employment, or that employment is terminated by the employer through no fault of the employee, before the employee has taken annual leave to which he or she is entitled, the employee is to be paid for the untaken leave.
b. If any employee leaves his or her employment, or that employment is terminated by the employer, in circumstances other than those referred to in paragraph a, before the employee has taken annual leave to which he or she is entitled, the employee 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 shall be made on the death of an employee

12. Annual leave loading has been annualised into the base salary.

13. In the case of any medical practitioner transferring from one employer to another employer covered by this Agreement the annual leave entitlement may be transferred.

14. An employee who has accrued more than four weeks annual leave may by written agreement with the employer cash out some or all of the excess.

30. PUBLIC HOLIDAYS

1. The following days shall be regarded as public holidays for the purpose of this Agreement and shall be granted to full time employees:


2. When a public holiday falls on a Saturday or Sunday the holiday shall be observed on the next succeeding Monday, provided that when Boxing Day falls on a Saturday, Sunday or Monday the holiday shall be observed on the next succeeding Tuesday.

3. When one or more public holidays fall during a period of annual leave the holiday or holidays shall 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 an employee is rostered off duty and the employee has not been required to work on that day, the employee shall 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 employee.

5. An employee who is required to be on call in accordance with the provisions of Clause 18 - On Call and Call Back of this agreement on a day observed as a public holiday during what would normally have been the employee's ordinary hours shall be allowed to observe that holiday on a day mutually acceptable to the hospital and the employee.

6. Two additional days of paid leave shall be granted in 1998 reducing to one additional day in 1999 with any entitlement to accrue additional days under this subclause ceasing from 1 January 2000. The additional day(s) may be taken at a time mutually agreed between the employer and employee provided that:

   a. The day(s) are not cumulative and may only be taken in the year in which they accrue;

   b. In 1998 not more than one day may be taken before Easter Monday;

   c. The employer and employees may agree alternative arrangements for the taking of the day(s) or payment in lieu thereof.

31. SICK LEAVE

1. An employee who is incapacitated for duty in consequence of illness or injury shall be entitled to be paid sick leave in accordance with the provisions of this clause.

2. A full time employee shall accrue an entitlement of 10 days paid sick leave per annum. A part time
employee shall accrue a pro rata entitlement.

3. An employee in his/her first 12 months of service may take up to 10 days paid sick leave in advance of the entitlement having accrued. Sick leave taken in advance may be offset against any future accrual or against monies otherwise payable to the employee at the end of his/her employment.

4. The entitlement, to the extent that it is unused, shall accumulate from year to year and may be taken in any subsequent year.

5. An employee who is incapacitated for duty in consequence of illness or injury shall, as soon as possible, notify the employer of the fact and shall also advise the likely date of resuming duty.

6. No sick leave with pay exceeding two consecutive working days shall be granted without an adequate medical certificate or other evidence satisfactory to the employer. Provided that the number of days sick leave which may be granted without the production of a medical certificate shall not exceed, in the aggregate, five working days in any one calendar year.

7. An employee who is unable to resume duty on the expiration of the period shown in the first certificate, shall produce a further certificate and shall continue to do so upon the expiration of the period respectively covered by such certificates.

8. Where an employee 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 employee is or was as a result of the illness confined to the employee’s place of residence or a hospital for a period of at least seven consecutive calendar days, the employer may grant the employee sick leave for the period during which the employee was so confined and reinstate the employee annual leave equivalent to the period of confinement.

9. Where an employee 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 employee is or was confined to the employee’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 employee was so confined and reinstate the employee long service leave equivalent to the period of confinement.

10. No leave on account of illness or injury shall be granted with pay if the illness or injury has been caused by misconduct of the employee or in any case of absence from duty without sufficient cause.

11. Where an employee suffers a disability within the meaning of Section 5 of the Workers’ Compensation and Rehabilitation Act 1981, which necessitates that employee being absent from duty, sick leave with pay shall be granted to the extent of sick leave credits. In accordance with Section 80(2) of the Workers’ Compensation and Rehabilitation Act 1981 where the claim for workers’ compensation is decided in favour of the employee, sick leave credit is to be reinstated and the period of absence shall be granted as sick leave without pay.

12. a. Where an employee resigns or is terminated by the employer through no fault of the employee and is engaged by another respondent to this Agreement 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 employee’s credit shall remain to such employee’s credit and subclauses (2) and (3) shall continue to apply to such employee.

b. Where an employee was, immediately prior to being employed by the employer, employed by any other WA government employer or by the Commonwealth or any other State of Australia and the period between the date when the employee ceased the 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 that employee additional sick leave credits up to those held at the date the employee ceased the previous employment.
13. A pregnant employee shall not be refused sick leave by reason only that the "illness or injury" encountered by the employee is associated with the pregnancy.

32. **LONG SERVICE LEAVE**

1. a. An employee employed on a full time basis is entitled to thirteen weeks long service leave at their ordinary rate of pay on the completion of a period of ten years of continuous service and an additional thirteen weeks of long service leave on full pay for each subsequent period of ten years of continuous service completed by the employee.

   b. A part time employee shall be entitled to long service leave in accordance with this clause, payment for which shall be calculated in accordance with the same ratio as the employees ordinary hours, averaged over the qualifying period, bear to 40.

2. Notwithstanding the provisions of subclause (1) an employee who, during a qualifying period towards an entitlement of long service leave was employed continuously on both a full-time and part-time basis or a part time basis only may elect to take a lesser period of long service leave calculated by converting the part time service to equivalent full-time service.

3. An employee shall 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 an employee shall take long service leave at any time within three years of the leave becoming due. Provided that the employer may approve the deferment of taking long service leave beyond three years in "exceptional circumstances". "Exceptional circumstances" shall include retirement within five 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 employee notice in writing of the withdrawal or variation.

   Employees having more than one entitlement to long service leave at 1 November 1997 shall be required to clear one full entitlement of long service leave by 1 November 2000 and a further full entitlement within each 3 years thereafter until the employee's entitlement to long service leave has been cleared.

5. Upon the application of an employee, the employer may approve the taking by the employee:

   a. of double the period of long service leave entitlement on half pay instead of the period of long service leave entitlement on full pay; or

   b. of any portion of long service leave entitlement on full pay or double the portion on half pay, provided that the minimum portion of long service leave entitlement taken shall be one complete month's entitlement or a multiple thereof.

6. Continuous service shall not include:

   a. any period during which an employee is absent on a long service leave entitlement or any portion thereof;

   b. any period exceeding two weeks during which the employee is absent on leave without pay, unless the employer determines otherwise;

   c. any service by an employee who resigns, is dismissed or whose services are otherwise terminated other than service prior to such resignation, dismissal or termination when that prior service had actually entitled the employee to long service leave.

7. A lump sum payment for long service leave accrued in accordance with this clause and for pro-rata long service leave shall be made in the following cases:

   a. As a retiring allowance, to an employee who retires at or over the age of fifty five years or who
is retired on the grounds of ill health, provided that no payment shall be made for pro-rata long service leave unless the employee has completed twelve months' continuous service.

b. To an employee who, not having resigned, is retired for any other cause; provided that no payment shall be made for pro-rata long service leave unless the employee has completed three years' continuous service before the date of retirement.

c. To the estate of an employee in the event of death, unless the employee is survived by a spouse legally dependent on him/her or some other person legally so dependent who is approved by the employer for the purpose. Provided that no payment shall be made for pro-rata long service leave unless the employee had completed twelve months' continuous service prior to the date of death.

8. a. An employee may, prior to commencing long service leave, apply to change the commencement date and the employer may approve the change.

b. Subject to the provisions of subclause (6) the service of an employee shall not be deemed to have been broken if the employee's employment is ended by the employer for any reason other than misconduct or unsatisfactory service but only if -

(i) the employee resumes employment under this Agreement not later than six months from the day on which the employment ended; and

(ii) payment pursuant to subclause (7) of this clause has not been made.

9. a. Where an employee, immediately prior to being employed by the employer was employed by any other WA government employer or by the Commonwealth or any other State of Australia, and the period between the date when the employee 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, the employee shall be entitled to thirteen weeks of long service leave on full pay on the date determined by:

(i) calculating the pro rata portion of long service leave to which the employee 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 shall be deducted from any long service leave to which the employee may become entitled under this clause; and

(ii) by calculating the balance of the long service leave entitlement of the employee upon appointment by the employer in accordance with the provisions of subclause(1) of this clause.

b. In addition to any entitlement arising from the application of paragraph (a) of this subclause, an employee previously employed by any other WA government employer may, on approval of the employer be credited with any period of long service leave to which the employee 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 employee to accumulate the entitlement.

c. An employee previously employed by the Commonwealth or by any other State of Australia shall not proceed on any period of long service leave without the express approval of the employer until the employee 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.

d. Nothing in this Agreement confers on any employee previously employed by the Commonwealth or by any other State of Australia any entitlement to a complete period of long service leave that accrued in the employee's favour prior to the date on which the employee commenced employment under this Agreement.
10. An employee 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 (1) for a long service leave entitlement.

33. FAMILY LEAVE

1. An employee is entitled to paid family leave of up to two days in a calendar year to care for an ill family member provided the days used are sick leave entitlements accrued from the previous years of service and are not the employee’s entitlements for the current year.

2. In this clause, “family member” means:
   a. A spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee; or
   b. A child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee; or
   c. Any other person who lives with the employee as a member of the employee’s family.

3. Family leave is not cumulative from year to year.

4. An absence on family leave must, if required by the employer, be supported by a certificate, dated at the time of the absence, from a registered medical practitioner, stating that the family member was ill.

34. BEREAVEMENT LEAVE

1. An employee is entitled to paid bereavement leave for up to [2] days on the death of a family member (as defined in clause 33, subclause 2).

2. If required by the employer, bereavement leave must be supported by evidence that would satisfy a reasonable person as to:
   a. the death that is the subject of the leave sought; and
   b. the relationship of the employee to the deceased person.

35. PARENTAL LEAVE

An employee shall be entitled to Parental Leave in accordance with Division 6 - Parental Leave of the Minimum Conditions of Employment Act 1993.

36. LEAVE FOR COLLEGE OFFICE BEARERS

National Office Bearers of Medical Colleges shall be allowed up to 5 days of paid leave each year to attend to functions required of their office.

Provided that this shall, unless otherwise agreed between the employers and the Association, only apply to the offices of President, Vice President, Treasurer, Secretary for Colleges and Faculties which are formally recognised by the National Specialist Qualifications Advisory Committee of Australia.

37. SPECIAL LEAVE

NO LONGER APPLICABLE
Special leave with or without pay for conferences and other purposes including study leave may be granted at the discretion of the employer.

38. **HIGHER DUTIES**

An employee who is directed by the employer to act in a position which carries a higher rate of pay than that which he or she usually performs, and who performs the full duties and accepts the full responsibility of the higher position for more than ten consecutive working days, shall be paid the higher rate whilst so engaged.

39. **TRAVEL ALLOWANCE**

1. Reasonable costs of travel will be provided for calls to the hospital out of normal working hours.

2. An employee required by the employer to visit another centre in the course of official duties shall have reasonable costs of travel provided. This subclause shall not apply to travel between the employee’s home and daily place of work.

40. **DISTRICT ALLOWANCE**

1. Subject to provisions of this Agreement the provisions of Schedule C - District Allowances of this agreement shall apply.

2. For the purposes of this clause the following terms shall have the following meanings:

   “Dependant” in relation to an employee means:
   a. spouse; or
   b. where there is no spouse, a child or any other relative resident within the State who relies on the employee for his or her main support; who does not receive a district or location allowance of any kind.

   “Partial dependant” in relation to an employee (for the purpose of district allowance) means:
   a. a spouse; or
   b. where there is no spouse, a child or any other relative resident within the State who relies on the employee for his or her main support; who receives a district or location allowance of any kind less than that applicable to an employee without dependants under any award, agreement or other provision regulating the employment of the partial dependant.

   “Spouse” means an employee’s spouse including de facto spouse.

3. **Boundaries**

For the purpose of Schedule C - District Allowance of this Agreement, the boundaries of the various districts shall be as described hereunder.

   **District:**
   a. The area within a line commencing on the coast; thence east along lat 28 to a point north of Tallering Peak, thence due south to Tallering Peak thence southeast to Mt Gibson and
Burracoppin; thence to a point southeast at the junction of lat 32 and long 119; thence south along long 119 to coast.

b. The area within a line commencing on the south coast at long 119 then east along the coast to long 123; then north along long 123 to a point on lat 30; thence west along lat 30 to the boundary of (a) District.

c. The area within a line commencing on the coast at lat 26; thence along lat 26 to long 123; thence south along long 123 to the boundary of (b) District.

d. The area within a line commencing on the coast at lat 24; thence east to the South Australian border; thence south to the coast; thence along the coast to long 123 thence north to the intersection of lat 26; thence west along lat 26 to the coast.

e. The area of the State situated between the lat 24 and a line running east from Carnot Bay to the Northern Territory Border.

f. The area of the State north of a line running east from Carnot Bay to the Northern Territory Border.

4. An employee shall be paid a district allowance at the standard rate prescribed in Column II of Schedule C - District Allowance of the Agreement, for the district in which the employee’s headquarters is located. Provided that where the employee’s headquarters is situated in a town or place specified in Column III of Schedule C - District Allowance of this Agreement, the employee shall be paid a district allowance at the rate appropriate to that town or place as prescribed in Column IV of the said schedule.

5. An employee who has a dependant shall be paid double the district allowance prescribed by subclause (4) for the district, town, or place in which the employee’s headquarters is located.

6. Where an employee has a partial dependant the total district allowance payable to the employee shall be the district allowance prescribed by subclause (4) plus an allowance equivalent to the difference between the rate of district or location allowance the partial dependant receives and the rate of district or location allowance the partial dependant would receive if he or she was employed in a full time capacity under the award, agreement or other provision regulating the employment of the partial dependant.

7. When an employee is on approved annual recreational leave, the employee shall for the period of such leave, be paid the district allowance to which he or she would ordinarily be entitled.

8. When an employee is on long service leave or other approved leave with pay (other than annual recreational leave), the employee shall only be paid district allowance for the period of such leave if the employee, dependant/s or partial dependant/s remain in the district in which the employee’s headquarters are situated.

9. When an employee leaves his or her district on duty, payment of any district allowance to which the employee would ordinarily be entitled shall cease after two weeks unless the employee’s dependant/s or partial dependant/s remain in the district or as otherwise approved by the employer.

10. When an employee is provided with free board and lodging by the employer or a public authority the allowance shall be reduced to two-thirds of the allowance the employee would ordinarily be entitled to under this clause.

11. Part Time Employees

A part time employee shall be paid a proportion of the appropriate district allowance payable in accordance with the following formula:

\[
\text{Hours worked per week} \times \frac{\text{Appropriate District Allowance}}{40} = \text{District Allowance}
\]
41. **CALCULATION OF PENALTIES**

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

42. **MEAL ALLOWANCES**

1. The employer shall supply a meal to any employee:
   a. Whose rostered period of duty necessitates the employee taking a second or subsequent meal; or
   b. Who is required to work overtime which necessitates the taking of a meal away from the employee’s usual place of residence.

2. Where the employer cannot supply a meal the employee shall be reimbursed for each meal purchased at the following rates:

   - **Breakfast**: $6.25
   - **Lunch**: $7.70
   - **Evening**: $9.25

   Provided that these rates will be automatically adjusted in accordance with adjustments to the rates prescribed in Schedule H - Overtime of the Public Service Award 1992 as amended or its successor.

43. **CLAIMS FOR PAYMENT OF ENTITLEMENTS**

Employees shall submit claims for payment of overtime, call backs 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.

44. **RECOVERY OF OVERPAYMENTS**

1. Where an employee is paid for work not subsequently performed or is otherwise overpaid, the employer will, after consultation with the employee, make adjustments to the employee’s subsequent fortnightly salary payments.

2. A one-off overpayment will be recovered in the pay period immediately following the pay period in which it was made, or in the period immediately following the pay period in which it was discovered that overpayment had occurred.

3. Cumulative overpayments will be recovered at a rate agreed between the employer and the employee, provided that the rate is not less than the rate at which it was overpaid or $50.00 per week, whichever is the lesser amount per pay period.

45. **INTRODUCTION OF CHANGE**

1. a. Where an 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 employees, the employer shall notify the employees 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 medical practitioners to other work or locations and
restructuring of jobs.

Provided that where the Agreement makes provisions for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

2. a. The employer shall discuss with the employee 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 employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the Association in relation to the changes.

b. The discussion shall 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 shall provide to the employees concerned and the Association, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on medical practitioners and any other matters likely to affect employees provided that the employer shall not be required to disclose confidential information the disclosure of which would be inimical to his/her interests.

46. DISPUTE SETTLING PROCEDURES

1. Subject to Clause 3 - No Further Claims and the provisions of the Industrial Relations Act, 1979 and Clause 45 - Introduction of Change any questions, disputes or difficulties arising under this Agreement shall be settled in accordance with the following procedures.

2. Where the question, dispute or difficulty is raised by an employee, or a group of employees, the following steps shall be observed:

a. The employee(s) concerned shall discuss the matter with the Head of Department. If the matter cannot be resolved at this level the Head of Department shall, within three working days, refer the matter to the Medical Superintendent and the employee(s) shall be advised accordingly.

b. The Medical Superintendent shall, if able, answer the matter raised within one week of it being referred and, if the Medical Superintendent is not able, refer the matter to the Hospital Executive for its attention, and the employee(s) shall be advised accordingly.

c. If the matter has been referred in accordance with paragraph (b) above the employee(s) or the appropriate AMA hospital medical practitioner representative shall notify the Association, so that it may discuss the matter with the employer.

d. The employer shall, as soon as practicable after considering the matter before it, advise the employee(s) or, where necessary, the Association of its decision. Provided that such advice shall be given within one month of the matter being referred to the employer.

e. Where the parties agree that a matter is non-industrial, it may by agreement be referred to other appropriate bodies, (eg relevant Royal Colleges) for advice and/or assistance.

f. Nothing in this procedure shall prevent the parties agreeing to shorten or extend the periods prescribed.

3. Subject to Clause 3 - 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 (WAIRC), (provided that it is required that persons involved in the question, dispute or difficulty shall confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking these matters to the Commission), or

b. where the parties agree, to another independent arbitrator chosen by the parties or as a last
resort nominated by the Public Sector Standards Commission. In such a case

(i) either party may be represented in the arbitration by an agent or legal practitioner and
shall bear the costs of that representation;

(ii) the employer will meet the costs of the arbitration. Provided that where the arbitrator
determines 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. Industry 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 46.3.

5. While the above procedures are being followed no party shall take action, of any kind, which may
frustrate a settlement in accordance with the above procedures. The status quo (ie the condition applying
prior to the issue arising) will remain until the issue is resolved in accordance with the above procedures.

6. Where the employer seeks to discipline an employee, or terminate an employee the following steps shall
be observed:

a. Where an employee commits a misdemeanour, the employee’s immediate supervisor or any
authorised medical practitioner may reprimand the employee so that the employee understands
the nature and implications of his/her conduct. The employee has a right to be represented when
being reprimanded.

b. The first two reprimands shall take the form of warnings and, if given verbally, shall be
confirmed in writing as soon as practicable after the giving of the reprimand.

c. Should it be necessary, for any reason, to reprimand an employee three times, the contract of
service shall, upon the giving of that third reprimand, be terminable in accordance with the
provisions of this Agreement.

d. This procedure shall not limit the right of the employer to summarily dismiss a medical
practitioner for misconduct. Nor shall it limit the right of an employee to refer a claim for
alleged wrongful or unlawful termination to a Board of Reference.
## SCHEDULE A - FULL TIME SALARIES (BASED ON 40 HOUR WEEK)

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The salary of a Supervised Medical Officer, who commenced employment prior to the date of this Agreement, shall be within the range of levels 7 to 12 inclusive, based on years of relevant experience in that capacity.
## SCHEDULE B - MOTOR VEHICLE ALLOWANCES

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<th>AREA AND DETAILS</th>
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<td>North of 23.5° South Latitude</td>
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<td>Rest of the State</td>
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*NO LONGER APPLICABLE*
SCHEDULE C - DISTRICT ALLOWANCE

b. Employees Without Dependents (subclause 34(4)):

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<td>Esperance</td>
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<td>Nil</td>
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Double the appropriate rate as prescribed in (a) above for employees without dependants.
PART 6 - PARTIES TO THE AGREEMENT

The following are parties to the Agreement -

The Western Australian Branch of the Australian Medical Association, 14 Stirling Highway, NEDLANDS WA 6009

The Commissioner of Health, Health Department of Western Australia, 189 Royal Street, EAST PERTH WA 6004
SIGNING OF AGREEMENT, COMMON SEAL

Dated this day …………………………………………………………………………………………………………………………………………………..

Signed by Eric John Dillon
Co-ordinator, Industrial Relations
Health Department of Western Australia

as agent for and on behalf of the applicants as listed in Part 6 of this Agreement, in the presence of:

.......................................................................................................................................................................................................
.......................................................................................................................................................................................................

The Common Seal of the Western Australian Branch of the Australian Medical Association was hereunto affixed in the presence of:

.......................................................................................................................................................................................................
........................................................................................................................................................................................................
WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

INDUSTRIAL RELATIONS ACT, 1979

Metropolitan Health Service Board

- and -

Western Australian Branch of the Australian Medical Association Incorporated

(No. PSA AG 64 of 1998)

16 June 1998

ORDER

REGISTRATION OF AN INDUSTRIAL AGREEMENT

NO. PSA AG 64 OF 1998

HAVING heard Mr E. Dillon on behalf of the first named party and Mr P. Jennings on behalf of the second named party; and

WHEREAS an agreement has been presented to the Public Service Arbitrator (the Arbitrator) for registration as an Industrial Agreement; and

WHEREAS the Arbitrator is satisfied that the aforementioned agreement complies with the Industrial Relations Act, 1979;

NOW THEREFORE the Arbitrator, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the agreement titled the Western Australian Government Health Industry AMA Medical Practitioners Agreement 1998, filed in the Commission on 22 May 1998, signed by me for identification, be and is hereby registered as an Industrial Agreement.

PUBLIC SERVICE ARBITRATOR C.B. PARKS
WESTERN AUSTRALIA GOVERNMENT HEALTH INDUSTRY

AMA MEDICAL PRACTITIONERS AGREEMENT

1998

NO LONGER APPLICABLE
PART 1 - PRELIMINARIES .................................................................................................................................4
1. TITLE ..................................................................................................................................................4
2. PARTIES AND APPLICATION ...........................................................................................................4
3. NO FURTHER CLAIMS .......................................................................................................................4
4. NO STOPPAGES, BANS OR LOCKOUTS ..........................................................................................4
5. TERM, EXPIRY AND RENEGOTIATION OF AGREEMENT ..........................................................4
6. AGREEMENT FLEXIBILITY ..............................................................................................................5
7. TRANSITION / RETENTION OF RIGHTS .......................................................................................5
8. DEFINITIONS ..................................................................................................................................5

PART 2 - MEDICAL OFFICERS (SERVICE & TRAINEE POSITIONS) .........................................................................................6
9. CONTRACT OF SERVICE ....................................................................................................................6
10. PART TIME EMPLOYEES ..................................................................................................................7
11. CASUAL EMPLOYEES .......................................................................................................................8
12. SALARIES .......................................................................................................................................8
13. HIGHER QUALIFICATIONS .............................................................................................................9
14. HOURS OF DUTY ...........................................................................................................................9
15. ROSTERS ......................................................................................................................................10
16. SHIFT, WEEKEND AND PUBLIC HOLIDAY PENALTIES ............................................................11
17. PAYMENT FOR OVERTIME ............................................................................................................11
18. ON CALL AND CALL BACK ............................................................................................................11
19. PROTECTIVE CLOTHING .............................................................................................................13
20. EXAMINATION LEAVE ................................................................................................................13
21. STUDY/PROFESSIONAL DEVELOPMENT ................................................................................13

PART 3 - SENIOR MEDICAL PRACTITIONERS ..........................................................................................14
22. APPLICATION OF AMA MEDICAL PRACTITIONERS AGREEMENT 1996 .......................................14
23. CONTRACT OF SERVICE & HOURS ..............................................................................................14
24. SALARIES AND SALARY RANGES ...............................................................................................14
25. PRIVATE PRACTICE ........................................................................................................................14
26. SESSIONAL MEDICAL PRACTITIONERS ....................................................................................14
27. SHIFT & WEEKEND WORK .........................................................................................................14
PART 4 - GENERAL PROVISIONS

28. CONFIDENTIALITY
29. ANNUAL LEAVE
30. PUBLIC HOLIDAYS
31. SICK LEAVE
32. LONG SERVICE LEAVE
33. FAMILY LEAVE
34. BEREAVEMENT LEAVE
35. PARENTAL LEAVE
36. LEAVE FOR COLLEGE OFFICE BEARERS
37. SPECIAL LEAVE
38. HIGHER DUTIES
39. TRAVEL ALLOWANCE
40. DISTRICT ALLOWANCE
41. CALCULATION OF PENALTIES
42. MEAL ALLOWANCES
43. CLAIMS FOR PAYMENT OF ENTITLEMENTS
44. RECOVERY OF OVERPAYMENTS
45. INTRODUCTION OF CHANGE
46. DISPUTE SETTLING PROCEDURES

PART 5 - SCHEDULES

A SALARIES
B MOTOR VEHICLE ALLOWANCES
C DISTRICT ALLOWANCE

PART 6 - PARTIES TO THE AGREEMENT

SIGNING OF AGREEMENT, COMMON SEAL
PART 1 - PRELIMINARIES

1. TITLE

This Agreement shall be known as the Western Australian Government Health Industry AMA Medical Practitioners Agreement 1998.

2. PARTIES AND APPLICATION

1. The parties to this Agreement are the Western Australian Branch of the Australian Medical Association Incorporated (the Association) and the employers listed in Part 6.

2. Subject to Clause 22, this Agreement shall extend to and bind all medical practitioners employed throughout the State of Western Australia under the Hospital and Health Services Act 1927 or the Public Sector Management Act 1994 by the employers listed in Part 6. This Agreement shall also extend to and bind those employers.

3. The estimated number of employees bound by this Agreement upon registration is 869.

4. Subject to Clause 22, this Agreement shall replace the provisions of the Western Australian Government Health Industry Medical Officers and Medical Practitioners Agreement 1996 No. PSA AG 14 of 1995.

3. NO FURTHER CLAIMS

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

4. NO STOPPAGES, BANS OR LOCKOUTS

The employees will not engage in any stoppage, ban or limitation on the performance of work required under the employee’s contract of employment which is not authorised or agreed to. The employer will not lock out employees from their employment.

5. TERM, EXPIRY AND RENEGOTIATION OF AGREEMENT

1. This Agreement shall have effect from the first pay period commencing on or after the date of registration and shall expire three years from the date of registration.

2. Negotiations for a new agreement will commence at least six months prior to the expiry date of this Agreement.

3. If a new agreement is not registered prior to the expiry of this agreement, this Agreement shall continue in force until a new Agreement is made.

6. AGREEMENT FLEXIBILITY

In recognition of the need for maximum flexibility within this Agreement, where the employer, the Association and the majority of employee(s) concerned who attend or vote agree, mutually acceptable alternative terms and conditions may be implemented in substitution of those specified in this Agreement.
7. TRANSITION / RETENTION OF RIGHTS

1. Any pre-existing right of permanency or other term of service in the Public Sector of Western Australia is not affected by this Agreement. Provided that nothing in this Agreement shall prevent a medical practitioner from relinquishing permanency in accordance with the provisions of this agreement.

2. Medical officers and medical practitioners shall retain accrued and pro rata entitlements to sick leave, long service leave, conference and overseas study leave, and other benefits as agreed to between employers and the Association, as at the date of effect of this Agreement. Such entitlements shall be paid at the rate of pay applicable at the time the leave is taken.

8. DEFINITIONS

“Association” means the Western Australian Branch of the Australian Medical Association Incorporated.

“Board of Reference” means a panel consisting of a person nominated by the employer, a person nominated by the employee’s representative and an independent Chairperson appointed by the Western Australian Industrial Relations Commission.

“Health Department” means the Health Department of Western Australia.

“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 WA.

“Medical Practitioner” means a medical practitioner as defined under the Medical Act 1894 as amended from time to time.

“Registrar” means a registered medical practitioner employed as a registrar. A registrar may be appointed by a teaching hospital with or without the Part 1 Examination of an appropriate specialist qualification acceptable to the National Specialist Qualification Advisory Committee established under the Health Insurance Act 1973.

“Resident Medical Officer” means a registered medical practitioner employed as a resident medical officer by a teaching hospital and in the second or subsequent years of relevant experience following graduation.

“Senior Registrar” means a registered medical practitioner employed as a senior registrar by a teaching hospital, Health Department or Health Service and who has obtained an appropriate specialist qualification acceptable to the National Specialist Qualification Advisory Committee established under the Health Insurance Act 1973.

“Supervised Medical Officer” means a registered non-specialist medical practitioner, not being in a recognised training programme and requiring clinical supervision by a specialist/consultant or Senior Medical Practitioner.

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

“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 programme.

“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 Health Department’s Public Health Medicine training programme or an advanced trainee of the Australasian Faculty of Public Health Medicine appointed to a position within public health services.
PART 2 - MEDICAL OFFICERS (SERVICE & TRAINEE POSITIONS)

9. CONTRACT OF SERVICE

1. Appointments shall be as agreed in writing between the employer and the employee and shall normally be for 52 continuous weeks.

2. Full and part time employees shall be appointed subject to a probationary period of six months. During the period of probation either party may give four weeks notice or such lesser period as is agreed between the medical officer and the employer. The probationary period shall not apply:
   a. to interns, or
   b. where the employee is appointed for a consecutive term.

In the case of interns a performance review process will apply no later than six months after commencement to assist the intern to satisfactorily progress.

3. a. Notwithstanding 1 above, all new appointments as Supervised Medical Officer shall be on 5 year fixed term contracts unless the employer and employee agree otherwise.
   b. There shall be no automatic right of reappointment upon expiry of a contract.

A Supervised Medical Officer who, upon expiry of a fixed term contract, is unsuccessful in seeking reappointment for reasons other than misconduct shall be paid 10% of the cumulative base salary prescribed in Schedule A for that employee over the life of the contract to a maximum of 5 years.

No other termination, redundancy or severance payment shall be made except as provided for in this Agreement.

   c. A Supervised Medical Officer with permanent tenure shall 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 shall be paid pro rata long service leave after 5 years of continuous service in addition to the amount specified in paragraph b.

   d. This subclause shall not apply to Supervised Medical Officers who are in:
      • a recognised medical college approved training programme, or
      • service positions which are not recognised training programmes but are designed to offer experience and/or training.

4. Subject to clause 7 any contract of employment including a fixed term contract may be terminated by either the employer or the employee giving the following notice:
   a. For contracts of less than 52 weeks - 4 weeks' notice.
   b. For contracts of 52 weeks and up to but not including 104 weeks - 6 weeks' notice.
   c. For contracts of 104 weeks and up to but not including 156 weeks - 8 weeks' notice.
   d. For contracts of 156 weeks' duration or longer - 12 weeks' notice.

In lieu of the giving of the required notice the employer or the employee may pay or forfeit as the case may be salary commensurate with the residual period of notice otherwise required. Provided that the employer and the employee may agree to a lesser period of notice.

5. Notwithstanding the other provisions of this clause, the employer may, without prior notice, dismiss an
employee for refusal or neglect to obey lawful orders or for serious misconduct.

6. An employee who is dismissed may appeal to a Board of Reference provided that the application is made within one month of the operative date of the dismissal.

7. An employee whose contract of employment expires or who is terminated shall be paid all monies due to such employee on the last day of service, except where unusual circumstances prevent this in which case payment shall be made as soon as possible thereafter but in any case not more than three working days thereafter.

8. Employees may be seconded on the approval of, and after consultation between the relevant employing authorities, to any Government recognised hospital or agency. In this subclause “employing authority” is as defined in the Public Sector Management Act 1994.

Employees in their intern year may be seconded in accordance with this subclause as appropriate to the employee’s training.

10. **PART TIME EMPLOYEES**

1. A part time employee is one who is engaged in regular and continuing employment for less than an average of 40 hours per week.

2. Employees may be employed on a part time basis at level 2 and above, provided that, where an employee is in a recognised training programme approved by the appropriate College for the purpose of obtaining a postgraduate qualification, the appointment of an employee(s) on a part time basis shall be subject to the College’s training requirements.

3. A part time employee’s minimum weekly hours shall be specified at the commencement of the employment and be worked in minimum continuous periods of three hours. An employee may work additional hours by agreement with the employer.

4. A part time employee shall, subject to Clause 16 - Shift, Weekend and Public Holiday Penalties, be paid 1/40th of the rate for their classification for each ordinary hour worked. Clause 17 - Payment for Overtime shall apply where the employee works in excess of 80 hours in a pay period.

5. a. A part time employee shall be entitled to pro rata annual, sick and long service leave entitlements in the same ratio as the employee’s ordinary hours bear to 40.

b. If during a qualifying period the ordinary hours of a part time employee vary, the ordinary hours worked shall be averaged over the qualifying period.

c. A part time employee shall be entitled to be paid public holidays in accordance with Clause 30 - Public Holidays of this Agreement provided the public holiday occurs on a day on which the employee is normally rostered to work. Where a part time employee is required to work on a public holiday the provisions of Clause 16 - Shift, Weekend and Public Holiday Penalties shall apply.

6. The employer shall advise the Executive Director of the Association by 1st February each year of the number of part time positions.

11. **CASUAL EMPLOYEES**

1. Casual employees may be employed for minimum periods of three hours.

2. Casual employees will not be employed at Level 1 and shall not normally be employed at Levels 2 or 3.

3. Casual employees shall be paid 1/40th of the rate for their classification for each hour worked, plus an additional 20% loading.
4. A casual employee shall not be entitled to receive leave entitlements.

5. The contract of employment of a casual employee may be terminated by either party giving three hours notice or payment or forfeiture, as the case may be, of three hours salary in lieu thereof.

6. The employer shall advise the Association by 1 February each year of the number of casual employees employed during the preceding calendar year.

12. SALARIES

1. Salaries or salary ranges applicable to employees covered by this Agreement calculated on the basis of a forty hour week shall be those prescribed in Schedule A, provided that:

   a. The salary of an Intern shall be at Level 1.

   b. The salary of a Resident Medical Officer shall be within the range of Levels 2 to 4 inclusive, based on years of relevant experience after graduation. Level 4 shall apply to 4th and subsequent years of experience after graduation.

   c. The salary of a Registrar shall be within the range of Levels 5 to 8 inclusive based on years of relevant experience in that capacity.

   d. The salary of a Senior Registrar shall be within the range of Levels 9 to 10, based on years of relevant experience in that capacity and shall proceed to levels 11 and 12 if not appointed to a consultant position.

   e. The salary of a trainee psychiatrist shall substantively be within the range of levels 5 to 10 inclusive based on years of relevant experience in that capacity with level 10 available only to those undertaking their elective year. However, in recognition of the shortage of trainee psychiatrists, the range payable will be increased by 2 increments to 7 to 12 inclusive as an attraction and retention strategy. Level 12 shall only be available to those undertaking their elective year.

   The salary of a trainee psychiatrist who commences employment on or after 1 January 2001 shall, unless the Association and the employer(s) who shall commence a review in January 2000 agree otherwise, be employed within the range of levels 5-10 inclusive with Level 10 only being available to those undertaking their elective year.

   f. The salary of a trainee medical administrator or a trainee public health physician shall be within the range of levels 6 to 9 inclusive based on years of relevant experience in that capacity.

   g. The salary of a Supervised Medical Officer shall be within the range of levels 5 to 12 inclusive, based on years of relevant experience in that capacity.

   h. Subject to the provisions of this Agreement, a medical officer shall be employed in accordance with the level of work performed.

2. Subject to good conduct, satisfactory performance, diligence and efficiency, an employee shall proceed from their point of entry into the salary range to the maximum of the range for the particular class of employment according to the increments in their salary range.

3. Salaries shall be paid fortnightly.


An employee who completes his/her fixed term contract shall be paid an additional 2% of his/her cumulative base annual salary prescribed in Schedule A over the life of the individual contract provided that:
a. If applicable the employee completes outstanding discharge summaries to the satisfaction of the Head of Department.

b. The payment shall not be calculated on salary earned by the employee prior to entering into this Agreement.

c. In the event that employees other than Supervised Medical Officers are to be employed for more than 52 weeks at a time, the employer(s) and the Association shall review the timing of this payment.

13. HIGHER QUALIFICATIONS

1. An employee, other than a senior registrar, who has obtained an appropriate specialist qualification (acceptable to the National Specialist Qualification Advisory Committee of Australia established under the Health Insurance Act 1973) shall be paid an allowance of $1179.00 per annum (as at the commencement of this Agreement).

2. The above allowance shall be adjusted at the same time and by the same proportion as any adjustment to the minimum weekly salary rate prescribed from time to time for an employee Level 8.

14. HOURS OF DUTY

1. An employee’s ordinary hours of duty shall consist of 40 hours per week to be rostered in accordance with the provisions of Clause 15 - Rosters.

2. Employees’ hours of duty shall be worked so as to provide the following time off duty:

   a. Eight days free from ordinary hours of duty in each 28 day cycle.

   b. Where practicable, at least two consecutive days off duty shall be granted and shall not be preceded by a night shift unless the medical officer is rostered to work on evening or night shift immediately following rostered days off.

   c. Twelve evenings off, Monday to Friday inclusive between the hours of 6.00 pm and 8.00 am, in each 28 day cycle, provided that, by agreement between the Association and the employer, designated positions shall be exempted from the provisions of this subclause.

3. a. Where an employee is required to resume duty before having had eight consecutive hours off duty the subsequent hours worked until released from duty for eight consecutive hours, shall be deemed overtime and paid for in accordance with Clause 17 - Payment for Overtime. An employee released from duty shall be entitled to be absent for eight consecutive hours without loss of pay for ordinary working hours occurring during such
absence.

b. Where necessary, employers may require employees to work during their time off periods provided the rostered hours of work of any employee shall not exceed 75 hours in any period of seven consecutive days nor more than 140 hours in any 14 days or 280 hours in any period of 28 consecutive days.

4. a. Employees shall not be rostered to work more than four consecutive nights. Provided that an employee may be rostered to work a maximum of five consecutive nights where the total number of rostered hours does not exceed 50.

b. Employees shall not be rostered for duty for more than 18 consecutive hours except by agreement between the employer and employee. Where an employee works beyond 18 consecutive hours, the additional hours shall be deemed overtime and paid for in accordance with Clause 17 - Payment for Overtime.

c. Employees shall be rostered for duty for minimum periods of three hours.

5. Meal breaks shall be a minimum of 30 minutes and shall not be counted as time worked, provided that where an employee is held on call within the hospital, the period on call shall be counted as part of the employee’s ordinary working hours.

6. An employee shall not be compelled to work for more than five hours without a break for a meal, provided that an employee who commences work at or before 7.00 am may be required to work for six hours before having a meal break. Provided further that where rostered duty exceeds nine consecutive hours, an additional meal break shall be provided at the completion of each further period of five hours after the completion of the first meal break.

15. ROSTERS

1. Employee’s hours of duty shall be worked according to a roster or rosters which shall operate over either a 14 day or 28 day period and be exhibited at some reasonably convenient place accessible to the employees to whom it applies.

2. The roster or rosters shall set out the employees times of commencing and ending each period of duty for a period of not less than 14 consecutive days and such rosters shall be posted at least seven days in advance of their commencement of operation.

3. Except in cases of emergency or where the employee concerned so agrees, rosters shall not be amended during their currency. Provided, however, that by agreement amongst themselves and where appropriate clinically, employees may replace one another for periods of rostered duty provided that the employees notify and receive approval from the appropriate Head of Department or nominee which shall not be unreasonably refused.

4. Rosters shall be drawn up so as to provide at least eight hours off between successive periods of duty and allow adequate time for rest and sleep.

5. Provided that:

a. The employer and the employee may agree to a roster that does not conform with the provisions of this clause and Clause 14 - Hours of Duty.

b. Special arrangements may be made by agreement between the employer and the employee should an officer 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.

16. SHIFT, WEEKEND AND PUBLIC HOLIDAY PENALTIES

NO LONGER APPLICABLE
1. Ordinary hours worked before 6.00am or after 6.00pm on any weekday shall be paid an additional 15% loading.

2. Ordinary hours worked on a Saturday or Sunday shall be paid an additional 50% loading.

3. Work performed on a public holiday shall be paid at:
   a. the rate of 250%, or
   b. if the employer and employee agree, at the rate of 150% and in addition the employee shall be allowed to observe the holiday on a day acceptable to the employer and the employee, provided that no more than five days may be accumulated at any one time.

17. PAYMENT FOR OVERTIME

1. Full Time Employees
   a. Time worked in excess of 160 hours in any four week cycle shall be paid at the rate of 150%.
   b. Time worked in excess of 240 hours in any four week cycle shall be paid at the rate of 200%.

2. Part Time Employees
   a. Time worked in excess of 80 hours in any two week pay period shall be paid at the rate of 150%.
   b. Time worked in excess of 120 hours in any two week pay period shall be paid at the rate of 200%.

3. In lieu of payment for overtime an employee, on written request, may at the discretion of the employer, be allowed time off proportional to the payment to which the employee is entitled to be taken at a time convenient to the employer.

18. ON CALL AND CALL BACK

1. On Call
   a. For the purposes of this Agreement an employee is on call when the employee is directed by the employer to remain readily contactable and available to return to work outside of the employee’s normal hours of duty.
   b. Employees shall be rostered on call in accordance with clinical need by the Medical Superintendent in consultation with the Head of the Department.
   c. An employee rostered on call shall be paid an hourly allowance equal to $4.03. This allowance shall be increased to:
      • $4.15 from the first pay period commencing on or after 1 January 1999.
      • $4.28 from the first pay period commencing on or after 1 January 2000.
      Provided that payment in accordance with this paragraph shall not be made with respect to any period for which payment is otherwise made in accordance with the provisions of this clause when the employee is recalled to work.
   d. Annualised payments.
      (i) Where an agreement between the employer and all employees in a department 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 department) or employees may, by giving four weeks written notice, withdraw from such an annualised payment system.

2. **Call Back**

   a. An employee recalled to work shall be paid a minimum of two hours for a call back as follows:

      (i) for work on any day between 6.00am and midnight at the rate of 150%.

      (ii) for work on any day between midnight and 6.00am at the rate of 200%.

   b. The employee shall not be obliged to work for two hours if the work for which the employee was recalled is completed in less time, provided that if the employee is called out within two hours of starting work on a previous recall the employee shall not be entitled to any further payment for the time worked within that period of two hours.

   c. If the call back period exceeds two hours, the employee shall be paid at the rate of 150% for the first additional hour and thereafter at the rate of 200%. Provided that any time worked during the call back period between midnight and 6.00am on any day shall be paid at the rate of 200%.

   d. Where an employee is recalled to work, payment for the call back shall commence from:

      (i) In the case of an employee who is on call, from the time the employee starts work;

      (ii) In the case of an employee who is not on call, the time the employee embarks on the journey to attend the call. Provided that where a employee is recalled within two hours prior to commencing normal duty, any time spent in travelling to work shall not be included with actual duty performed for the purpose of determining payment under this paragraph.

      Subject to the minimum two hour payment, payment for the call back shall cease when the work is completed or when the employee commences normal duty, whichever occurs first.

   e. An employee who is required to use the employee’s motor vehicle when recalled to work shall be reimbursed all expenses incurred in accordance with the provisions of Schedule B of this Agreement.

3. Notwithstanding the above provisions of this clause, where an employer and the Association agree, other arrangements may be made for compensation of on call and call back.

19. **PROTECTIVE CLOTHING**

Protective clothing shall be supplied free of charge to each employee as required and shall be laundered at the expense of the employer. Any such clothing shall remain the property of the employer and must be returned at the completion of the employee’s period of service.

20. **EXAMINATION LEAVE**

1. Upon application employees shall be granted leave with pay in order to attend examinations within Australia and New Zealand for higher qualifications which have been approved by the employer.

2. Leave granted shall be such as to allow the employee to travel to and from the centre at which the examination is to be held by the fastest means possible. The employee will be free from duties on a working day for a study day, immediately preceding the examination.
3. Leave granted under this clause shall be in addition to the entitlement conferred by Clause 29 - Annual Leave.

4. Where an employee has been granted leave under this clause, notification of the results of the examination shall be forwarded to the employer on receipt by the employee or as soon as practicable thereafter.

21. STUDY/PROFESSIONAL DEVELOPMENT

1. Upon application an employee shall be entitled to take up to two weeks of his/her annual leave entitlement within one month of the date of the approved examination for which such employee is studying.

2. Applications for leave under this clause shall be made to the employer at least 2 months prior to the commencement of the leave and shall include evidence of registration for the examination.

3. Special leave with or without pay for additional study leave, conferences or other purposes, including interstate or overseas professional development, may be granted to junior medical officers for periods of up to twelve months or more at the discretion of the employer.
PART 3 - SENIOR MEDICAL PRACTITIONERS

22. APPLICATION OF AMA MEDICAL PRACTITIONERS’ AGREEMENT 1996

All senior and specialist medical practitioners shall continue to have access to the Western Australia Government Health Industry Medical Officers and Medical Practitioners Agreement 1996 subject to the employers and the Association reaching agreement on revised conditions to apply to their employment to be incorporated into this Agreement for all salaried medical practitioners.

23. CONTRACT OF SERVICE AND HOURS

24. SALARIES AND SALARY RANGES

25. PRIVATE PRACTICE

26. SESSIONAL MEDICAL PRACTITIONERS

27. SHIFT AND WEEKEND WORK
PART 4 - GENERAL PROVISIONS

28. CONFIDENTIALITY

A medical practitioner shall not be bound, without the consent of the patient, to divulge any information which the medical practitioner has learned in attending the patient, and which was necessary to enable the medical practitioner to prescribe or act for the said patient, to any person other than the Medical Superintendent, Deputy Medical Superintendent or senior medical staff of the hospital, or to the Commissioner, Health Department of Western Australia or the Commissioner's delegate when the medical practitioner is employed on secondment to a hospital for which the Commissioner or the Commissioner's delegate acts as Medical Superintendent.

29. ANNUAL LEAVE

1. Except as provided in subclause (2), employees shall be entitled to four weeks' annual leave on full pay after 52 weeks' continuous service. The entitlement accrues pro rata on a weekly basis.

2. Employees who are rostered to work their ordinary hours on Sundays and/or public holidays during a qualifying period of employment for annual leave shall be entitled to receive additional annual leave as follows -
   a. If 35 ordinary shifts on such days have been worked - one week
   b. If less than 35 ordinary shifts on such days have been worked the employee shall be entitled to have one additional day's leave for each seven ordinary shifts so worked, provided that the maximum additional leave shall not exceed five working days.

3. An employee who during a qualifying period towards an entitlement of annual leave was employed on a part time or sessional basis only may elect to take a lesser period of annual leave calculated by converting the part time or sessional service to equivalent full-time service.

4. 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 employee.

5. Accrued annual leave may, by agreement between the employer and employee, be taken before the completion of 52 weeks' continuous service.

6. Annual leave may also, by agreement between the employer and employee, be taken in advance of it having accrued. Provided that in such a case the advance payment shall be offset against any future leave accrual or against monies otherwise payable to the employee on termination. No refund is required in the event of the death of the employee.

7. All annual leave taken shall be at the rate of salary applicable at the time of taking such leave.

8. 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 shall 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 employee accumulates more than three years entitlement, the employer may impose conditions on the taking of the leave.

9. Notwithstanding the provisions of this clause, the employer may direct an employee to take accrued annual leave and may determine the date on which such leave shall commence.

10. Employees upon request shall receive their ordinary pay and any allowances due to them for the period of their annual leave prior to going on such annual leave.
11. a. If an employee lawfully leaves his or her employment, or that employment is terminated by the employer through no fault of the employee, before the employee has taken annual leave to which he or she is entitled, the employee is to be paid for the untaken leave.

b. If any employee leaves his or her employment, or that employment is terminated by the employer, in circumstances other than those referred to in paragraph a, before the employee has taken annual leave to which he or she is entitled, the employee 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 shall be made on the death of an employee.

12. Annual leave loading has been annualised into the base salary.

13. In the case of any medical practitioner transferring from one employer to another employer covered by this Agreement the annual leave entitlement may be transferred.

14. An employee who has accrued more than four weeks annual leave may by written agreement with the employer cash out some or all of the excess.

30. PUBLIC HOLIDAYS

1. The following days shall be regarded as public holidays for the purpose of this Agreement and shall be granted to full time employees:


2. When a public holiday falls on a Saturday or Sunday the holiday shall be observed on the next succeeding Monday, provided that when Boxing Day falls on a Saturday, Sunday or Monday the holiday shall be observed on the next succeeding Tuesday.

3. When one or more public holidays fall during a period of annual leave the holiday or holidays shall 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 an employee is rostered off duty and the employee has not been required to work on that day, the employee shall 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 employee.

5. An employee who is required to be on call in accordance with the provisions of Clause 18 - On Call and Call Back of this agreement on a day observed as a public holiday during what would normally have been the employee's ordinary hours shall be allowed to observe that holiday on a day mutually acceptable to the hospital and the employee.

6. Two additional days of paid leave shall be granted in 1998 reducing to one additional day in 1999 with any entitlement to accrue additional days under this subclause ceasing from 1 January 2000. The additional day(s) may be taken at a time mutually agreed between the employer and employee provided that:

   a. The day(s) are not cumulative and may only be taken in the year in which they accrue;

   b. In 1998 not more than one day may be taken before Easter Monday;

   c. The employer and employees may agree alternative arrangements for the taking of the day(s) or payment in lieu thereof.

31. SICK LEAVE
1. An employee who is incapacitated for duty in consequence of illness or injury shall be entitled to be paid sick leave in accordance with the provisions of this clause.

2. A full time employee shall accrue an entitlement of 10 days paid sick leave per annum. A part time employee shall accrue a pro rata entitlement.

3. An employee in his/her first 12 months of service may take up to 10 days paid sick leave in advance of the entitlement having accrued. Sick leave taken in advance may be offset against any future accruals or against monies otherwise payable to the employee at the end of his/her employment.

4. The entitlement, to the extent that it is unused, shall accumulate from year to year and may be taken in any subsequent year.

5. An employee who is incapacitated for duty in consequence of illness or injury shall, as soon as possible, notify the employer of the fact and shall also advise the likely date of resuming duty.

6. No sick leave with pay exceeding two consecutive working days shall be granted without an adequate medical certificate or other evidence satisfactory to the employer. Provided that the number of days sick leave which may be granted without the production of a medical certificate shall not exceed, in the aggregate, five working days in any one calendar year.

7. An employee who is unable to resume duty on the expiration of the period shown in the first certificate, shall produce a further certificate and shall continue to do so, upon the expiration of the period respectively covered by such certificates.

8. Where an employee 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 employee is or was as a result of the illness confined to the employee’s place of residence or a hospital for a period of at least seven consecutive calendar days, the employer may grant the employee sick leave for the period during which the employee was so confined and reinstate the employee annual leave equivalent to the period of confinement.

9. Where an employee 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 employee is or was confined to the employee’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 employee was so confined and reinstate the employee long service leave equivalent to the period of confinement.

10. No leave on account of illness or injury shall be granted with pay if the illness or injury has been caused by misconduct of the employee or in any case of absence from duty without sufficient cause.

11. Where an employee suffers a disability within the meaning of Section 5 of the Workers’ Compensation and Rehabilitation Act 1981, which necessitates that employee being absent from duty, sick leave with pay shall be granted to the extent of sick leave credits. In accordance with Section 80(2) of the Workers’ Compensation and Rehabilitation Act 1981 where the claim for workers’ compensation is decided in favour of the employee, sick leave credit is to be reinstated and the period of absence shall be granted as sick leave without pay.

12. a. Where an employee resigns or is terminated by the employer through no fault of the employee and is engaged by another respondent to this Agreement 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 employee’s credit shall remain to such employee’s credit and subclauses (2) and (3) shall continue to apply to such employee.

b. Where an employee was, immediately prior to being employed by the employer, employed by any other WA government employer or by the Commonwealth or any other State of Australia and the period between the date when the employee ceased the previous employment and the
13. A pregnant employee shall not be refused sick leave by reason only that the "illness or injury" encountered by the employee is associated with the pregnancy.

32. **LONG SERVICE LEAVE**

1. a. An employee employed on a full-time basis is entitled to thirteen weeks long service leave at their ordinary rate of pay on the completion of a period of ten years of continuous service and an additional thirteen weeks of long service leave on full pay for each subsequent period of ten years of continuous service completed by the employee.

   b. A part-time employee shall be entitled to long service leave in accordance with this clause, payment for which shall be calculated in accordance with the same ratio as the employees ordinary hours, averaged over the qualifying period, bear to 40.

2. Notwithstanding the provisions of subclause (1) an employee who, during a qualifying period towards an entitlement of long service leave was employed continuously on both a full-time and part-time basis or a part-time basis only may elect to take a lesser period of long service leave calculated by converting the part-time service to equivalent full-time service.

3. An employee shall 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 an employee shall take long service leave at any time within three years of the leave becoming due. Provided that the employer may approve the deferment of taking long service leave beyond three years in "exceptional circumstances". "Exceptional circumstances" shall include retirement within five 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 employee notice in writing of the withdrawal or variation.

   Employees having more than one entitlement to long service leave at 1 November 1997 shall be required to clear one full entitlement of long service leave by 1 November 2000 and a further full entitlement within each 3 years thereafter until the employee's entitlement to long service leave has been cleared.

5. Upon the application of an employee, the employer may approve the taking by the employee:

   a. of double the period of long service leave entitlement on half pay instead of the period of long service leave entitlement on full pay; or

   b. of any portion of long service leave entitlement on full pay or double the portion on half pay, provided that the minimum portion of long service leave entitlement taken shall be one complete month's entitlement or a multiple thereof.

6. Continuous service shall not include:

   a. any period during which an employee is absent on a long service leave entitlement or any portion thereof;

   b. any period exceeding two weeks during which the employee is absent on leave without pay, unless the employer determines otherwise;

   c. any service by an employee who resigns, is dismissed or whose services are otherwise terminated other than service prior to such resignation, dismissal or termination when that prior service had actually entitled the employee to long service leave.
7. A lump sum payment for long service leave accrued in accordance with this clause and for pro-rata long service leave shall be made in the following cases:

a. As a retiring allowance, to an employee who retires at or over the age of fifty five years or who is retired on the grounds of ill health, provided that no payment shall be made for pro-rata long service leave unless the employee has completed twelve months' continuous service.

b. To an employee who, not having resigned, is retired for any other cause; provided that no payment shall be made for pro-rata long service leave unless the employee has completed three years' continuous service before the date of retirement.

c. To the estate of an employee in the event of death, unless the employee is survived by a spouse legally dependent on him/her or some other person legally so dependent who is approved by the employer for the purpose. Provided that no payment shall be made for pro-rata long service leave unless the employee had completed twelve months' continuous service prior to the date of death.

8. a. An employee may, prior to commencing long service leave, apply to change the commencement date and the employer may approve the change.

b. Subject to the provisions of subclause (6) the service of an employee shall not be deemed to have been broken if the employee's employment is ended by the employer for any reason other than misconduct or unsatisfactory service but only if-

(i) the employee resumes employment under this Agreement not later than six months from the day on which the employment ended; and

(ii) payment pursuant to subclause (7) of this clause has not been made.

9. a. Where an employee, immediately prior to being employed by the employer was employed by any other WA government employer or by the Commonwealth or any other State of Australia, and the period between the date when the employee 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, the employee shall be entitled to thirteen weeks of long service leave on full pay on the date determined by:

(i) calculating the pro rata portion of long service leave to which the employee 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 shall be deducted from any long service leave to which the employee may become entitled under this clause; and

(ii) by calculating the balance of the long service leave entitlement of the employee upon appointment by the employer in accordance with the provisions of subclause(1) of this clause.

b. In addition to any entitlement arising from the application of paragraph (a) of this subclause, an employee previously employed by any other WA government employer may, on approval of the employer be credited with any period of long service leave to which the employee 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 employee to accumulate the entitlement.

c. An employee previously employed by the Commonwealth or by any other State of Australia shall not proceed on any period of long service leave without the express approval of the employer until the employee 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.
d. Nothing in this Agreement confers on any employee previously employed by the Commonwealth or by any other State of Australia any entitlement to a complete period of long service leave that accrued in the employee's favour prior to the date on which the employee commenced employment under this Agreement.

10. An employee 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 (1) for a long service leave entitlement.

33. FAMILY LEAVE

1. An employee is entitled to paid family leave of up to two days in a calendar year to care for an ill family member provided the days used are sick leave entitlements accrued from the previous years of service and are not the employee's entitlements for the current year.

2. In this clause, “family member” means:
   a. A spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee; or
   b. A child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee; or
   c. Any other person who lives with the employee as a member of the employee’s family.

3. Family leave is not cumulative from year to year.

4. An absence on family leave must, if required by the employer, be supported by a certificate, dated at the time of the absence, from a registered medical practitioner, stating that the family member was ill.

34. BEREAVEMENT LEAVE

1. An employee is entitled to paid bereavement leave for up to [2] days on the death of a family member (as defined in clause 33, subclause 2).

2. If required by the employer, bereavement leave must be supported by evidence that would satisfy a reasonable person as to:
   a. the death that is the subject of the leave sought; and
   b. the relationship of the employee to the deceased person.

35. PARENTAL LEAVE

An employee shall be entitled to Parental Leave in accordance with Division 6 - Parental Leave of the Minimum Conditions of Employment Act 1993.

36. LEAVE FOR COLLEGE OFFICE BEARERS

National Office Bearers of Medical Colleges shall be allowed up to 5 days of paid leave each year to attend to functions required of their office.

Provided that this shall, unless otherwise agreed between the employers and the Association, only apply to the offices of President, Vice President, Treasurer, Secretary for Colleges and Faculties which are formally recognised by the National Specialist Qualifications Advisory Committee of Australia.
37. **SPECIAL LEAVE**

Special leave with or without pay for conferences and other purposes including study leave may be granted at the discretion of the employer.

38. **HIGHER DUTIES**

An employee who is directed by the employer to act in a position which carries a higher rate of pay than that which he or she usually performs, and who performs the full duties and accepts the full responsibility of the higher position for more than ten consecutive working days, shall be paid the higher rate whilst so engaged.

39. **TRAVEL ALLOWANCE**

1. Reasonable costs of travel will be provided for calls to the hospital out of normal working hours.

2. An employee required by the employer to visit another centre in the course of official duties shall have reasonable costs of travel provided. This subclause shall not apply to travel between the employee’s home and daily place of work.

40. **DISTRICT ALLOWANCE**

1. Subject to provisions of this Agreement the provisions of Schedule C - District Allowances of this agreement shall apply.

2. For the purposes of this clause the following terms shall have the following meanings:

   “Dependant” in relation to an employee means:
   a. spouse; or

   b. where there is no spouse, a child or any other relative resident within the State who relies on the employee for his or her main support;

   who does not receive a district or location allowance of any kind.

   “Partial dependant” in relation to an employee (for the purpose of district allowance) means:
   a. a spouse; or

   b. where there is no spouse, a child or any other relative resident within the State who relies on the employee for his or her main support;

   who receives a district or location allowance of any kind less than that applicable to an employee without dependants under any award, agreement or other provision regulating the employment of the partial dependant.

   “Spouse” means an employee’s spouse including de facto spouse.

3. **Boundaries**

For the purpose of Schedule C - District Allowance of this Agreement, the boundaries of the various districts shall be as described hereunder.
District:

a. The area within a line commencing on the coast; thence east along lat 28 to a point north of Tallering Peak, thence due south to Tallering Peak thence southeast to Mt Gibson and Burracoppin; thence to a point southeast at the junction of lat 32 and long 119; thence south along long 119 to coast.

b. The area within a line commencing on the south coast at long 119 then east along the coast to long 123; then north along long 123 to a point on lat 30; thence west along lat 30 to the boundary of (a) District.

c. The area within a line commencing on the coast at lat 26; thence along lat 26 to long 123; thence south along long 123 to the boundary of (b) District.

d. The area within a line commencing on the coast at lat 24; thence east to the South Australian border; thence south to the coast; thence along the coast to long 123 thence north to the intersection of lat 26; thence west along lat 26 to the coast.

e. The area of the State situated between the lat 24 and a line running east from Carnot Bay to the Northern Territory Border.

f. The area of the State north of a line running east from Carnot Bay to the Northern Territory Border.

4. An employee shall be paid a district allowance at the standard rate prescribed in Column II of Schedule C - District Allowance of the Agreement, for the district in which the employee’s headquarters is located. Provided that where the employee’s headquarters is situated in a town or place specified in Column III of Schedule C - District Allowance of this Agreement, the employee shall be paid a district allowance at the rate appropriate to that town or place as prescribed in Column IV of the said schedule.

5. An employee who has a dependant shall be paid double the district allowance prescribed by subclause (4) for the district, town, or place in which the employee’s headquarters is located.

6. Where an employee has a partial dependant the total district allowance payable to the employee shall be the district allowance prescribed by subclause (4) plus an allowance equivalent to the difference between the rate of district or location allowance the partial dependant receives and the rate of district or location allowance the partial dependant would receive if he or she was employed in a full time capacity under the award, agreement or other provision regulating the employment of the partial dependant.

7. When an employee is on approved annual recreational leave, the employee shall for the period of such leave, be paid the district allowance to which he or she would ordinarily be entitled.

8. When an employee is on long service leave or other approved leave with pay (other than annual recreational leave), the employee shall only be paid district allowance for the period of such leave if the employee, defendant/s or partial dependant/s remain in the district in which the employee’s headquarters are situated.

When an employee leaves his or her district on duty, payment of any district allowance to which the employee would ordinarily be entitled shall cease after two weeks unless the employee’s dependant/s or partial dependant/s remain in the district or as otherwise approved by the employer.

10. When an employee is provided with free board and lodging by the employer or a public authority the allowance shall be reduced to two-thirds of the allowance the employee would ordinarily be entitled to under this clause.

11. Part Time Employees

A part time employee shall be paid a proportion of the appropriate district allowance payable in accordance with the following formula:
41. **CALCULATION OF PENALTIES**

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

42. **MEAL ALLOWANCES**

1. The employer shall supply a meal to any employee:
   a. Whose rostered period of duty necessitates the employee taking a second or subsequent meal; or
   b. Who is required to work overtime which necessitates the taking of a meal away from the employee's usual place of residence.

2. Where the employer cannot supply a meal the employee shall be reimbursed for each meal purchased at the following rates:

   - Breakfast $6.25
   - Lunch $7.70
   - Evening $9.25

   Provided that these rates will be automatically adjusted in accordance with adjustments to the rates prescribed in Schedule H - Overtime of the Public Service Award 1992 as amended or its successor.

43. **CLAIMS FOR PAYMENT OF ENTITLEMENTS**

Employees shall submit claims for payment of overtime, call backs 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.

44. **RECOVERY OF OVERPAYMENTS**

1. Where an employee is paid for work not subsequently performed or is otherwise overpaid, the employer will, after consultation with the employee, make adjustments to the employee’s subsequent fortnightly salary payments.

2. A one-off overpayment will be recovered in the pay period immediately following the pay period in which it was made, or in the period immediately following the pay period in which it was discovered that overpayment had occurred.

3. Cumulative overpayments will be recovered at a rate agreed between the employer and the employee, provided that the rate is not less than the rate at which it was overpaid or $50.00 per week, whichever is the lesser amount per pay period.

45. **INTRODUCTION OF CHANGE**

1. a. Where an 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 employees, the employer shall notify the employees 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 medical practitioners to other work or locations and restructuring of jobs.

Provided that where the Agreement makes provisions for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

2. a. The employer shall discuss with the employee 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 employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the Association in relation to the changes.

b. The discussion shall 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 shall provide to the employees concerned and the Association, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on medical practitioners and any other matters likely to affect employees provided that the employer shall not be required to disclose confidential information the disclosure of which would be inimical to his/her interests.

46. DISPUTE SETTLING PROCEDURES

1. Subject to Clause 3 - No Further Claims and the provisions of the Industrial Relations Act, 1979 and Clause 45 - Introduction of Change any questions, disputes or difficulties arising under this Agreement shall be settled in accordance with the following procedures.

2. Where the question, dispute or difficulty is raised by an employee, or a group of employees, the following steps shall be observed:

a. The employee(s) concerned shall discuss the matter with the Head of Department. If the matter cannot be resolved at this level the Head of Department shall, within three working days, refer the matter to the Medical Superintendent and the employee(s) shall be advised accordingly.

b. The Medical Superintendent shall, if able, answer the matter raised within one week of it being referred and, if the Medical Superintendent is not able, refer the matter to the Hospital Executive for its attention, and the employee(s) shall be advised accordingly.

c. If the matter has been referred in accordance with paragraph (b) above the employee(s) or the appropriate AMA hospital medical practitioner representative shall notify the Association, so that it may discuss the matter with the employer.

d. The employer shall, as soon as practicable after considering the matter before it, advise the employee(s) or, where necessary, the Association of its decision. Provided that such advice shall be given within one month of the matter being referred to the employer.

e. Where the parties agree that a matter is non-industrial, it may by agreement be referred to other appropriate bodies, (eg relevant Royal Colleges) for advice and/or assistance.

f. Nothing in this procedure shall prevent the parties agreeing to shorten or extend the periods prescribed.

3. Subject to Clause 3 - 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 (WAIRC), (provided that it is required that persons involved in the question, dispute or
difficulty shall confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking these matters to the Commission), or

b. where the parties agree, to another independent arbitrator chosen by the parties or as a last resort nominated by the Public Sector Standards Commission. In such a case

(i) either party may be represented in the arbitration by an agent or legal practitioner and shall bear the costs of that representation;

(ii) the employer will meet the costs of the arbitration. Provided that where the arbitrator determines 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. Industry 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 46.3.

5. While the above procedures are being followed no party shall take action, of any kind, which may frustrate a settlement in accordance with the above procedures. The status quo (ie the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the above procedures.

6. Where the employer seeks to discipline an employee or terminate an employee the following steps shall be observed:

a. Where an employee commits a misdemeanour, the employee’s immediate supervisor or any authorised medical practitioner may reprimand the employee so that the employee understands the nature and implications of his/her conduct. The employee has a right to be represented when being reprimanded.

b. The first two reprimands shall take the form of warnings and, if given verbally, shall be confirmed in writing as soon as practicable after the giving of the reprimand.

c. Should it be necessary, for any reason, to reprimand an employee three times, the contract of service shall, upon the giving of that third reprimand, be terminable in accordance with the provisions of this Agreement.

d. This procedure shall not limit the right of the employer to summarily dismiss a medical practitioner for misconduct. Nor shall it limit the right of an employee to refer a claim for alleged wrongful or unlawful termination to a Board of Reference.
# SCHEDULE A - FULL TIME SALARIES (BASED ON 40 HOUR WEEK)

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<td>REGISTRAR (YR 3)</td>
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<td>TRAINEE PSYCHIATRIST (YR 1)</td>
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<td>67631</td>
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<td>10 69419</td>
<td>71502</td>
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<td>78436</td>
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<td>85622</td>
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<td>TRAINEE PSYCHIATRIST (YR 6) - ELECTIVE YEAR ONLY</td>
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</table>

The salary of a Supervised Medical Officer, who commenced employment prior to the date of this Agreement, shall be within the range of levels 7 to 12 inclusive, based on years of relevant experience in that capacity.
<table>
<thead>
<tr>
<th>AREA AND DETAILS</th>
<th>ENGINE DISPLACEMENT (IN CUBIC CENTIMETRES)</th>
<th>RATE PER KILOMETRE 2600CC</th>
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<tbody>
<tr>
<td></td>
<td>OVER 2600CC</td>
<td>OVER 1600CC &amp; UNDER 2600CC</td>
</tr>
<tr>
<td>Metropolitan Area</td>
<td>63.3</td>
<td>54.9</td>
</tr>
<tr>
<td>South West Land Division</td>
<td>65.1</td>
<td>56.5</td>
</tr>
<tr>
<td>North of 23.5° South Latitude</td>
<td>71.4</td>
<td>62.3</td>
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<tr>
<td>Rest of the State</td>
<td>67.3</td>
<td>58.4</td>
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## SCHEDULE C - DISTRICT ALLOWANCE

b. Employees Without Dependents (subclause 34(4)):

<table>
<thead>
<tr>
<th>Column I</th>
<th>Column II</th>
<th>Column III</th>
<th>Column IV</th>
</tr>
</thead>
<tbody>
<tr>
<td>District</td>
<td>Standard Rate $ p.a.</td>
<td>Exceptions to Standard Rate Town or Place</td>
<td>Rate $ p.a.</td>
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<tr>
<td>f</td>
<td>2,921</td>
<td>Nil</td>
<td>Nil</td>
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<tr>
<td>e</td>
<td>2,390</td>
<td>Fitzroy Crossing, Halls Creek, Turner River Camp, Nullagine</td>
<td>2,921</td>
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<tr>
<td></td>
<td></td>
<td>Liveringa (Camballin), Marble Bar, Wittenoom</td>
<td>2,990</td>
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<td></td>
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<td>Karratha</td>
<td>2,815</td>
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<td>Port Hedland</td>
<td>2,618</td>
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<tr>
<td>d</td>
<td>1,204</td>
<td>Warburton Mission</td>
<td>3,236</td>
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<tr>
<td>c</td>
<td>759</td>
<td>Carnarvon, Meekatharra, Mount Magnet, Wiluna, Laverton, Leonora, Cue</td>
<td>1,134, 1,204</td>
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<tr>
<td>b</td>
<td>544</td>
<td>Kalgoorlie, Boulder</td>
<td>182</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Ravensthorpe, Norseman, Salmon gums, Marvel Loch, Esperance</td>
<td>719</td>
</tr>
<tr>
<td>a</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
</tr>
</tbody>
</table>

c. Employees With Dependents (subclause 34(5))

Double the appropriate rate as prescribed in (a) above for employees without dependants.
PART 6 - PARTIES TO THE AGREEMENT

The following are parties to the Agreement -

The Western Australian Branch of the Australian Medical Association, 14 Stirling Highway, NEDLANDS WA  6009

The Metropolitan Health Service Board, 1 Havelock Street, WEST PERTH  WA  6005
SIGNING OF AGREEMENT, COMMON SEAL

Dated this day ................................................................................................................................................................................

Signed by

Eric John Dillon
Co-ordinator, Industrial Relations
Health Department of Western Australia

as agent for and on behalf of the applicants as listed in Part 6 of this Agreement, in the presence of:

.......................................................................................................................................................................................................
.......................................................................................................................................................................................................

The Common Seal of the Western Australian Branch of the Australian Medical Association was hereunto affixed in the presence of:

.......................................................................................................................................................................................................
.......................................................................................................................................................................................................