PATHOLOGISTS AGREEMENT 2024

Between:

The Australian Medical Association (Western Australia) Incorporated (AMA); and

PathWest Laboratory Medicine WA established pursuant to section 32(1)(b) of the *Health Services Act 2016* (WA) (Employer).

Made pursuant to:

Clause 7. Agreement Flexibility of the WA Health System – Medical Practitioners – AMA Industrial Agreement 2024 (Industrial Agreement).

Particulars:

(1) This Agreement prescribes terms and conditions of employment which apply to PathWest Pathologists and to the extent of any inconsistency this Agreement overrides the provisions of the Industrial Agreement.

(2) Unless the Employer and the Pathologist and the AMA agree otherwise in writing, this Agreement will apply in respect of any medical practitioner, other than a Clinical Academic, employed by the Employer as a Pathologist to provide pathologist services within PathWest, irrespective of whether that person has clinical privileges in any other capacity in a teaching hospital or in any other public sector health care facility.

(3) This Agreement provides the whole of the entitlement with respect to private practice income entitlements irrespective of where the private practice is undertaken within the teaching hospital or in any other public sector health care facility.

(4) The annual salary for a full-time Pathologist is:

	On and from 03-Sept-2024	**On and from 03-Sept-2025**	**On and from 03-Sept-2026**
Consultant Yr 1	$381,322	$395,622	$407,491
Consultant Yr 2	$394,858	$409,665	$421,955
Consultant Yr 3	$409,076	$424,416	$437,148
Consultant Yr 4	$424,003	$439,903	$453,100
Consultant Yr 5	$447,753	$464,544	$478,480
Consultant Yr 6	$456,129	$473,234	$487,431
Consultant Yr 7	$473,407	$491,160	$505,895
Consultant Yr 8	$491,550	$509,983	$525,282
Consultant Yr 9	$510,599	$529,746	$545,638

(5) The sessional rate for a Pathologist is:

	On and from 03-Sept-2024	On and from 03-Sept-2025	On and from 03-Sept-2026
Consultant Yr 1	$730.97	$758.38	$781.13
Consultant Yr 2	$756.92	$785.30	$808.86
Consultant Yr 3	$784.17	$813.58	$837.98
Consultant Yr 4	$812.79	$843.27	$868.56
Consultant Yr 5	$858.31	$890.50	$917.22
Consultant Yr 6	$874.37	$907.16	$934.37
Consultant Yr 7	$907.49	$941.52	$969.77
Consultant Yr 8	$942.27	$977.60	$1,006.93
Consultant Yr 9	$978.79	$1,015.49	$1,045.95

(6) The annual salary and sessional rates prescribed in this Agreement include:

(i) the relevant salary rates prescribed in the Industrial Agreement;

(ii) a component which is paid in substitution for the right to retain private practice income generated from all work, whether publicly or privately funded, carried out on behalf of the Employer; and

(iii) the professional development allowance prescribed for practitioners under Arrangement A pursuant to the Industrial Agreement.

(7) A Pathologist to whom this Agreement applies is deemed, for the period this Agreement remains in force, to have elected Arrangement A and also to have relinquished all private practice income retention rights and other entitlements in respect of private practice rights exercised in any capacity in a teaching hospital or in any other public sector health care facility.

(8) Where the Industrial Agreement provides an entitlement to payment of salary during periods of leave, the reference salary rate will be the salary prescribed in this Agreement.

(9) The Agreement does not change any entitlement to payment of any allowance or penalty rates prescribed under the Industrial Agreement except as expressly provided in this Agreement.

(a) Shift, weekend and public holiday penalties and on call and recall penalties will be paid in accordance with the rates prescribed in the Industrial Agreement.

(b) Private practice cost allowance will be paid in accordance with the rate prescribed in the Industrial Agreement.

(10) The Employer will render accounts for all patients classified as private and other services for which a fee may be charged and will retain all monies therefrom.

(11) The Employer will meet any ongoing requirements for Approved Pathology Provider Fees due under the *Health Insurance Act 1973* (Cth).

(12) Pathologists will not participate in any other pathology practice other than the Employer's unless alternative arrangements are agreed in writing between the Pathologist and the Employer. Subject to the *Public Sector Management Act 1994* (WA) (Act), where permission to participate in another pathology practice was given prior to the commencement of this Agreement such approval has continuing effect unless such permission is subsequently withdrawn in accordance with the Act.

(13) The Employer and a Pathologist may enter into a separate written agreement to substitute an alternative sum for the component of salary which is paid in substitution for the right to retain private practice income and strike a new salary rate or new sessional rate in substitution for any of the amounts specified in this Agreement.

(14) Notwithstanding the provisions of this Agreement, the Employer and a Pathologist may agree in writing on other arrangements to govern the exercise of rights of private practice.

(15) The Employer will maintain medical indemnity cover at a level sufficient to cover all eventualities arising from all work, whether publicly or privately funded, carried out on behalf of the Employer.

(16) Where, by prior agreement with the Employer, a Pathologist for any reason needs to render an account on his/her own behalf, the Pathologist will determine the fee to be charged in relation to individual private patients and the Employer will provide the practitioner with details of monies raised in the Pathologist’s name in accordance with the Industrial Agreement.

(17) Any dispute between the parties or Pathologists in connection with this Agreement may be dealt with in accordance with the relevant dispute settling provisions of the Industrial Agreement.

(18) This Agreement will remain in force whilst the Industrial Agreement continues to apply provided that nothing will prevent the parties agreeing in writing to amend or replace this Agreement during the life of the Industrial Agreement.

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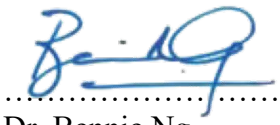

…….. 30/04/2025

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

……. 23/04/2025

Jessie Poon
A/Director System-wide Industrial Relations
Department of Health