

# Senior Medical Practitioners

AMA Salaried Doctors  
Metropolitan Health Services Agreement  
2010–2013

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# Senior Medical Practitioners

## AMA MHS Salaried Doctors Agreement 2011 to 2013.

Following almost a year of negotiations the AMA has concluded a new industrial agreement for MHS Doctors and Doctors operating elsewhere in the public system under other Industrial Agreements. The new industrial agreement was formally registered by the Western Australian Industrial Relations Commission on the 28th January 2011.

As with previous rounds negotiations have proved to be extremely difficult.

This time they were held against the backdrop of very substantial improvements secured in the last round, the effect of the global financial crisis, the Government's new very restrictive wages policy and a lack of good faith bargaining by the Government's negotiators.

These challenges were overcome and the new agreement which improves both wages and conditions has been obtained.

This document seeks to summarise the outcome, and benefits that the AMA has secured for its members.

## Background

The Association submitted detailed claims and sought to commence negotiations in March 2010. Innumerable hours were spent articulating justification for key themes and individual claims and seeking to counter the tactics of the Government's negotiators.

The formulation of the claim itself had progressed over the previous year e.g. 2009. Members will recall a detailed survey was undertaken. This complemented significant interstate research, reflection on problems of administration of the last agreement consequent on Health Corporate Networks (HCN) handling of matters and detailed work undertaken by both Senior Practitioner and Doctor in Training representatives assisting the AMA's Industrial team formulate its claims and justifications. The negotiating climate was obviously complex and was underpinned by the success of the last round and subsequent Global Financial Crisis which impinged on state revenues and forward estimates and consequently their negotiating position.

Government's wages policy was formulated in this context and formed the Governments negotiating position. This sought to limit total outcomes to a maximum cost of 2.0% in the first year, 2.75% second year and 3% in the third year.

The Association's claim however dealt with the needs of the profession. The fundamental difference between the AMA and the Government negotiators position proved difficult to overcome.

Members support throughout this process has been greatly appreciated.

## Overview

This summary details specific changes, applying to Consultants, VRGP, Senior Medical Practitioners, Non Specialist Qualified Medical Administrators and Health Service Medical Practitioners employed in the Metropolitan Health Service.

As detailed later other agreements which cover Doctors employed elsewhere across the state e.g. by WACHS, with specific provisions for DMOs, SMOs and Consultants in the North West and provisions generally applying across the remainder of the state, Clinical Academics, the Director General's Department and Drug and Alcohol Office, agreement have also been concluded. A number of "special deals" have also been finalised.

## 1. Salaries

3.25% – effective first pay period commencing on or after 1st October 2010;  
a further 4% – effective first pay period commencing on or after 1st October 2011; and  
a further 4.5% – effective first pay period commencing on or after 1st October 2012.

## 2. Allowances

### Arrangement A

The New Industrial Agreement will provide that Arrangement A now applies as a right as distinct from the discretionary grant from the employer. The practitioner may elect Arrangement B. Capacity also exists for other arrangements to be entered into in accordance with the agreement.

## 3. After hours

- (a) Major improvements have been secured in On Call with the rates increasing by 23.69% over the life of the agreement.
- (b) Call Backs. Very substantial increases have been secured based upon the hourly rate being recalculated with the hourly rate for Call Back also being increased by:
  - 20% of Level 24 – On and from the 1st January 2011
  - 30% of level 24 – From the first pay period commencing on or after the 1st January 2012; and
  - 40% of level 24 – From the first pay period commencing on or after the 1st January 2013
- (c) Telephone consultations. For the first time the agreement will, in defined circumstances, provide for payment for Telephone Consultations.

#### **4. Additional Leave**

HCN had significant difficulty in understanding the provision and calculating entitlements for the additional leave for being On Call. In addition Sessional practitioners who were required to provide the same On Call commitment did not receive the same benefits as full time practitioners.

The new Industrial Agreement provides a more equitable and simplified provision for the calculation of additional leave for being On Call and also resolves the previous inequity.

#### **5. Other Agreements**

The above will also flow onto to the non MHS practitioners covered by:

##### **(a) WACHS (General)**

The provisions of the MHS Agreement will be transposed and be applicable to members employed by WACHS below the 26th Parallel.

##### **(b) WACHS (North West)**

The commuted allowance in the North West will be progressively increased as a percentage of salary to take account in the improvement in the On Call and Call Back rates that have generally been agreed.

##### **(c) Clinical Academics Agreement**

The Clinical Academics Agreement applying to the University of WA Academics has been amended the effect which will be to apply % movements detailed above in respect to salaries and On Call and Call Back to Academics in accordance with the established formulas that apply to the various levels of academia.

##### **(d) Director General Agreement**

The Agreement Health Department of WA the general adjustments detailed above will apply.

##### **(e) Drug and Alcohol Authority**

The general adjustments as detailed above will apply.

##### **(f) Special deals**

e.g. Emergency, General Surgeons, Pathologists, Vascular Surgeons and Breastscreen have also been increased in line with the general adjustments in salaries etc.

# Summary of Outcomes

## 1. Salaries

The Government's original position was to offer salary increases of 2%, 2.75%, and 3% over three years.

The Association has been able as part of the negotiations with Government to secure increases of 3.25%, 4% and 4.5% applicable from the first pay period commencing on or after 1 October 2010, 1 October 2011 and 1 October 2012 along with increases to various allowances that are outlined later in the summary.

The following base rates will apply:

Level	Classification and Increment Point	% On Previous Increment	Previous (1/10/09)	3.25% (1/10/10)	4% (1/10/11)	4.5% (1/10/12)
14	<b>HSMP Yr 1/ NSQMA Yr 1</b>	5%	\$128,985	\$134,156	\$139,523	\$145,801
15	<b>HSMP Yr 2/ NSQMA Yr 2</b>	5%	\$135,434	\$139,836	\$145,429	\$151,973
16	<b>Consultant Yr 1</b>	5%	\$142,205	\$146,827	\$152,700	\$159,571
17	<b>Consultant Yr 2</b>	5%	\$149,316	\$154,169	\$160,336	\$167,551
18	<b>Consultant Yr 3</b>	5%	\$156,781	\$161,876	\$168,351	\$175,927
19	<b>Consultant Yr 4</b>	5%	\$164,621	\$169,971	\$176,770	\$184,725
20	<b>Consultant Yr 5</b>	5%	\$172,852	\$178,470	\$185,608	\$193,961
21	<b>Consultant Yr 6</b>	5%	\$181,494	\$187,393	\$194,888	\$203,658
22	<b>Consultant Yr 7</b>	5%	\$190,569	\$196,762	\$204,633	\$213,841
23	<b>Consultant Yr 8</b>	5%	\$200,097	\$206,600	\$214,864	\$224,533
24	<b>Consultant Yr 9</b>	5%	\$210,102	\$216,930	\$225,608	\$235,760

NB: HSMP = Health Service Medical Practitioner [Level 14 – 16]  
 NSQMA = Non Specialist Qualified Medical Administrator [Level 14-18]  
 Vocationally Registered General Practitioner [Level 14-18]  
 Senior Medical Practitioner [Level 16-18]

**Note:** Rates are from the first pay period commencing on or after 1st October not the exact date and hence are linked to the actual pay cycle. Incremental advancement also has an effect e.g. a practitioner who commenced on level 16 in January 2009 on a base salary excluding other allowances of \$142,205 by January 2013 would be on level 20 \$193,961 a 36.39% increase.

## 2. Private Practice Allowance – Arrangement A

Members will recall that the Association secured massive increases in the previous round of negotiations (i.e. 2007 – 10 Agreement) increasing the allowance from 16% of the practitioners level to 40% of the top pay point in the practitioners classification scale.

The allowance is now being increased further by the same % adjustments in salaries resulting in the following:

Classification	3.25% 1st pay period on or after 1-Oct-10	4.0% 1st pay period on or after 1-Oct-11	4.5% 1st pay period on or after 1-Oct-12
<b>Consultant</b>	\$86,772	\$90,243	\$94,304
<b>Health Service Medical Practitioner</b>	\$58,669	\$61,015	\$63,761
<b>Non Specialist Qualified Medical Administrator</b>	\$64,751	\$67,341	\$70,372
<b>Snr Medical Practitioner</b>	\$64,751	\$67,341	\$70,372
<b>Medical Administrator</b>	\$86,772	\$90,243	\$94,304
<b>Vocationally Registered General Practitioner</b>	\$64,751	\$67,341	\$70,372

In addition the agreement rather than stating “The employer shall normally grant rights of private practice to practitioners, provided that the employer may at any time grant, refuse to grant or withdraw any right of private practice” now provides “A practitioner shall at the time of being appointed be granted a right of private practice subject to the conditions of this agreement” thereby guaranteeing new practitioners on appointment having access to Arrangement A unless they otherwise elect Arrangement B, or enter into an alternative arrangement pursuant to the Agreement Flexibility provisions of the Agreement.

The previous requirements for practitioners to do the right thing i.e. “A practitioner shall, to the fullest extent permissible by law, exercise rights of private practice in any teaching hospital or in any other public sector health care facility in which the practitioner works” remain.

Inappropriate cost shifting however should not be undertaken. The Associations previous advice is reiterated below:

Any proposals to change the manner in which services are provided in public hospitals which might increase private activity or privatise public activity need to be carefully considered and if appropriate independent legal advice sought.

Given previous adverse publicity and investigations by external authorities in the past practitioners are urged to exercise due diligence and seek appropriate advice from their Association and their Medical Defence Organisation before considering participating in any such initiatives and ensure there is specific approval from Medicare and the Commonwealth Department of Health and Aging confirming it complies with all legal requirements.

### 3. Professional Development Allowance

During the 2007 negotiations the previous Professional Development Allowance and the Professional Expense Allowance were combined and increased.

These have been further increased as shown hereunder:

3.25% 1st pay period on or after 1-Oct-10	4.0% 1st pay period on or after 1-Oct-11	4.5% 1st pay period on or after 1-Oct-12
\$22,565	\$23,468	\$24,524

**Note:** The allowance is designed to assist Practitioners meet professional expenses which includes membership of the AMA.

### 4. Total Remuneration Package: Salary, Arrangement A, PDA – Consultants Level 16-24 salary.

The following shows the combined effect of increases in the salaries scale, Arrangement A and Professional Development Allowance (PDA)

3.25% First pay period Commencing on or after 1 October 2010					
Classification and Increment Point	Level	Salary	Arrangement A	PDA	Total Base Package
Consultant Yr 1	16	\$146,827	\$86,772	\$22,565	\$256,164
Consultant Yr 2	17	\$154,169	\$86,772	\$22,565	\$263,506
Consultant Yr 3	18	\$161,876	\$86,772	\$22,565	\$271,213
Consultant Yr 4	19	\$169,971	\$86,772	\$22,565	\$279,308
Consultant Yr 5	20	\$178,470	\$86,772	\$22,565	\$287,807
Consultant Yr 6	21	\$187,393	\$86,772	\$22,565	\$296,730
Consultant Yr 7	22	\$196,762	\$86,772	\$22,565	\$306,099
Consultant Yr 8	23	\$206,600	\$86,772	\$22,565	\$315,937
Consultant Yr 9	24	\$216,930	\$86,772	\$22,565	\$326,267

4% First pay period Commencing on or after 1 October 2011					
Classification and Increment Point	Level	Salary	Arrangement A	PDA	Total Base Package
Consultant Yr 1	16	\$152,700	\$90,243	\$23,468	\$266,411
Consultant Yr 2	17	\$160,336	\$90,243	\$23,468	\$274,047
Consultant Yr 3	18	\$168,351	\$90,243	\$23,468	\$282,062
Consultant Yr 4	19	\$176,770	\$90,243	\$23,468	\$290,481
Consultant Yr 5	20	\$185,608	\$90,243	\$23,468	\$299,319
Consultant Yr 6	21	\$194,888	\$90,243	\$23,468	\$308,599
Consultant Yr 7	22	\$204,633	\$90,243	\$23,468	\$318,344
Consultant Yr 8	23	\$214,864	\$90,243	\$23,468	\$328,575
Consultant Yr 9	24	\$225,608	\$90,243	\$23,468	\$339,319

4% First pay period Commencing on or after 1 October 2012					
Classification and Increment Point	Level	Salary	Arrangement A	PDA	Total Base Package
Consultant Yr 1	16	\$159,571	\$94,304	\$24,524	\$278,399
Consultant Yr 2	17	\$167,551	\$94,304	\$24,524	\$286,379
Consultant Yr 3	18	\$175,927	\$94,304	\$24,524	\$294,755
Consultant Yr 4	19	\$184,725	\$94,304	\$24,524	\$303,553
Consultant Yr 5	20	\$193,961	\$94,304	\$24,524	\$312,789
Consultant Yr 6	21	\$203,658	\$94,304	\$24,524	\$322,486
Consultant Yr 7	22	\$213,841	\$94,304	\$24,524	\$332,669
Consultant Yr 8	23	\$224,533	\$94,304	\$24,524	\$343,361
Consultant Yr 9	24	\$235,760	\$94,304	\$24,524	\$354,588

**Note:** Excludes superannuation

Over the life of the agreement the increase in the base package for level 24 will be \$38,591.

Arrangement A allowance shown above only applies to Consultants. Non-consultants need to substitute the relevant RPP allowance applicable to the classification range shown at item 3 above of this summary and recalculate the overall package.

## 5. After Hours – Major Improvements Achieved!

The Association argued extremely hard to improve after-hours remuneration.

Existing On Call and Call Back remuneration have been significantly increased and a new telephone consultation provision has been secured.

### (a) On Call

The current formula for the calculation of the hourly rate has been improved. The allowance rather than being calculated on 18.75% of the hourly rate of level 20 will now be recalculated based on the level 21, effective from first a period commencing on or after 1 January 2011 and level 22 from the first a period commencing on or after 1 January 2012. When coupled with the increase in salary rates the allowance will move as follows:

First pay period on or after	18.75% of the ordinary base hourly rate for pay point	Hourly Rate	% Increase
30-Sept-10	20	15.53	
<b>1-Oct-10</b>	20	\$16.04	3.28%
<b>1-Jan-11</b>	21	\$16.84	8.43%
<b>1-Oct-11</b>	21	\$17.51	12.74%
<b>1-Jan-12</b>	22	\$18.39	18.41%
<b>1-Oct-12</b>	22	\$19.21	23.69%

**(b) Call Back Rates**

Call Back rates will increase dramatically over the life of the agreement.

Ultimately the employer accepted the Associations arguments that Arrangement A forms part of the base salary and Call Backs should be increased accordingly.

As a consequence the base hourly rates for Call Backs will in addition to the general effect on the percentage movements in salary be further increased by:

- i. 20% of level 24 – On and from 1 January 2011
- ii. 30% of level 24- On and from the first pay period commencing on or after 1 January 2012.
- iii. 40% of level 24 – On and from the first pay period commencing on or after 1 January 2013.

The effect on a standard minimum 3 hour Call Back pre-midnight will be as follows:

Standard 3 Hour Call Back – Between 6.00a.m. and Midnight at the rate of 150%					
Level	Previous (1/10/09)	On and from 1/01/11	First pay period on or after 1/01/12	First pay period on or after 1/01/13	% Increase
16	\$306.67	\$409.50	\$472.50	\$544.50	78%
17	\$322.01	\$423.00	\$490.50	\$562.50	75%
18	\$338.11	\$441.00	\$508.50	\$580.50	72%
19	\$355.01	\$459.00	\$526.50	\$598.50	69%
20	\$372.76	\$477.00	\$544.50	\$621.00	67%
21	\$391.40	\$495.00	\$562.50	\$639.00	63%
22	\$410.97	\$517.50	\$585.00	\$661.50	61%
23	\$431.52	\$535.50	\$607.50	\$684.00	59%
24	\$453.10	\$558.00	\$630.00	\$711.00	57%

**Note:** A standard minimum Call Back Monday to Friday is paid at 150% i.e. 4.5 hours (three hours at a time and a half) of the relevant hourly rate.

**Post Midnight**

<b>Standard 3 Hour Call Back – Between Midnight and 6.00a.m. at the rate of 200%</b>					
<b>Level</b>	<b>Previous (1/10/09)</b>	<b>On and from 1/01/2011</b>	<b>First pay period on or after 1/01/2012</b>	<b>First pay period on or after 1/01/2013</b>	<b>% Increase</b>
16	\$408.90	\$546.00	\$630.00	\$726.00	78%
17	\$429.34	\$564.00	\$654.00	\$750.00	75%
18	\$450.81	\$588.00	\$678.00	\$774.00	72%
19	\$473.35	\$612.00	\$702.00	\$798.00	69%
20	\$497.02	\$636.00	\$726.00	\$828.00	67%
21	\$521.87	\$660.00	\$750.00	\$852.00	63%
22	\$547.96	\$690.00	\$780.00	\$882.00	61%
23	\$575.36	\$714.00	\$810.00	\$912.00	59%
24	\$604.13	\$744.00	\$840.00	\$948.00	57%

**Note:** A standard minimum Call Back after midnight is paid at three hours at 200% i.e. six hours of the relevant hourly rate.

<b>Standard 3 Hour Call Back – Sunday between 6.00a.m. and Midnight at the rate of 175%</b>					
<b>Level</b>	<b>Previous (1/10/09)</b>	<b>On and from 1/01/2011</b>	<b>First pay period on or after 1/01/2012</b>	<b>First pay period on or after 1/01/2013</b>	<b>% Increase</b>
16	\$357.78	\$477.75	\$551.25	\$635.25	78%
17	\$375.68	\$493.50	\$572.25	\$656.25	75%
18	\$394.46	\$514.50	\$593.25	\$677.25	72%
19	\$414.18	\$535.50	\$614.25	\$698.25	69%
20	\$434.89	\$556.50	\$635.25	\$724.50	67%
21	\$456.63	\$577.50	\$656.25	\$745.50	63%
22	\$479.47	\$603.75	\$682.50	\$771.75	61%
23	\$503.44	\$624.75	\$708.75	\$798.00	59%
24	\$528.61	\$651.00	\$735.00	\$829.50	57%

**Note:** Note if you work on a Sunday between 6a.m. and Midnight a Call Back is paid at 175% i.e. 5.25 hours of the relevant hourly rate.

**(c) Telephone Consultation**

A breakthrough provision has been agreed providing for payment in the following circumstances:

Clause 33 On Call and Call Back subclause (3) states:

(3) Call Back not requiring attendance at the workplace.

(a) A practitioner who is rostered by the employer –

(i) on call for call-back requiring attendance at the workplace at one or more metropolitan public hospitals; and

- (ii) simultaneously rostered on-call for tele-medicine/tele-consultation for multiple metropolitan public hospitals and for multiple WA Country Health Service public hospitals; and
- (iii) who is recalled to duty and undertakes all the required work without going to the workplace shall be paid for a minimum of one hours work at the ordinary base hourly rate or for the actual time worked if work continues beyond one hour, provided that for work -
  - (A) between 00:00 hours on Saturday and 08:00 hours on the following Monday, payment will be at 150% of the ordinary base hourly rate; and
  - (B) on Public Holidays payment will be at the rate of 250% of the ordinary base hourly rate.
- (b) Second and subsequent recalls to duty which occur within an hour of commencement of a call for which an entitlement to payment has already accrued do not attract additional payments unless actual time worked continues beyond one hour in which case payment shall be made for the actual time worked.
- (c) An entitlement to call back payment does not arise unless the practitioner is rostered on call pursuant to this sub clause.

**Review**

In addition to the above the following has also been agreed to:

“During the life of this Agreement the parties will examine sub speciality On Call and Call Back arrangements to determine opportunities/arrangements for improved workforce management and clinical service delivery.”

**6. Head of Department Allowance**

The Association sought significant increases to the Head of Department Allowance, however the employer would only agree to apply the agreed salary percentage increases resulting in the following:

No. of FTEs under direct supervision and control	3.25% 1st pay period on or after 1-Oct-10	4.0% 1st pay period on or after 1-Oct-11	4.5% 1st pay period on or after 1-Oct-12
0-4	\$3,651	\$3,797	\$3,968
5-9	\$6,490	\$6,750	\$7,054
10-20	\$11,965	\$12,443	\$13,003
Over 20	\$19,266	\$20,037	\$20,939

However the parties agreed to carry out a review during the life of the agreement. Clause 26. Salaries subclause (5) (e) states:

(e) The Parties will during the life of this Agreement jointly review the Head of Department Allowance regime having regard to the contemporary and emerging roles and responsibilities of Heads of Departments in public hospitals. The review will commence within 6 months of the date of registration of this Agreement. No undertaking as to the outcome of such a review is given.”

The Association has already undertaken several surveys to assist with this process.

Members should not hesitate to discuss this issue with their Inter Hospital Liaison Committee (IHLC) representative or forward their views to the AMA.

## 7. Private Practice

As indicated earlier the Agreement has been enhanced ensuring for the first time that all practitioners on appointment have access to Arrangement A unless they elect Arrangement B or come to some other arrangement pursuant to Clause 7 Agreement Flexibility or Clause 27 Private Practice Generally.

Hourly rates for Call Back purposes for all clinicians will also be progressively increased and based on the hourly rates incorporating the equivalent of Arrangement A as shown in section 5 of this summary.

### Arrangement B

The statement of earnings required under the agreement by the 30th September each year has been simplified no longer being required to be “certified by a Certified Practising Accountant or Chartered Accountant”.

An Accountants Certification is required in the following terms:

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

A practitioner is also required to provide certification in the following terms:

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

## 8. Sessional Practitioners

The increases detailed in this document apply equally to Sessional Practitioners. Specific issues Sessional practitioners should also be aware of include:

### (a) Private Practice

The 2007 Agreement obtained the right of Sessional practitioners to elect Arrangement A resulting in many enjoying very significant increases in income.

Sessionalists can therefore operate under Arrangement A or B or pursuant to Clause 7.– Agreement Flexibility or Clause 27.- Rights of Private Practice Generally other arrangements may be sought to be agreed to address market realities.

The Private practice Cost Allowance has been increased as follows:

3.25% 1st pay period on or after 1-Oct-10	4.0% 1st pay period on or after 1-Oct-11	4.5% 1st pay period on or after 1-Oct-12
\$86.98	\$90.46	\$94.53

**(b) On Call Leave**

Previously Sessionalists accruing an entitlement for up to an additional weeks leave for being On Call have been paid pro rata for that week i.e. if on 3 sessions and participating On Call on the same hours as a full time practitioner they were only paid their sessions for that particular week. Under the new agreement this leave will now accrue as hours and hence if they accrue 40 hours for being On Call under the formula in section 11 Annual Leave then they will be paid for 40 hours not pro rata.

This does not apply to other forms of leave.

**9. Radiologists**

The agreement relating to salary/piece rates can now “where the employer determines with the agreement of the practitioners concerned” be extended beyond tertiary hospitals to any combination of other hospitals.

The piece rate payments have been increased as follows:

3.25% 1st pay period on or after 1-Oct-10	4.0% 1st pay period on or after 1-Oct-11	4.5% 1st pay period on or after 1-Oct-12
\$41.85	\$43.53	\$45.49

The base line earnings has also been adjusted to reflect 2009 data which given increased activity since 2006 has increased the pool.

**10. Continuing Professional Development Leave**

Clause 30. – Continuing Professional Development Leave has been amended to expand the use of such leave and may aside from attending conferences be used for “undergoing additional training or courses of study relevant to maintaining or enhancing an individual’s scope of practice and which is of benefit to the hospital. Such attendances shall be inclusive of travel time.”

The clause now also makes it clear that “attendances at a conference, meeting or like event” required in an official capacity shall not be counted as part of a practitioners entitlement to conference leave.

The Professional Development Allowance applicable to Arrangement A and Sessional practitioners to assist in the costs of the practitioners personal CPD has been increased as shown in section 3 of this summary.

The Arrangement B Professional Development Allowance continues on the same basis as it did before the Professional Development Allowance and Professional Expense Allowance for Arrangement A were amalgamated in 2007 i.e. 3% of the salary of level 21 and will increase commensurate with the movement in level 21.

**Notice periods**

The agreement sets out the following minimum notice periods for applying and responding to conference leave applications:

	Apply	Employer to respond
Within Australia	6 weeks prior	4 weeks prior
International/ Overseas	13 weeks prior	6 weeks prior

**Please Note:** These are minimum periods only. Wherever possible applications should be made at the earliest opportunity giving the maximum amount of notice possible.

The Agreement provides:

“... the employer shall not unreasonably refuse an application for leave that has been properly made.”

## 11. Annual Leave

Annual leave will now accrue as hours not days and accrues pro-rata weekly.

Clause 34 has now been remodelled and simplified to replace the previous formula for being On Call which came into effect in July 2005 and for accruing additional shift work leave. The simplified formula is as follows:

### (4) Additional Leave

#### (a) On-call

- (i) A practitioner can accrue up to a maximum of 40 hours of additional annual leave.
- (ii) For each completed period of 120 hours rostered on-call a practitioner shall accrue 8 hours additional annual leave.

#### (b) Working Sundays and/or Public Holidays

- (i) A practitioner can accrue up to a maximum of 40 hours of additional annual leave.
- (ii) Practitioners who are rostered to work their ordinary hours on Sundays and/or public holidays during a qualifying period of employment for annual leave shall be entitled to receive an additional 8 hours leave for each seven ordinary shifts so worked.

- (c) The maximum amount of additional leave that can be accrued under this clause is 40 additional hours leave during a qualifying period of employment.

This will both simplify and benefit practitioners by including all On Call hours in the calculation not just those on weekends, public holidays or days they are not rostered for duty, and also rectify the inequity for Sessional practitioners.

## 12. Witness and Jury Service

A completely new clause has been included, see Clause 41. – Witness and Jury Service Leave

## 13. Protective Clothing and Uniforms

A new clause from a Senior Practitioners standpoint has been introduced stating:

### 46. PROTECTIVE CLOTHING AND UNIFORMS

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

## 14. Travel Allowance

Members should be aware the clause provides as follows:

### 47. TRAVEL ALLOWANCE

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

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

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

## 15. Claims for Payment of Entitlements

The Agreement now provides that if a claim is not accepted and you request reasons in writing that you are entitled to written reasons in response to assist in facilitating resolution.

## 16. Payment Details

The Agreement now provides that Senior practitioners are now entitled to the following:

“Payment Details

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

## 17. Recovery of Underpayments and Overpayments

Clause 51. – Recovery of Underpayments and Overpayments sets out in detail the processes and obligations. If you are underpaid or overpaid and are unsure of your rights please read the full clause and contact the AMA should you require assistance.

## 18. Salary Packaging

Some changes have been made including formalising the employer’s rights in subclause (15) as follows:

- (15) If a practitioner is found to have committed misconduct in the claiming a salary packaging benefit *the employer is entitled to prospectively cease to provide some or all salary packing benefits either indefinitely or for any period determined by the employer.*

## 19. Conclusion

The outcomes summarised above builds on the enormous increases that were achieved in the previous round and provides significant improvements.

These have been secured after several years work by your AMA in formulating and negotiating its claims on your behalf.

The capacity to achieve such outcomes derives from membership and consequential resources that can be applied.

Your support and that of your colleagues is greatly appreciated.

These improvements have been brought to you by your AMA as a result of your membership.

To enable the AMA to continue to improve your conditions of employment and professionally we strongly suggest that you encourage your Colleagues who are not members to join the AMA.

A membership form is included on the next page.

# Support the Association that Supports You!

## Become a Member now!

### MEMBERSHIP APPLICATION

*Please print in block letters*

Given Names \_\_\_\_\_

Surname \_\_\_\_\_

hereby applies to be elected a member of the Australian Medical Association and the Australian Medical Association (WA) Inc.

Signature \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Preferred Name \_\_\_\_\_ Date of Birth \_\_\_\_ / \_\_\_\_ / \_\_\_\_  M  F

Correspondence  To Home  To Practice

**Address** \_\_\_\_\_

Tel \_\_\_\_\_ Mobile \_\_\_\_\_

Email \_\_\_\_\_

**Practice Address** \_\_\_\_\_

Tel \_\_\_\_\_ Mobile \_\_\_\_\_

Email \_\_\_\_\_

#### Type of Practice *(mark with a cross)*

**Specialist** Specialty/Specialties \_\_\_\_\_

Sub Specialty/Specialties \_\_\_\_\_

**General Practitioner** Specialty/Specialties: \_\_\_\_\_

**Registrar** Speciality: \_\_\_\_\_

Level: \_\_\_\_\_

**RMO/Intern** Level: \_\_\_\_\_

**Other** *(please give details)* \_\_\_\_\_

Level: \_\_\_\_\_

Mail to AMA (WA) PO Box 133 Nedlands WA 6909, or fax to (08) 9273 3073 or email [membership@amawa.com.au](mailto:membership@amawa.com.au)  
We will send a tax invoice and further membership information upon receipt of your completed application form.

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