

Doctors in Training

**AMA Salaried Doctors
Metropolitan Health Services Agreement
2010–2013**

‘What you need to know’

The AMA – advocating, protecting, producing results!



Doctors in Training

AMA Salaried Doctors Agreement 2010 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 Agreement was formally registered by the WA Industrial Relations Commission on Friday 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 Network's (HCN) handling of matters and detailed work undertaken by both Senior Practitioner and Doctor in Training representatives to assist 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 Government's 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 but a new Agreement as summarised hereunder has now been secured.

Members support throughout this process has been greatly appreciated.

Overview

This summary details specific changes, applying to Doctors in Training (i.e. Interns through to Senior Registrars) 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 Registrars and Senior Registrars in the North West and provisions generally applying across the remainder of the state, such as the Drug and Alcohol Office, have also been concluded. For those Registrars and Senior Registrars who may soon be employed within the system as Senior Practitioners reference should also be made to the details contained within the Senior Medical Practitioners reference guide.

Summary of Specific Changes

1. Salary Increases over the life of the Industrial Agreement which will deliver 12.25% increase to base salaries and allowances. In addition Doctors in Training will achieve a further 5.26% increase in salary as a result of the increase in hours from 38 to 40 in a week.
2. Increase in hours from 38 to 40 hours per week. This will result in a total increase in composite salary of between 18.17% – 18.33% depending upon your classification level.
3. Increase in Professional Development Leave from 2 weeks to 3 weeks with the additional week being an accruable entitlement.
4. Improvements to rostering arrangements to align with pay periods.
5. Implementation of a Safe Hours Review provision which will examine and establish safe working parameters for Doctors in Training.
6. Improvement to secondment arrangements
7. Increase in On Call Rates over the life of the Agreement of 33.7%.
8. Changes to the recording of Annual Leave and the requirement to use leave above a practitioners contracted hours of work.
9. Definitive confirmation of accommodation and facilities that must be provided by the Employer.
10. Numerous other changes to address specific issues and clarify entitlements and definitions.

This latest Industrial Agreement has consolidated and built upon the significant improvements achieved in the previous Industrial Agreements whereby the Association has secured entitlements such as a Professional Expense Allowance, improvements in the salary scale and the restructuring of the salary scale to extend the registrar's salary scale and redesign the Senior Registrars scale.

Details of Specific Changes

1. Overall Financial Increases

Base Salary:

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

The Association as a result of the negotiations with Government secured increases of 12.25% in base salary and allowances for DIT’s with a further increase of 5.26% associated with the move from a 38 to 40 hour per week. The following quantum increases apply over the three year term of the Agreement:

- 3.75% increase effective from the first pay period on or after 1 October 2010.
- 4% increase effective from the first pay period on or after 1 October 2011.
- 4.5% increase effective from the first pay period on or after 1 October 2012.

The Agreement shall expire on 30 September 2013 with the negotiations for the next round to commence by 1 April 2013.

The following base rates will apply:

Table 1: Base Salary Rates

| Classification and Increment Point | Pay Level | Previous (01/10/09) | 3.75% First pay period on or after 01-Oct-10 | 40 Hour Week Adjustment 17-Jan-11 | 4.00% First pay period on or after 01-Oct-11 | 4.50% First pay period on or after 01-Oct-12 |
|------------------------------------|-----------|---------------------|----------------------------------------------|-----------------------------------|----------------------------------------------|----------------------------------------------|
| Intern | 1 | \$56,758 | \$58,886 | \$61,986 | \$64,465 | \$67,366 |
| RMO Yr 1 | 2 | \$62,434 | \$64,775 | \$68,185 | \$70,912 | \$74,103 |
| RMO Yr 2 | 3 | \$68,677 | \$71,252 | \$75,003 | \$78,003 | \$81,513 |
| RMO Yr 3 | 4 | \$75,545 | \$78,378 | \$82,503 | \$85,803 | \$89,664 |
| Registrar Yr 1 | 5 | \$79,322 | \$82,297 | \$86,628 | \$90,093 | \$94,147 |
| Registrar Yr 2 | 6 | \$83,288 | \$86,411 | \$90,959 | \$94,598 | \$98,855 |
| Registrar Yr 3 | 7 | \$89,535 | \$92,893 | \$97,782 | \$101,693 | \$106,269 |
| Registrar Yr 4 | 8 | \$94,012 | \$97,537 | \$102,671 | \$106,778 | \$111,583 |
| Registrar Yr 5 | 9 | \$98,712 | \$102,414 | \$107,804 | \$112,116 | \$117,161 |
| Registrar Yr 6 | 10 | \$103,648 | \$107,535 | \$113,195 | \$117,722 | \$123,020 |
| Registrar Yr 7 | 11 | \$108,830 | \$112,911 | \$118,854 | \$123,608 | \$129,170 |
| Senior Registrar Yr 1 | 12 | \$116,993 | \$121,380 | \$127,769 | \$132,879 | \$138,859 |
| Senior Registrar Yr 2 | 13 | \$122,842 | \$127,449 | \$134,156 | \$139,523 | \$145,801 |

Note: (1) Trainee Psychiatrists shall be within the range of Levels 7 – 13 [L12 = Advanced Training Yr 1 and L13 = Advanced Training Yr 2]
 (2) Trainee Medical Administrator/Trainee Public Health Physician will be in the range of Levels 6 – 12, based on years of relevant experience
 (3) Supervised Medical Officer shall be within the range of Levels 5 to 13, based on years of relevant experience

Professional Development Allowance:

AMA (WA) was the first State to secure a Professional Development Allowance for its members. This was achieved in 2002 at a uniform rate of \$2,000 for all Doctors in Training. Since this time the Association has managed in subsequent Agreements to achieve major increases and has again secured further increases this round. This annual allowance is paid fortnightly. The below table demonstrates the increases that will be achieved over the life of the Agreement as a result of the previously mentioned % increases.

Table 2: Professional Development Allowance (PDA)

| | 3.75% 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 |
|---------------------------------|----------------------------------------------------|---------------------------------------------------|---------------------------------------------------|
| Intern | \$4,535 | \$4,716 | \$4,929 |
| Resident Medical Officer | \$4,535 | \$4,716 | \$4,929 |
| Registrar | \$7,936 | \$8,253 | \$8,625 |
| Senior Registrar | \$11,337 | \$11,790 | \$12,321 |
| Supervised Medical Officer | \$7,936 | \$8,253 | \$8,625 |
| Trainee Medical Administrator | \$7,936 | \$8,253 | \$8,625 |
| Trainee Psychiatrist | \$7,936 | \$8,253 | \$8,625 |
| Trainee Public Health Physician | \$7,936 | \$8,253 | \$8,625 |

Note: The purpose of the Allowance was to assist in meeting professional development and associated expenses including coverage of your AMA membership subscription. Money well spent in assisting your AMA to secure the conditions you enjoy and it is also tax deductible.

Composite Salary (Base + PDA)

As a result of the quantum increases to the Base Salary and the Professional Development Allowance the following Composite Salary Rates have been achieved over the life of the Agreement. Table 3 on the next page demonstrates not only the total \$ increase but also highlights the % change over the life of the Agreement.

Table 3: Composite Salary including Base Salary and PDA

| | Pay Point | Current Composite Salary | Total \$ Increase after 3 yrs | Total % Increase after 3 yrs |
|-----------------------|-----------|--------------------------|------------------|------------------|------------------|------------------|-------------------------------|------------------------------|
| | | 01-Oct-09 | 1-Oct-10 | 17-Jan-11 | 1-Oct-11 | 1-Oct-12 | | |
| Intern | 1 | \$61,129 | \$63,421 | \$66,521 | \$69,182 | \$72,295 | \$11,166 | 18.27% |
| RMO Yr 1 | 2 | \$66,805 | \$69,310 | \$72,720 | \$75,628 | \$79,032 | \$12,227 | 18.30% |
| RMO Yr 2 | 3 | \$73,048 | \$75,787 | \$79,538 | \$82,719 | \$86,441 | \$13,393 | 18.33% |
| RMO Yr 3 | 4 | \$79,916 | \$82,913 | \$87,038 | \$90,520 | \$94,593 | \$14,677 | 18.37% |
| Registrar Yr 1 | 5 | \$86,971 | \$90,233 | \$94,564 | \$98,347 | \$102,772 | \$15,801 | 18.17% |
| Registrar Yr 2 | 6 | \$90,937 | \$94,347 | \$98,895 | \$102,851 | \$107,479 | \$16,542 | 18.19% |
| Registrar Yr 3 | 7 | \$97,184 | \$100,829 | \$105,718 | \$109,946 | \$114,894 | \$17,710 | 18.22% |
| Registrar Yr 4 | 8 | \$101,661 | \$105,473 | \$110,607 | \$115,031 | \$120,208 | \$18,547 | 18.24% |
| Registrar Yr 5 | 9 | \$106,361 | \$110,350 | \$115,740 | \$120,369 | \$125,786 | \$19,425 | 18.26% |
| Registrar Yr 6 | 10 | \$111,297 | \$115,471 | \$121,131 | \$125,976 | \$131,645 | \$20,348 | 18.28% |
| Registrar Yr 7 | 11 | \$116,479 | \$120,847 | \$126,790 | \$131,861 | \$137,795 | \$21,316 | 18.30% |
| Senior Registrar Yr 1 | 12 | \$127,920 | \$132,717 | \$139,106 | \$144,670 | \$151,180 | \$23,260 | 18.18% |
| Senior Registrar Yr 2 | 13 | \$133,769 | \$138,786 | \$145,493 | \$151,313 | \$158,122 | \$24,353 | 18.21% |

Note: Rates are from the first pay period on or after 1st October not the exact date and hence are linked to the actual pay cycle. The exception to this is the change from 38 hours to 40 hours where the change occurs on and from the 17th January 2011.

Example: As DITs progress via annual incremental advancement the effect of the increases for an Intern who commenced in 2010 (\$61, 129) mean that by January 2013 that practitioners would at least be on Level 4 (RMO Level 3 – \$94,593) which is a 54.74% increase. For many practitioners progression to Registrar level occurs sooner and could mean that by January 2013 that practitioner could be on Level 5 (Registrar Yr 1 – \$102,772) which is a 68.12% increase.

2. 38 to 40 hours per week

The hours for a full time practitioner will increase from 38 hours per week to 40 hours per week. This is effective on and from 17 January 2011. This provides for an increase in salary of a further 5.26%. The increase in rates can be found in Table 1 on page 4. Part time practitioners should refer to Section 10 (e) for further clarification.

The rationale for this change was due to a number of factors. Rostering of practitioners under the 38 hours per week meant that a day was defined as 7.6 hours or 7 hours and 36 minutes. With the move to 40 hours a day would as an average be 8 hours a day and means that rostering of practitioners will be made easier. This should reduce Health Corporate Network (HCN) mistakes and make pays easier to audit. This is particularly the case as there is a requirement by 1 January 2012 for all rosters to be aligned to either a 14 day pay period or 2 consecutive 14 day pay periods. (Refer to details under item 4).

The other reason for change was due to the fact that the majority of practitioners were at least working 40 hours per week but many were not claiming the additional 2 hours as overtime. This ensures that at the very least the 40 hours are paid. Please note that this change also assisted in securing the provision of an additional weeks Professional Development Leave which also accrues (please refer to Section 3).

3. Professional Development Leave (PDL) Increases

In conjunction with the move from a 38 hour week to a 40 hour week for Doctors in Training there has been the increase of an additional 1 week of professional development leave. Under the 2007 Industrial Agreement Practitioners were entitled to 2 weeks of PDL. This leave is not an accruable entitlement except in circumstances where the application has been declined after the employer has used its best endeavours to grant the leave. Now doctors in training have the existing 2 weeks of non-accruing leave (except in the above mentioned circumstances) plus a further week of PDL (which is an accruable entitlement and can be held over for exam years). Therefore in total Doctors in Training will now receive 3 weeks of PDL (2 weeks defined as non-accruable and 1 week defined as an accruable entitlement).

The entitlement now also provides that *“a practitioner, upon application, be provided with three clear days free from any rostered duty immediately prior to an examination.”*

In addition the provisions have been further clarified regarding application and approval times as follows:

“(5) Applications for professional development leave shall, in the absence of any agreement to the contrary, be made to the employer at least two months prior to the commencement of the leave. The employer shall notify the practitioner whether the application has been approved in writing within 4 weeks of receiving the application.”

4. Rostering Arrangements to be clarified

To assist in establishing clear rosters it has been agreed that effective the first pay period on or after 1 January 2012 rosters shall be aligned to either a 14 day pay period or to two consecutive 14 day pay periods. It is intended that this will ensure that calculation of entitlements and payments made by HCN will be easier and assist in decreasing error rates and doctors being underpaid. Auditing payslips should again be easier. The alignment of rosters to either a 14 day pay period or to two consecutive 14 day pay periods does not negate the requirement for the employer to pay overtime in accordance with Clause 18 – Payment of Overtime which provides for the following effective 17 January 2011:

“(c) With effect on and from 17 January 2011 paid hours in any two week pay cycle in excess of 80 hours shall be paid at the rate of 150% of the practitioner’s base ordinary rate of pay.

(d) With effect on and from 17 January 2011 paid hours in any two week pay cycle in excess of 120 hours shall be paid at the rate of 200% of the practitioner’s base ordinary rate of pay.”

The above changes to the overtime clause also assist in resolving an outstanding issue associated with what became known as “Above Hours Doctor”. Previously only “hours worked” attracted overtime. The change to “paid hours” instead of “time worked” now means that if a practitioner is paid a public holiday in the latter portion of a pay period which means that they have been paid hours above 80 in the two week pay period then these hours will be paid at overtime rates rather than how the employer and HCN were

previously paying by recording the hours as “Above Hours Doctor” and paying the hours at ordinary rates of pay.

The treatment of annual leave is discussed at Section 8.

5. Implementation of a Safe Hours Review

A number of changes were sought to the Hours provisions within the Industrial Agreement with the following being obtained:

- A requirement for 48 consecutive hours free from all duty (including on-call) after not more than 12 days work. (Previously this was only provided where practicable).
- Whilst the general requirement is for practitioners to not be rostered for more than 12 hours for shifts that commence after 12 noon there is the capacity, by written agreement with the Association for practitioners to be rostered for up to 13 consecutive hours for a shift commencing after 12 noon. This legitimises a particular circumstance and will only be implemented where a review of shifts applying prior to the proposed 13 hours shift has been analysed with safety being the ultimate decider.

A significant commitment is the requirement for a review of rostering patterns to be implemented to establish safe working parameters and if as a result of the review the parties agree that changes are necessary to the hour’s clause then this will be facilitated by way of a Flexibility Agreement between the parties.

The terms of the Safe Hours Review are set out in Clause 16 – Hours sub clause (11) as follows:

“(11) (a) During the life of this Agreement the parties will review rostering patterns for doctors in training to establish safe working parameters.

(b) Without limiting the scope of matters which may be considered the parties will examine the AMA Safe Hours National Code of Practice.

(c) The review defined in sub clause (a) will commence no later than 6 months after registration of this Agreement.

(d) As a result of the review as defined within sub clause (a) the parties to this Agreement may in accordance with Clause 7 – Agreement Flexibility agree to mutually acceptable terms and conditions to be implemented in substitution to those specified in Clause 16 – Hours of Duty and Clause 17 – Rosters.”

Therefore a working party will be established (due to commence within 6 months of registration of the Agreement) and will involve consultation with members.

6. Improvement to Secondment Arrangements

The provisions associated with secondments have been tightened with the new Agreement now prescribing that secondments can only proceed with the written agreement of the practitioner. In addition for rural secondments the employer is now required to use its best endeavours to provide accommodation that facilitates family occupancy where this is appropriate to the practitioner’s circumstances.

The new Agreement also provides for practitioners

who are seconded to a location north of the 26° parallel (i.e. the North West) or Kalgoorlie to be provided with return air travel to and from the place of secondment to Perth at the conclusion of each three month period in any rotation greater than three months.

7. On Call Rates to be increased

Currently the on call rate is determined by calculating 18.75% of the hourly rate for level 5 which is \$7.50 per hour. The following changes have been achieved throughout the life of the Agreement:

Table 4: On Call Rates

| First pay period on or after | 18.75% of the ordinary base hourly rate for pay point | Hourly Rate | % Increase Over Life of Agreement |
|------------------------------|-------------------------------------------------------|-------------|-----------------------------------|
| 30-Sept-10 | 5 | \$7.50 | |
| 01-Oct-10 | 5 | \$7.78 | 3.7% |
| On and from 17-Jan-11 | 6 | \$8.17 | 8.93% |
| 01-Oct-11 | 6 | \$8.50 | 13.33% |
| 01-Jan-12 | 7 | \$9.14 | 21.86% |
| 01-Oct-12 | 7 | \$9.55 | 27.33% |
| 01-Jan-13 | 8 | \$10.03 | 33.73% |

This delivers a 33.7% increase in on call hourly rates over the life of the Industrial Agreement.

Note: Senior Registrars who are nearing completion of their Fellowship should refer to the Senior Practitioners Guide as on call rates and more importantly call back rates have been significantly enhanced. In addition post fellowship sub speciality training will also count when determining appointment in the senior scale.

8. Annual Leave

Annual leave entitlements are now to be recorded in hours i.e. 160 hours for a full time practitioner. Usually a day will be defined as 8 hours and if a practitioner takes a week of annual leave they will be debited 40 hours leave. As Doctors in Training often work other than standard hour's alternatives have been implemented.

Extract from Clause 34 – Annual Leave

- “(2) (b) Effective on and from 17 January 2011, a full-time doctor in training shall be entitled to 160 hours annual leave per annum. The entitlement accrues pro rata on a weekly basis.*
- (c) Effective on and from 17 January 2011, the recorded balance of annual leave hours for doctors in training shall be multiplied by 1.053 and the resulting sum credited as annual leave.*
- (3) (a) Where a practitioner takes a week of annual leave, this will be debited as 40 hours leave.*
- (b) Where a practitioner takes a day of annual leave this will be debited as 8 hours leave unless the practitioner was rostered to work other than 8 hours in which case the practitioner will be debited the hours that they would have been rostered for that day. Provided that annual leave will not be utilised for any absence beyond full-time hours. Where a practitioner makes an application for annual leave for a period that is or includes a period of rostered overtime and the absence is approved by the employer, the period of rostered overtime will be changed to un-rostered hours. Annual leave credits shall not be applied to any period of un-rostered hours.”*

The Annual Leave clause should also be read in conjunction with Clause 18 – Payment of Overtime which states at sub clause (7) that “in accordance with Clause 34 (3) (b) – Annual Leave, annual leave credits shall not be applied to any period of rostered overtime.”

Essentially what the provision now means is that if a DIT is rostered other than 8 hours then the practitioner will be debited the hours that they would have been rostered for that day. However annual leave will not be utilised for any absence beyond full time hours. This will work in a number of ways. To assist in understanding the application of leave credits a range of scenarios are discussed below:

[NB: The scenarios detailed below are for a full time practitioner who is therefore contracted to work 80 hours a fortnight (on and from 17 January 2010)]

Scenario 1:

Practitioner is rostered to work 82 hours in a fortnight. The last shift of the pay cycle is a 4 hour ward round on the Saturday morning. Pay closes Sunday. The practitioner needs to take a day's leave on that Saturday morning.

The practitioner would take 2 hours of annual leave and be paid 2 hours of annual leave (rather than 4 hours). The 2 hours above 80 would be considered unrostered time and therefore it would not be necessary to take any leave for these hours.

Scenario 2:

Practitioner is rostered to work 90 hours in a fortnight.

Week 1 – Practitioner rostered to work 50 hours

Week 2 – Practitioner rostered to work 40 hours

Practitioner takes a week's leave in week 1. The definition of a week is defined as 40 hours. Therefore the practitioner is deducted 40 hours of leave and paid 40 hours of leave. The practitioner works 40 hours in the second week and is paid 40 hours. Therefore 80 hours is paid in that fortnight.

Alternative scenario is that the practitioner takes a week off free from duty in Week 2. In week one the practitioner has worked 50 hours. Whilst the practitioner takes a week off from duty in Week 2 it is only necessary for the practitioner to be deducted 30 hours of leave and paid 30 hours of leave to total 80 hours for that fortnight. Thus the practitioner has not had to use 10 hours of leave which will accrue to be used at a later date.

Scenario 3:

Practitioner is rostered to work 80 hours in a fortnight

Week 1 – Practitioner rostered to work 60 hours

Week 2 – Practitioner rostered to work 20 hours

Practitioner takes a week off from duty in week 2. As the practitioner has already worked 60 hours in week 2 the practitioner would be deducted 20 hours of leave and be paid 20 hours of leave. Therefore whilst the practitioner has been able to be absent from work for the week i.e. they were not rostered for any other shifts, they have only been required to take 20 hours of annual leave.

Scenario 4:

Practitioner is rostered to work 80 hours in a fortnight

Week 1 – Practitioner rostered to work 60 hours (i.e. 6 x 10 hour shifts)

Week 2 – Practitioner rostered to work 20 hours (i.e. 2 x 10 hours shifts)

Practitioner needs to take a day's leave. The practitioner would be deducted 10 hours annual leave and be paid 10 hours annual leave.

Additional Scenarios:

Additional Scenarios will be developed over time and will be made available to members, either via Industrial Updates or Case Studies posted on the AMA (WA) website.

Additional Leave

The additional leave associated with performing on-call and/or working ordinary hours on Sundays and/or Public Holidays has been made easier to calculate and has been converted from 5 additional days to 40 additional hours of annual leave. This should assist in rectifying difficulties that were experienced by part time practitioners in not being allocated the correct amount of additional leave.

The new Agreement will now provide for additional leave to be granted in the following circumstances:

(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.

(5) Provided that a practitioner who is entitled to additional leave in accordance with subclause (4) above, the maximum combined entitlement shall be 40 hours additional 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 rectifies the inequity for part time practitioners.

9. Accommodation and Facilities Defined

The results from both the 2004 and 2008 Hospital Ratings Surveys conducted by the AMA (WA) DIT Committee have demonstrated that access to accommodation and other facilities at Hospital has proved difficult. As a result of the surveys, the Association has been advocating for adequate accommodation and other facilities to be provided by your employer in the design of new hospitals. The Association has also now achieved a mandatory requirement for the Employer to provide:

- Changing Rooms
- Common Rooms
- Shower Facilities
- Access to computer, internet and email facilities

This will be particularly relevant when a doctor in training is on secondment to a Country Hospital where difficulties have been experienced in recent years.

10. Other changes

(a) Reference to Doctor in Training

Throughout the Agreement reference to “Junior Doctor” or “Junior Practitioner” has been changed and will now make reference to “Doctor in Training”. This change was felt to more appropriately reflect the role of the Doctor in Training within the Hospital environment.

(b) Resident Medical Officer definition clarified

A Resident Medical Officer is now defined as “*a registered medical practitioner who has not commenced in a recognised training program and is employed as a Resident Medical Officer in the second or subsequent years of relevant experience following graduation*”.

(c) Supervised Medical Officers

It will now be a requirement that the standard contract will be 5 years fixed term unless there is written agreement to the contrary. In addition the contract completion payment will be based on years of continuous service rather than years of the contract. This will ensure that the contract completion payment appropriately factors in all applicable years of service rather than the possibility of the employer implementing an artificial contract to minimise the amount due to a Supervised Medical Officer should their contract not be extended.

(d) Trainee Psychiatrist classification clarified

In line with the administrative arrangement entered into between the AMA (WA) and WA Health, effective December 2010, the classification of a Trainee Psychiatrist has been clarified as follows:

“(e) The salary of a Trainee Psychiatrist shall be within the range of Levels 7 to 13. Level 12 shall be paid to a trainee undertaking advanced training year 1 and Level 13 shall be paid to a trainee undertaking advanced training year 2.”

(e) Part time Employment

It has been clarified that a full time practitioners written request to work part time shall be appropriately considered and shall not be unreasonably refused. The expectation therefore is that the employer/hospital must give due to consideration to the establishment of part time positions. This will be particularly important as practitioners seek to establish appropriate work life balance and implement family friendly hours.

Doctors in Training currently employed in part time positions will continue to work existing hours unless otherwise agreed e.g. if a practitioner is currently employed on a 0.5 FTE contract i.e. 38 hours per fortnight they will continue on a 38 hour basis unless agreed. Should a practitioner who was working part time hours at the time of registration of the Agreement wish to increase their hours then by agreement between the parties the hours can be adjusted to the previous FTE allocation.

(f) Sick leave credits to align with 40 hour week

For those Doctors in Training with sick leave entitlement these will be multiplied by 1.053 to establish a revised and resulting sum to be credited as sick leave. This will take effect at the implementation of the Industrial Agreement. This calculation is necessary in the transition from 38 hours to 40 hours per week.

(g) Witness and Jury Service defined

A new clause has been inserted to assist in clarifying the entitlements due to practitioners who are subpoenaed or called as witnesses to give evidence in proceedings.

(h) Payment Details

The Association has achieved further clarification regarding the payments made to practitioners. 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 a resolution.

In addition the payment details, to be provided to practitioners, have been further clarified as detailed below:

“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.”

This ensures that the employer and Health Corporate Network can be held accountable for payments made to practitioners and should assist in identifying any under or overpayments.

(i) Recovery of Underpayments/Overpayments

The Employer in moving to standardisation across the public sector has sought to include new provisions for how underpayments and overpayments will be dealt with. 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.

(j) 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 of a salary packaging benefit the employer is entitled to prospectively cease to provide some or all salary packaging benefits either indefinitely or for any period determined by the employer.”

(k) Non-Clinical Time defined

Within Clause 10 – Contract of Service Non-Clinical Time is now defined within sub clause (10) as follows:

“(10) Practitioners shall be provided with a job description stating the relevant duties and responsibilities of the position including the general percentage for clinical responsibilities, teaching, non clinical duties and supervision of any staff. “Non clinical duties” means duties not directly associated with the diagnosis or management of patients.”

(l) Termination Notice Periods Clarified

Within Clause 10 – Contract of Service, sub clause (4) (a) the notice period required for termination of contracts has been clarified as follows:

“Subject to Clause 8 – Transition/Retention of Rights subclause (1) any contract of employment including a fixed term contract may be terminated by either the employer or the practitioner giving the following notice:

- (i) For contracts where the term is 12 months or less- 4 weeks' notice.*
- (ii) For contracts where the term is more than 12 months but equal to or less than 2 years – 6 weeks notice.*
- (iii) For contracts of where the term is more than 2 years but equal to or less than 3 years – 8 weeks notice.*
- (iv) For contracts where the term is more than 3 years – 12 weeks' notice.”*

Conclusion

The range of remuneration and condition changes is substantial and provides significant improvements both remuneratively and professionally.

They 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 is the product of you and your colleagues' membership and the consequential resources and professionalism able to be brought to the negotiations.

Without your support, the outcomes and benefits you accrue would not have been achieved. You and your colleagues support is greatly appreciated.

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 last page.

Discounts and Entitlements on offer through AMA (WA) Partners



Commonwealth Bank offers AMA members Wealth Package Plus – a range of premium banking, broking and investment products, including a discount of up to 0.75% off the standard variable home loan rate. Significant Savings are also available on merchant rates for EFTPOS business facilities



Investec provides specialist finance for personal and practice needs, including equipment, vehicles, practice purchase, commercial and residential property overdraft facilities



QANTAS Club membership is offered to AMA members at discounted rates



Free membership is available to the Hertz #1 Club Gold which allows members to avoid the queues and formalities. Corporate rates on rental cars are available to AMA members



At no cost to AMA members, Fleet1st saves you time and money when buying a new car – guaranteed!



The Caltex Starcard program is available to AMA members and offers a huge range of benefits designed to reduce your motoring costs



John Hughes has one of Australia's leading Automotive Fleet departments. Discounted fleet pricing is available on all new Volkswagen vehicles to AMA members



Members of the AMA (WA) Wine Society can purchase leading wines at specially negotiated prices. Tasting evenings and wine appreciation events are held regularly for members

In addition to exclusive AMA (WA) offers, members can also take advantage of these National AMA Partnerships



AMEX is a major partner of the AMA and offers members special discounts on a range of credit and charge cards



AMA Members receive 10% off standard **Fitness First** gym membership and pay no joining fee!



AMA and **MIMS** are proud to offer AMA members a 30% discount on all MIMS products



Stationery & office supplies from **Corporate Express** that are well priced and market competitive, as well as providing outstanding customer service



The AMA is proud to offer its members significantly reduced rates to **Virgin Blue's The Lounge**



AMA members receive savings on selected IT products and services from **Powerbuy**. Discounts are available on selected brands including Dell, Lenovo, HP, Fuji Xerox and Netgear



Keep your patients relaxed and comfortable while they wait with **Foxtel**. AMA members receive FREE installation + 2 months FREE



AMA List of Medical Services and Fees assists medical practitioners in determining their fees and provides an important reference for those in private practice

AMA Member Services and Benefits

AMA Member Benefits Program gives members exclusive access to discounts on a wide range of goods and services – business and finance, travel and holidays, sports and fitness, beauty and lifestyle, music and books, building and renovation, motoring, home and office, restaurants and wine.

AMA Financial Services provides members with general insurance, risk insurance and superannuation products. AMA Financial Services' staff has extensive experience in providing expert advice and exceptional service to medical professionals.

AMA Medical Products serves WA clients ranging from General Practitioners and medical specialists to nursing homes, industrial medical centres and hospitals. AMA Medical Products supply consumables, medical equipment and a large selection of medical textbooks.

AMA Training Services provides a range of training courses specifically established to meet the needs of the health industry. Discount vouchers for training courses are available to members.

AMA Recruit undertakes a comprehensive range of medical, executive and professional placement services. All recruitment services are provided on a confidential, customised and personal basis.

Dr YES (Youth Education Sessions) and Youth Friendly Doctor are initiatives of the AMA (WA) Foundation. Both are part of the AMA (WA)'s highly regarded youth health program which helps break down barriers that may prevent young people from accessing health care.

For further details on these AMA (WA) benefits and services, visit our website: www.amawa.com.au

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
We will send a tax invoice and further membership information upon receipt of your completed application form.

Join Online www.amawa.com.au