

Closure of Swan District Hospital

Continuing negotiations with WA Health and SJOG

Further to the March Swan Information Bulletin (Issue #8), the Australian Medical Association (WA) (AMA (WA)) has continued to negotiate with WA Health and SJOG in relation to the future employment conditions to apply to Medical Practitioners offered positions at MPH, including Medical Practitioners whose employment at Swan District Hospital (SDH) ceases due to the transfer of services to SJOG Midland Public Hospital (MPH).

Transferring Practitioners & Non-Transferring Practitioners

Under current federal legislation, the *Department of Health Medical Practitioners (Metropolitan Health Services) AMA Industrial Agreement 2013* ("the 2013 MHS Agreement") will become a 'Copied State Instrument' and as such continue to cover salaried practitioners who are ceasing employment with SDH and transferring to MPH as a result of the closure of SDH. This group will be referred to as "transferring practitioners". To qualify as a transferring practitioner you must have been employed at SDH within 3 months of commencing with MPH.

The Copied State Instrument will continue to apply to all transferring practitioners while the 2013 MHS Agreement continues in force (ie until 1 October 2016).

Positions at MPH have also been offered to practitioners who are currently employed outside of SDH (either at other WA Health hospitals, as VMPs at SDH or outside of WA). This group is referred to as "non-transferring practitioners". SJOG has made a written commitment to the AMA (WA) that "*non-transferring medical practitioners will be, on balance, no worse off under our own [SJOG] employment arrangements than those available to Transferring Employees*",

A number of contracts/offers of employment issued by MPH have been sighted by the AMA (WA) in recent days. They indicate that non-transferring practitioners will **not** be covered by any industrial agreement. Further, the terms and conditions included in the contracts offered **do not reflect** the commitment made to the AMA (WA) whereby non-transferring practitioners would be no worse off under SJOG employment arrangements compared with transferring practitioners.

Further, in a recent letter to the AMA (WA), SJOG makes clear that it does not intend to apply the same terms and conditions to non-transferring practitioners as to transferring practitioners.

Industrial Agreement Negotiations

Members may also be interested to know that the AMA (WA) presented SJOG with its log of claims for a proposed industrial agreement that is intended to cover **all** Medical Practitioners who work at MPH. SJOG have declined to negotiate a new industrial agreement at this stage, and have indicated that negotiations for a new industrial agreement would commence in conjunction with the expiry of the AMA (WA) negotiated SJOG Murdoch Agreement. This Agreement notionally expires on 30 September 2016 (the same date as the 2013 MHS Agreement expires).

SJOG Offering Contracts of Employment at MPH

The AMA (WA) believes there are substantial differences between the contracts currently being offered. The main discrepancies are outlined below:

Transferring Practitioners	Non Transferring Practitioners
<p>General</p> <p>The 2013 MHS Agreement becomes a “Copied State Instrument” and the terms and conditions of the MHS Agreement continue to apply by law.</p>	<p>General</p> <p>The MHS Agreement terms do not continue to apply by law.</p>
<p>Superannuation</p> <p>Superannuation contributions are calculated on the basis of the Maximum Superannuation Contribution Base (MSCB), topped up with an ex gratia payment representing the additional superannuation contribution paid by WA Health over and above the MSCB in respect of the practitioner’s base salary, Arrangement A allowance and Professional Development Allowance.</p> <p>Please note that the ex gratia top up is contractually fixed, and does not extend to additional superannuation which would have been payable by WA Health in respect of any additional earnings from on call, call back, shift and weekend penalties, any other allowances (eg. Head of Department) or base rate increments.</p>	<p>Superannuation</p> <p>Superannuation is paid to the Maximum Superannuation Contribution Base. (The MSCB for financial year 2015/16 is \$19,308.)</p> <p>The practitioner’s base salary is increased by an amount representing the additional superannuation contribution paid by WA Health over and above the MSCB in respect of the practitioner’s base salary, Arrangement A allowance and PDL allowance payable under the MHS conditions. As is the case for transferring Practitioners, the top up amount is fixed at the point in time of signing the contracts, and accordingly does not extend to additional superannuation which would have been payable by WA Health in respect of any additional earnings from on call, call back, shift and weekend penalties, any other allowances (eg. Head of Department) or base rate increments.</p>
<p>Penalty Rates</p> <p>Shift penalty rates are as follows:</p> <ul style="list-style-type: none"> • 6pm-12midnight (Mon.-Fri) – 120% • 12midnight-8am (Mon. – Fri)– 125% • Saturday – 150% • Midnight Saturday – 8am Monday - 175% • Public Holiday-8am following day – 250% <p>(These penalties are payable on the base rate of pay only)</p>	<p>Penalty Rates</p> <p>Shift penalty rates are as follows:</p> <ul style="list-style-type: none"> • 6pm-12midnight (Mon.-Fri) – 110% • 12midnight-6am (Mon. – Fri)– 115% • Saturday & Sunday – 125% • Public Holiday-8am following day – 200% <p>(These penalties are applied on the inflated base rate of pay incorporating the arrangement A allowance and the additional superannuation)</p>
<p>Long Service Leave</p> <ul style="list-style-type: none"> • 13 weeks LSL after 10 years continuous service and for subsequent service, after each 7 years of continuous service. • Certain portability clauses relating to other government employers, both in WA and interstate. 	<p>Long Service Leave</p> <ul style="list-style-type: none"> • 8½ weeks LSL after 10 years continuous service and for subsequent service, 4½ weeks for every 5 years of continuous service. • Pro rata LSL after 7 years’ service.
<p>Professional Development Leave</p> <ul style="list-style-type: none"> • A maximum of 3 weeks Professional Development Leave per annum. • 5 weeks Overseas Professional Development Leave after each 5 years of continuous service. 	<p>Professional Development Leave</p> <ul style="list-style-type: none"> • 2 weeks Professional Development Leave per annum. • No Overseas Professional Development Leave.
<p>Non-clinical time</p> <ul style="list-style-type: none"> • As per the 2013 MHS Agreement. 	<p>Non-clinical time</p> <ul style="list-style-type: none"> • No provisions for non-clinical time

Transferring Practitioners	Non Transferring Practitioners
<p>Professional Development Allowance</p> <ul style="list-style-type: none"> • Paid on a fortnightly basis. 	<p>Professional Development Allowance</p> <ul style="list-style-type: none"> • Practitioner will need to apply to SJOG on a case by case basis for the payment of any professional development allowance, the granting of which will be subject to the discretion of the employer.
<p>Right of Private Practice</p> <ul style="list-style-type: none"> • Option to exercise the right under Arrangement A or Arrangement B. • Sessional Practitioners are eligible to receive a Private Practice Cost Allowance. 	<p>Right of Private Practice</p> <ul style="list-style-type: none"> • Practitioners provide authority for SJOG to render accounts in their name. • Arrangement “A” allowance has been incorporated into the base rate of pay • No mention of entitlement to Private Practice Cost Allowance.
<p>Incremental increases on anniversary dates</p> <ul style="list-style-type: none"> • As per MHS Agreement, the Practitioner will increment on their anniversary date. 	<p>Incremental increases on anniversary dates</p> <ul style="list-style-type: none"> • No provision for incremental increases (eg. Consultant year 3 to year 4)

Commitments from SJOG and Fair Work Commission Application

The AMA (WA) has met with SJOG in light of the different conditions of employment being offered to Practitioners. At the meeting, SJOG again made clear its commitment to a two tier system of employment conditions for Practitioners. Consequently, the AMA (WA) is considering lodging an application with the Fair Work Commission, seeking an order that SJOG apply the MHS Agreement conditions to all Practitioners working at MPH.

Date Employment at MPH Commences

The AMA (WA) *strongly encourages all practitioners*, transferring or otherwise, to contact us prior to signing any contract with SJOG. If you have received, or receive, any contract relating to employment at SJOG MPH, we urge you to forward this to the AMA(WA), so as we can provide industrial advice pertaining to your individual circumstances.

The AMA (WA) is likely to call a meeting of practitioners in the near future if no progress is made in negotiations. We encourage members to monitor the AMA (WA) website for details.

Outstanding issues with SJOG MPH

The AMA (WA) continues to pursue written assurances on a number of issues that have yet to be clarified by SJOG and WA Health. These include, the conditions surrounding the direct employment and secondment of Doctors in Training and clarification as to the transition arrangements on the day that SDH closes and MPH opens.

In the meantime, should members have any concerns or wish to discuss or have any of the issues outlined in this bulletin, please contact [Marcia Kuhne](#), [Josephine Auerbach](#) or [Simon Bibby](#) at the AMA (WA).