

St John of God Healthcare – AMA (WA) – Medical Practitioners Agreement 2016 SJOG Murdoch Practitioners Fact Sheet

The Australian Medical Association (WA) has reached agreement with St John of God Healthcare (SJOG) over the provisions that will cover doctors directly employed by SJOG, at all of their healthcare facilities in Western Australia.

The negotiation process has been protracted. SJOG had insisted that all employed practitioners should be covered by one industrial agreement, despite there currently being two distinct industrial instruments and multiple, varying sets of contractual obligations that apply to different groups of medical practitioners employed by SJOG. The initial proposals from SJOG failed to account for the multiple contractual obligations that existed for different groups of practitioners and the process of reviewing these entitlements and ensuring they were fairly maintained further delayed the negotiation process. In addition, SJOG was under no legal obligation to replicate or match the provisions of any other industrial instrument that currently applies to SJOG employees and until recently, their proposals represented a significant reduction in the proposed terms, conditions and salaries of practitioners currently employed at SJOG Midland Hospital and other public hospitals in WA.

After lengthy negotiations, the AMA (WA) has now secured agreement on the terms of the *St John of God Healthcare – AMA (WA) – Medical Practitioners Agreement 2016* (the SJOG EBA), containing salaries, terms and conditions that are comparable with or better than those presently enjoyed by practitioners employed at SJOG Murdoch Hospital, SJOG Midland Hospital or in the public sector.

What is the Agreement and how does it affect my employment?

The SJOG EBA is a collective agreement, negotiated between SJOG and the Australian Medical Association (WA) (through ASMOF (WA)) acting as your bargaining representative. Following a positive ballot and seven days after registration by the Fair Work Commission, the SJOG EBA will become an enforceable, legal document that prescribes the minimum salaries, terms and conditions of your employment with SJOG, but does not replace your Contract of Employment.

Your Contract of Employment remains a valid legal document that sets out the length of employment, your employment particulars and any other special arrangements you have negotiated with SJOG on an individual basis. Your Contract of Employment cannot reduce any of the conditions prescribed by the SJOG EBA but SJOG is legally bound to meet any contractual obligations which are better than or additional to those terms and conditions set out in the SJOG EBA.

Who is covered by the new SJOG EBA?

The SJOG EBA applies to all medical practitioners employed by SJOG in Western Australia, whose positions are set out in the classifications table in Schedules A and B of the SJOG EBA. Senior Executives and practitioners working in research and non-medical roles are not covered by the SJOG EBA.

What is the operative date?

Following a successful ballot and in accordance with the *Fair Work Act 2009*, the SJOG EBA will operate 7 days from approval by the Fair Work Commission. SJOG has, however, agreed to apply all terms and conditions, including salaries and allowances, from the first full pay period commencing 27 March 2017, and they have inserted a provision in the Agreement to provide for retrospectivity to this date. This means that practitioners will receive a 1.5% salary increase and all hours worked from that date will be recalculated on the basis of the new base salary prescribed in the SJOG EBA (see 'Base Salaries and Shift Penalties').

How will the Agreement affect me as an employee of SJOG Murdoch Hospital?

At the outset of negotiations, SJOG maintained that all practitioners employed by SJOG should be covered by one agreement and one set of conditions. However, SJOG was not prepared to replicate the *St John of God Murdoch Hospital AMA Medical Practitioners Industrial Agreement 2013* (the Murdoch Agreement) for medical practitioners across all SJOG sites. The AMA (WA) have since argued strongly that the entitlements and conditions of employment outlined in the Murdoch Agreement should continue to apply to Murdoch Practitioners in addition to an appropriate salary increase.

Initial proposals by SJOG to grandfather only certain conditions pertaining to salaries, additional leave entitlements and shift allowances, were strongly rebuffed by the AMA (WA). Following a significant period negotiations the AMA (WA) has secured inclusion of a schedule in the SJOG EBA that specifically applies to all current Murdoch Practitioners and which reflects all current entitlements.

Which Clauses of the SJOG EBA will apply to Murdoch Practitioners?

Following a positive ballot the SJOG EBA will apply to Murdoch Practitioners. The provisions prescribed in Schedule B of the SJOG EBA will override the provisions in the main body of the SJOG EBA where there is an inconsistency between the two. These provisions will apply to all Murdoch employees employed as at 27 March 2017. New employees employed at Murdoch will not come under Schedule B. To ensure that current Murdoch employees are able to keep their current conditions, the AMA (WA) has strongly argued for the inclusion of every clause from the current Murdoch Agreement where there is a discrepancy between that clause and what is proposed by SJOG for the SJOG EBA.

The following Clauses have been grandfathered in Schedule B of the SJOG EBA. Any amendments made to the provisions have been noted below:

- **Definitions**
For the purposes of Schedule B, “Medical Practitioners” has been defined. The Murdoch Agreement’s definition of “On Call”, “Vocationally Registered General Medical Practitioner” and “Non Clinical Duties” have also been grandfathered. This ensures that Murdoch Practitioners will continue to be paid for attendance at departmental meetings.
- **Appointment of Medical Practitioner/Contract of Service**
Provisions relating to termination and notice are now in the main body of the SJOG EBA, although remain unchanged.
- **Salaries and Salary Ranges**
The AMA (WA) has secured a salary increase of 1.5 per cent per annum over the term of the agreement, effective 27 March 2017, 1 October 2017 and 1 October 2018 respectively. The commitment of a full time practitioner under the SJOG EBA is 40 hours per week. As a result, the annual salaries have increased by 1.5 per cent and been adjusted to reflect the new full time commitment. The divisor to establish an hourly rate has increased from 37.5 to 40. Murdoch Practitioners’ hourly and annual base salary will not be affected by this change as their contracted hours will remain the same.

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- **Payment of Wages**
Only specific provisions relating to cumulative overpayments have been grandfathered. Murdoch Practitioners will continue to be able to repay overpayments at a maximum rate of \$50 per week.
- **Authority to Render Accounts**
This Clause has been grandfathered with additional wording to ensure that the Private Practice Allowance is paid in addition to the salaries prescribed in the Schedule B appendix.
- **Casual Medical Practitioners**
This Clause has been grandfathered with additional wording to ensure that the casual loading is paid in addition to the salaries prescribed in the Schedule B appendix.
- **Sessional Medical Practitioners**
This Clause has been grandfathered with additional wording to ensure that the Private Practice Allowance is paid in addition to the salaries prescribed in the Schedule B appendix.
- **Hours, On Call and Call Back**
This Clause has been grandfathered. The hours per nominal week have increased to 40 hours. The On Call payments have increased by 1.5 percent per annum, in line with salary increases.
- **No Reduction**
The inclusion of this clause ensures that no Murdoch Practitioner will suffer a reduction in pre tax income as a result of the implementation of the SJOG EBA.
- **Shifts and Weekend Work**
This Clause has been grandfathered.
- **Annual Leave**
This Clause has been grandfathered.
- **Long Service Leave**
Provisions that prescribe the payment of Long Service Leave on termination through no fault of the practitioners after 5 years of continuous service, have been preserved.
- **Personal Leave**
Provisions that prescribe the extension of Long Service Leave in the event of confinement to a practitioner's place of residence or hospital due to illness while on Long Service Leave have been preserved. In addition, Murdoch Practitioners in their first 12 months of service may access the maximum entitlement to sick leave for that year in advance of the entitlement having accrued.
- **Professional Development Leave**
After strong advocacy by the AMA (WA), SJOG has agreed to include an amount permissible for reimbursement for reasonable conference, travel and accommodation expenses. The AMA (WA) has secured an increase on the \$5,000 cap that was previously applied, with an express provision now included in Schedule B that gives a legal entitlement to claim expenses up to \$10,000 per annum.
The AMA (WA) has also secured the retention of Murdoch Practitioners additional paid study leave.

Can I opt out of the Schedule B arrangement?

Murdoch Practitioners can opt out of the Schedule B provisions and elect to only be covered by the terms, conditions and salaries prescribed in the main body of the SJOG EBA. Once this election has been made, it cannot be reversed. The AMA (WA) has strongly advocated that any practitioners making such an election will maintain their anniversary date for the purposes of calculating continuous service and their salary level. However, each practitioner needs to assess the value of the terms and conditions in total as they apply to their individual circumstances, and we encourage you to contact our industrial team for advice before you commit to opting out of Schedule B.

Improved Productivity & Direction to Work at another Location

The SJOG EBA has express provisions which provide for a joint commitment to actively cooperate in implementing changes in work and staffing procedures designed to improve productivity. While the AMA (WA) is not opposed to the philosophy behind these provisions, the AMA (WA) had serious concerns over the initial drafting of the clauses. The final wording achieves a fairer balance between employer and practitioner needs and obligations.

Direction to Work at another Location

Following negotiation, the AMA (WA) successfully advocated for the removal of provisions which could have been utilised to direct practitioners to work at other SJOG locations.

Leave Management

The parties have ultimately reached agreement on the principles around which a practitioner can, in very limited circumstances, be requested to take leave. Safeguards have been included to ensure practitioners have reasonable access to leave and that practitioners who wish to accrue excess leave are given the opportunity to enter into a recorded leave management plan. The practitioner must have an accrued balance of at least: 2 years annual leave; one year Shift/On Call Leave; and any Long Service Leave which remains untaken more than 3 years after its accrual.

Christmas and New Year Closedown

SJOG insisted upon including provisions to allow direction to take paid annual leave over Christmas and New Year. Leave can only be directed if SJOG temporarily closes a ward, unit or department and practitioners must be provided with at least three months' notice. The AMA (WA) successfully argued for the inclusion of non-clinical work as an alternative, in addition to alternative clinical work, which SJOG must use its best endeavours to identify and offer, where the practitioner does not want to take such directed leave.

Additional Annual Leave

All practitioners are able to accrue an additional 40 hours of annual leave per annum, regardless of their fractional appointment. The additional 40 hours can be accrued the following ways:

- 8 hours of additional annual leave for each completed period of 120 hours rostered on call.
- 8 hours of additional annual leave for each seven ordinary shifts worked on a Sunday or Public Holiday.

This represents an increase in the amount of additional annual leave that can be accrued, which was previously capped at 37.5 hours per annum.

Private Practice Cost Allowance

As SJOG will employ practitioners on either a full time or part time basis and no longer as Sessional Practitioners, the AMA (WA) has successfully argued that a Private Practice Cost Allowance should cover part time practitioners whose commitment to contracted hours impacts on the operation of their private practice. The Private Practice Cost Allowance is prescribed for in the main body of the SJOG EBA but applies to all Murdoch Practitioners who are contracted to work part time.

Murdoch Practitioners who are sessional are dealt with in Schedule B, by preserving the current terms whereby the practitioner can negotiate a loading if they can demonstrate the incurrent of private practice costs outside the hospital.

The Private Practice Cost Allowance has been expressed as hourly rate of pay, to be increased by 1.5% per annum, in line with salary increases.