

## CLINICAL ACADEMICS (PATHWEST) AGREEMENT 2017

### Between:

The Australian Medical Association (Western Australia) Incorporated; and

North Metropolitan Health Service established pursuant to section 32(1)(b) of the *Health Services Act 2016* (WA) (Employer).

### Made pursuant to:

Clause 7. Agreement Flexibility of the *WA Health System - Medical Practitioners (Clinical Academics) AMA Industrial Agreement 2016* (Industrial Agreement).

### Particulars:

- (1) This Agreement shall apply in respect of any Clinical Academic employed by the Employer as a Pathologist to provide Pathologist services within PathWest, irrespective of whether that person has clinical privileges in any other capacity in a teaching hospital or in any other public sector health care facility.
- (2) To the extent of any inconsistency the provisions of this Agreement prevail over any provision of the Industrial Agreement.
- (3) This Agreement will remain in force while the Industrial Agreement remains in force provided that nothing shall prevent the parties agreeing, in writing, to amend or replace this Agreement during the life of the Industrial Agreement.

## 2. SALARIES AND ALLOWANCES

- (1) Clause 11(a) of the Industrial Agreement is replaced by:

- (a) Winthrop Professor

The salary for a Clinical Academic Pathologist appointed to the full-time position of Winthrop Professor (Level E) under the University Industrial Agreement shall be the difference between the rates specified hereunder and the University Industrial Agreement base salary for a full-time Winthrop Professor plus the clinical loading for a full-time Winthrop Professor.

On and from 1-Oct-2016	On and from 1-Oct-2017	On and from 1-Oct-2018
\$470,753	\$477,814	\$484,981

- (2) Clause 11(b) of the Industrial Agreement is replaced by:

- (b) Professor

The salary for a Clinical Academic Pathologist appointed to the full-time position of Professor (Level D) under the University Industrial Agreement shall

be the difference between the rates specified hereunder and the University Industrial Agreement base salary for a full-time Professor plus the clinical loading for a full-time Associate Professor.

On and from 1-Oct-2016	On and from 1-Oct-2017	On and from 1-Oct-2018
\$457,423	\$464,284	\$471,249

(3) Clause 11(c) of the Industrial Agreement is replaced by:

(c) Associate professor

The salary for a Clinical Academic Pathologist appointed to the full-time position of Associate Professor (Level C) under the University Industrial Agreement shall be the difference between the rates specified hereunder and the University Industrial Agreement base salary for a full-time Associate Professor plus the clinical loading for a full-time Associate Professor.

On and from 1-Oct-2016	On and from 1-Oct-2017	On and from 1-Oct-2018
\$430,764	\$437,225	\$443,784

(4) Clause 11(d) of the Industrial Agreement is replaced by:

(d) Assistant Professor

The salary for a Clinical Academic Pathologist appointed to the full-time position of Assistant Professor (Level B) under the University Industrial Agreement shall be the difference between the rates specified hereunder and the University Industrial Agreement base salary for a full-time Assistant Professor plus the clinical loading for a full-time Assistant Professor.

On and from 1-Oct-2016	On and from 1-Oct-2017	On and from 1-Oct-2018
\$404,104	\$410,166	\$416,318

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

(a) Shift, Weekend and Public Holiday Penalties and On-Call and Call-Back penalties will be paid in accordance with the rates prescribed in the Industrial Agreement.

(b) Private Practice Cost Allowance will be paid in accordance with the rate prescribed in the Industrial Agreement.

**3. PRIVATE PRACTICE**

- (1) A Clinical Academic Pathologist is deemed, for the period this Agreement remains in force, to have elected Arrangement A and also to have relinquished all private practice income retention rights and other entitlements in respect of private practice rights exercised in any capacity in a teaching hospital or in any other public sector health care facility.
- (2) The Employer will render accounts for all patients classified as private and other services for which fees may be charged and will retain all monies there from.
- (3) Where, by prior agreement with the Employer, a Pathologist for any reason needs to render an account on his/her own behalf, the Pathologists will determine the fee to be charged in relation to individual private patients and the Employer will provide the practitioner with details of monies raised in the Pathologists name in accordance with the Industrial Agreement.
- (4) The Employer will meet any ongoing requirements for Approved Pathology Provider Fees due under the *Health Insurance Act 1973* (Cth).
- (5) Clinical Academic Pathologists shall not participate in any other pathology practice other than the Employer's, unless alternative arrangements are agreed in writing between the practitioner and the Employer. Subject to the *Public Sector Management Act 1994* (WA), where permission to participate in another pathology practice was given prior to the commencement of this Agreement such approval has continuing effect unless such permission is subsequently withdrawn.
- (6) The Employer will maintain medical indemnity cover at a level sufficient to cover all eventualities arising from all work, whether publicly or privately funded, carried out on behalf of the Employer.
- (7) Notwithstanding the provisions of this Agreement, the Employer and a Pathologist may agree in writing on other arrangements to govern the exercise of rights of private practice



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Marcia Kuhne  
Director Industrial/Legal  
Australian Medical Association (Western Australia) Incorporated

13/07/2017



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Karen Callaghan  
A/Director System-wide Industrial Relations  
Department of Health

13/07/2017