

Royal Flying Doctor Service of Australia (Western Operations), Medical Practitioners Industrial Agreement 2016

**This is an AMA negotiated
Agreement**



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Royal Flying Doctor Service (Western Operations) T/A RFDSWA (AG2016/7978)

ROYAL FLYING DOCTOR SERVICE OF AUSTRALIA (WESTERN OPERATIONS), MEDICAL PRACTITIONERS INDUSTRIAL AGREEMENT 2016

Health and welfare services

COMMISSIONER JOHNS

MELBOURNE, 27 MARCH 2017

Application for approval of the Royal Flying Doctor Service of Australia (Western Operations), Medical Practitioners Industrial Agreement 2016.

[1] On 22 December 2016 Royal Flying Doctor Service (Western Operations) T/A RFDSWA (**Applicant**) made an application for approval of the *Royal Flying Doctor Service of Australia (Western Operations), Medical Practitioners Industrial Agreement 2016* (**Agreement**). The application was made pursuant to s 185 of the *Fair Work Act 2009* (Cth) (**Act**). The Agreement is a single-enterprise agreement.

[2] The Agreement was lodged within 14 days after it was made.

[3] The Applicant has provided written undertakings. A copy of the undertakings is attached as Annexure A. The Commission is satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. In any case, the Australian Medical Association (Western Australia) has signed the undertakings to indicate its support.

[4] Subject to the undertakings referred to above, the Commission is satisfied that each of the requirements of ss 186, 187, 188 and 190, as are relevant to this application for approval, have been met.

[5] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[6] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[7] The Australian Salaried Medical Officers Federation, being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it wants the

Agreement to cover it. In accordance with s 201(2), the Commission notes that the Agreement covers this organisation.

[8] The Agreement is approved. In accordance with s 54 of the Act the Agreement will operate from 3 April 2017. The nominal expiry date of the Agreement is 30 September 2019.



COMMISSIONER

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Annexure A

2 March 2017

Dear Commissioner

AG2016/7978 – ROYAL FLYING DOCTOR SERVICE OF AUSTRALIA (WESTERN OPERATIONS), MEDICAL PRACTITIONERS INDUSTRIAL AGREEMENT 2016

Please find below undertakings pertaining to the above Agreement:

Consultation & Flexibility

The parties agree to apply the model Fair Work clauses for Consultation and Flexibility in accordance with the *Fair Work Act 2009*.


Personal/Carer's Leave

Notwithstanding reference in Clause 13(1) that full time medical practitioners shall accrue 75 hours paid leave per annum, the parties agree that medical practitioners will accrue the equivalent of ten (10) days paid personal/carer's leave during each year of service according to the employee's ordinary hours of work. Personal leave is cumulative from year to year.

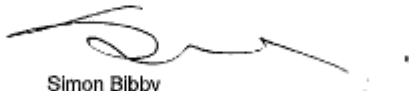
This is also the current practical application of Clause 13(1).

The undersigned have agreed to apply the above undertakings in respect of the *Royal Flying Doctor Service of Australia (Western Operations), Medical Practitioners Industrial Agreement 2016*.

Signed by:



Julie Sinnott
General Manager, People & Culture
Royal Flying Doctor Service (Western Operations)



Simon Bibby
Australian Medical Association (Western Australia) Incorporated



Professor Stephen Langford
Director of Medical Services
Royal Flying Doctor Service (Western Operations)

Note - the model consultation and flexibility terms are taken to be terms of this agreement. This agreement is to be read together with an undertaking given by the employer. The undertaking is also taken to be a term of this agreement. A copy of these terms can be found at the end of the agreement.

**ROYAL FLYING DOCTOR
SERVICE OF AUSTRALIA,
(WESTERN OPERATIONS)
MEDICAL PRACTITIONERS
INDUSTRIAL AGREEMENT
2016**

PART 1 –PRELIMINARIES

1. -TITLE

This Agreement shall be known as the Royal Flying Doctor Service of Australia (Western Operations), Medical Practitioners Industrial Agreement 2016.

2.-ARRANGEMENT

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3.-APPLICATION AND PARTIES BOUND

- (1) This Agreement shall bind the Royal Flying Doctor Service operating throughout Western Australia and the Australian Medical Association (Western Australia) Incorporated ("the parties") operate throughout the State of Western Australia and apply to all Medical Practitioners employed in or by the relevant Royal Flying Doctor Service.
- (2) It is estimated that the number of employees who will be bound by this agreement will be 50 however this may increase or decrease over the period of this Agreement.
- (3) This Agreement cancels and replaces the Royal Flying Doctor Service of Australia, RFDS Western Operations, Medical Practitioner's Industrial Agreement 2013 (AG2013/12135).

4.-TERM OF AGREEMENT

- (1) This Agreement shall operate as from date of registration and shall remain in force until 30 September 2019.
- (2) Negotiations for a new Agreement shall commence by April 2019 and the parties are committed to expeditiously progressing negotiations to finalise the new Agreement prior to the expiration of this Agreement.
- (3) If a new Agreement is not registered by 30 September 2019, this Agreement shall continue in force until a new Agreement is made.

5.-DEFINITIONS

"Association" means the Australian Medical Association (Western Australia) Incorporated.

"Continuous Service" means each 12 month period of service (inclusive of authorised leave) completed with the RFDS. Whilst authorised leave without pay shall not constitute a break in continuous service, it shall not count as service for the purpose of accruing leave or other entitlements.

"CPI" means the Consumer Price Index All Groups Perth (as published by the Australian Bureau of Statistics) Catalogue No 6401 for the end of each financial year.

"Employer" means the Royal Flying Doctor Service of Australia, (Western Operations).

"General Medical Practitioner (non vocationally registered)" means a registered Medical Practitioner, other than a Medical Practitioner or specialist, engaged in the provision of primary, continuing whole patient care to individuals, families and their community.

"FWC" means Fair Work Commission

"Hospital" means a public hospital constituted under the Health Services Act 2016 or its successor.

"Medical Advisory Committee" means the Committee established by the Employer to advise on all clinical matters affecting patient care and on any other matters referred to it for advice.

"Medical Practitioner" means a registered Medical Practitioner as defined under the Medical Practitioners Act 2008 as amended from time to time.

"Non-clinical duties" means duties not directly associated with the diagnosis, retrieval / accompaniment or management of a particular patient. They may include administration, attendance at departmental meetings, audit or other quality assurance activities.

"Notional Salary" means the composite rate prescribed in aggregate base salary Schedule A - Salaries – Full time Medical Practitioner or Schedule B – Salaries – Modified (0.8) full time Medical Practitioners Salary as appropriate and where applicable the allowances prescribed under:

- (a) clause 8(4) Senior Medical Officer; and
- (b) clause 11(3) (a) and (b) Flexible Hours Allowance.
- (c) clause 17(3) (a) PDEA

"Private patient" means a patient of a public hospital who elects to accept responsibility to pay for medical care and the provision of hospital services. Patients who are covered under Workers Compensation or the Motor Vehicle Insurance Trust legislation or policies are deemed to be private patients for the purposes of this Agreement.

"Relieving Medical Officer" means a Medical Practitioner employed to provide relief for other Medical Practitioners employed by the service throughout Western Australia.

"Royal Flying Doctor Service or RFDS" means the Royal Flying Doctor Service of Australia (Western Operations) or its successor/s.

"RWGP" means the Rural Woman's General Practitioner Program.

"Senior Medical Officer" means the Medical Practitioner who is appointed as such at each RFDS base.

"Specialist" means a Medical Practitioner who holds the appropriate higher qualification or a University or College, recognised by the Australian Medical Council (AMC).

"Vocationally Registered General Practitioner" means a Medical Practitioner who has been granted Vocationally Registered status under the Health Insurance Act (Cth) or is assessed by the employer as having equivalent qualifications, skills or experience.

6.-APPOINTMENT OF MEDICAL PRACTITIONERS

(1) Other than in respect to Medical Practitioners employed pursuant to Clause 10 as Relieving and/or Special Purpose Medical Practitioners, and the provisions of this Clause, Medical Practitioners shall be employed as a full time or modified full time Medical Practitioner on a permanent basis.

(2) The contract of service may be terminated by either the Employer or the Medical Practitioner giving not less than 3 month's notice in writing or by the payment or forfeiture as the case may be of 3 months Notional Salary. A lesser period of notice may be agreed between the Medical Practitioner and the Employer.

Provided that the Employer must not terminate the employment unless there is a valid reason, or valid reasons, connected with the Medical Practitioner's capacity or conduct or based on the operational requirements of the Employer.

(3) A Medical Practitioner shall be appointed subject to a probationary period of six months. During the probationary period either party may terminate the employment contract by giving 4 weeks' notice or by the payment or forfeiture of 4 weeks' Notional Salary or such lesser period as is agreed between the Medical Practitioner and the Employer.

(4) All appointments of Medical Practitioners shall be subject to credentialing by the Medical Director.

- (5) A Medical Practitioner shall be appointed to work in accordance with his/her duty statement and the Employer's policies/procedures. The duty statement shall state the relevant duties and responsibilities of the position including clinical, teaching, research and non-clinical duties. The employer shall ensure that the Medical Practitioner has sufficient time to undertake non clinical duties which in aggregate shall not be less than 20% of a Medical Practitioner's duties. "Non-clinical duties" means duties not directly associated with the diagnosis, retrieval / accompaniment or management of a particular patient. They may include administration, attendance at departmental meetings, audit or other quality assurance activities."
- (6) Notwithstanding the provisions of sub-clauses (1) and (2), the employer may at any time, without prior notice, dismiss the Medical Practitioner for refusal or neglect to obey lawful orders or for serious misconduct.

7.-REGISTRATION & CREDENTIALING

- (1) Medical Practitioners are required to be registered with the Medical Board of Australia at all times when employed by and practising with RFDS.
- (2) Medical Practitioners are individually responsible for ensuring they renew their registration on an annual basis and for providing documentary evidence of current registration to the Employer.
- (3) The Medical Practitioner must notify the Employer if at any time their registration lapses or they become subject to any disciplinary action by the Medical Board of Australia
- (4) In the event that an individual Medical Practitioner's registration lapses, or is suspended, the Medical Practitioner will be required to take any accrued entitlements to annual leave or long service leave, followed by unpaid leave, until such time as they become re-registered or their employment ceases.
- (5) Medical Practitioner appointments are subject to ongoing clinical credentialing by the Employer. Medical Practitioners are required to participate in continuing medical educational activities, relevant to their practice or College requirements, and to provide evidence of their ongoing professional development activities to the Employer on request.

8.-SALARIES AND SALARY RANGES

- (1) Full time Medical Practitioners shall be paid in accordance with Schedule A. Modified (0.8) Full Time Medical Practitioners shall be paid the aggregate base salary prescribed in accordance with Schedule B.
- (2) A Medical Practitioner will be designated to a classification level from 14 to 25 as follows:

Levels

- (a) General Medical Practitioner or Medical Practitioner (non vocationally inclusive registered) less than 5 years post graduate experience 14-16
- (b) General Medical Practitioner or Medical Practitioner (non vocationally inclusive registered) more than 5 years post graduate experience 17-19
- (c) Vocationally Registered General Medical Practitioner Inclusive 17-22

(d) Specialist
inclusive

20-25

After 12 months at level 25 a specialist appointed as a senior medical officer shall be paid an allowance at the level prescribed in subclause (4) hereunder.

Provided that all Medical Practitioners are placed within the relevant range, according to years of relevant experience.

Provided that where a Medical Practitioner has reached the maximum level applicable above the employer may subject to the skills and experience of the Medical Practitioner advance the Medical Practitioner further up the scale or provide additional benefits as agreed between the Medical Practitioner and the employer.

- (3) Subject to good conduct, satisfactory annual performance appraisal, diligence and efficiency the Medical Practitioner shall proceed from the point of entry in a salary range to the maximum of the salary range by annual increments according to the increments of such salary range.
- (4) A Medical Practitioner who is required to perform administrative duties as a Senior Medical Officer of a Base shall be paid a Senior Medical Officer allowance of either the higher of the following amounts based on 1.5% increase per year OR CPI, \$11,853 per annum effective 1 October 2016, \$12,031 per annum, effective 1 October 2017 and \$12,211 per annum effective 1 October 2018. This allowance shall increase by the percentage increase of salaries effective from the same operative date.
- (5) The Medical Practitioner shall be paid on a fortnightly basis.
- (6) The salary rates shall increase as specified in Schedules A, B or C, as appropriate.
- (7) Deferred Salary Scheme for 12 Months

- (1) Medical Practitioners will have access to the 4/5 pay options whereby they work for four years at 80% pay and then take one year off at 80% pay in accordance with the following:
 - (a) By written agreement between the Employer and Medical Practitioner, a Medical Practitioner may be paid 80% of their normal pay under this Agreement and or any replacement agreement over a 5 year period. The fifth year will then be taken as leave with pay, and be paid at 80% of their normal entitlements at the time. The fifth year will be treated as continuous service. The leave may not be accrued unless the Employer agrees.
 - (b) In deciding whether to support a particular request for this arrangement, the Employer will take into account factors such as operational requirements. To satisfy operational requirements, the number of Medical Practitioners allowed to work under this arrangement may be restricted at any one time and/or the timing of the arrangements may need to be staggered.
 - (c) A Practitioner may withdraw from this arrangement in writing. They would then receive a lump sum equal to the accrued credit, paid at a time agreed between the Employer and Practitioner but not more than 3 months from the time of the Practitioner's withdrawal from the arrangement.
 - (d) Any paid leave taken during the first four years of the arrangements will be paid at 80% of the Medical Practitioner's Notional Salary.

- (e) It is the responsibility of the Medical Practitioner to investigate and/or address the impact of any of the arrangements under this subclause on their superannuation or taxation.
- (f) Notwithstanding the above clauses, a variation of the term of the deferred salary scheme may be negotiated between the Employer and the Medical Practitioner.

9.-PRIVATE PRACTICE -FULL TIME

- (1) A Medical Practitioner employed by a service on a full time or modified full time basis shall give to the employer written authority to render accounts in the Medical Practitioner's name for services to private patients attended in the course of duty after the Medical Practitioner has assessed the fee for this service. All such income shall be retained by the service. The aggregate base salary rates prescribed in this Agreement takes into account this obligation.
- (2) Medical services provided by a Medical Practitioner in a private capacity to patients not attended in the course of duty prior to and during or following transit or at clinics conducted by the service to patients in remote locations shall be considered to be the private affair of the Medical Practitioner. Such private practice shall include services the Medical Practitioner renders outside of duty to private patients as part of the Medical Practitioner maintaining professional standards to meet the requirements for maintaining vocational registration etc and patients seen for and on behalf of the State Government in State Government Non Teaching Hospitals. Such private practice income is the private income of the Medical Practitioner.

Provided that the exercise of private practice by a Medical Practitioner shall not in any way conflict with the Medical Practitioner's duties with the service and is approved by the employer.

10.-RELIEVING AND SPECIAL PURPOSE MEDICAL PRACTITIONERS

- (1) Relieving Medical Practitioners employed on a permanent basis shall be paid commensurate with their employment as either a full time or modified (0.8) full time relieving Medical Practitioner in accordance with Schedule A or B respectively.
- (2)
 - (a) Relieving Medical Practitioners employed on a casual basis (for minimum periods four hours and up to four weeks) shall in addition to the rates prescribed by Clause 8 receive an additional loading of 25% of the Practitioners Notional Salary in lieu of all leave entitlements on the hours for which they are employed.
 - (b) For the purpose of this clause, 'Notional salary', includes the following
 - (i) Aggregate Base Annual Salary as prescribed by Schedule A
 - (ii) Professional Development Expense Allowance as prescribed by Clause 17(3) and
 - (iii) if applicable On Call/Flexible Hours Allowance as prescribed by Clause 11 subclauses (3) (a) (i) and (ii)
- (3) Special purpose Medical Practitioners include Medical Practitioners employed to undertake duties associated with the Rural Women's GP Program (RWGP).

- (a) Such Medical Practitioners shall be employed on fixed term contracts for a specified number of hours, rostered for a minimum period of 3.75 hours per session and paid pro rata in accordance with the relevant hourly and sessional rates prescribed in Schedule D attached as prescribed by subclause (2) (b) (i), (ii), (iii) and if applicable (iv).
 - (b) If during such contract period the number of hours worked exceeds those contracted for the Medical Practitioner shall be paid for such additional hours at ordinary rates up to 37.5 hours per week and at time and a half thereafter.
 - (c) Such Medical Practitioners shall be entitled to pro rata Long Service Leave, provided for under Clause 14- Long Service Leave entitlements in the same ratio as the number of sessions allocated bears to 10. If during any qualifying period the number of sessions allocated to a sessional practitioner varies, the number shall be averaged over the qualifying period.
 - (d) Such Medical Practitioners shall be entitled to Study Leave, provided for under Clause 17(1) – Study Leave on a pro-rata basis according to the number of sessions for which they are employed.
 - (e) Provided that such Medical Practitioners may elect to forego all leave benefits and instead be paid a loading of 25% of annual salary.
- (4) Provided that in lieu of this clause where the employer and Medical Practitioner agree other arrangements may be agreed in lieu of the remuneration and conditions prescribed by this agreement.
 - (5) Where a Medical Practitioner travels to or from a remote base or a town on a non-working day, they shall be entitled to a day off in lieu to be taken at a mutually convenient time or it may be added to a Medical Practitioner's annual leave entitlement or in the case of a casual Medical Practitioner shall be paid as a working day.

11.–FLEXIBLE HOURS AND ON CALL / CALL BACK

- (1) (a) Hours of work for full time Medical Practitioners are to be consistent with professional practice and determined by consultation between the Medical Practitioner and the employer.
- (b) Solely for administrative purposes, when calculating entitlements to leave and other benefits which are expressed in days and weeks in this Agreement, a full time Medical Practitioner's ordinary hours of work (exclusive of on call) will nominally be 37.5 per week which may be rostered over less than 5 days per week.
- (c) Subject to subclause (2) Medical Practitioners ordinary hours of work shall:
 - (i) Be rostered over a four week roster cycle, most suitable to the particular work location, after consultation with, and giving reasonable consideration to the wishes of the practitioners concerned, and
 - (ii) Be rostered more than 7.5 ordinary hours per day over a maximum of 5 days per week with a limit of 20 rostered periods of duty per four week roster cycle.

- (d)
 - (i) Where a Medical Practitioner is required to work beyond 220 hours of combined ordinary hours and On Call hours per four week roster cycle the practitioner concerned shall accrue time off in lieu (TOIL) proportionate to the additional time worked.
 - (ii) Where such work, including travel time to return to their normal location, continues into a day they are rostered off duty they shall be provided with a day in lieu to be taken at a time mutually agreeable to both the employee and Employer. Such time off in lieu may be added to annual leave.
 - (iii) Where a Medical Practitioner is not rostered on call and voluntarily returns to work an additional shift on a day they were not rostered as part of their normal hours of work, the Medical Practitioner shall be paid for that shift as an additional shift or shall accrue time off in lieu (TOIL) proportionate to the additional time worked, and to be taken at a time mutually agreeable to both the Medical Practitioner and Employer.
- (e)
 - (i) By mutual agreement between the Employer and the Medical Practitioner TOIL shall be taken within six months of them accruing. TOIL not taken within six months shall be added to the practitioner's leave entitlements and if not taken, shall, if the practitioner so elects, be paid out.
 - (ii) Where the employer requires the practitioner to work rather than take or accrue TOIL, the practitioner shall be paid time and a half in lieu for all such hours worked.
- (f) Where TOIL is accrued in excess of 6 completed shifts per annum, the employer in consultation with the affected Medical Practitioners shall review staffing levels and implement agreed initiatives to keep TOIL to a manageable level.
- (g) Where, as at the date of termination of service, a practitioner has accumulated TOIL in accordance with this clause, and been unable to access same, such practitioner will be paid for the time so accrued.
- (2)
 - (a) A Medical Practitioner shall not, unless for the convenience of the service and with their agreement, be rostered for duty (excluding on call) outside of the hours of 7.00am and 6.00pm Monday to Friday.
 - (b) Where a Medical Practitioner is rostered to work in excess of a combined total of ordinary hours and on call 24 hours in a single period, the following day shall be free of all duty without affecting the Medical Practitioners other entitlements. Rosters shall otherwise provide for at least a 10 hour break between periods of duty (including on call).
 - (c) The Employer shall not require the Medical Practitioner to work in a fatigued state which risks staff or patient safety.
 - (d) Notwithstanding the above, a Medical Practitioner who deems themselves unable to safely execute their clinical duties, due to fatigue arising from work, may request a fatigue break, for a period of time of up to 10 hours duration, as agreed with the employer.
 - (e) The Medical Practitioner will notify the Medical Director or delegate, that they require a fatigue break and confirm the time at which they will be available to return to duty.

- (f) (i) Rosters shall provide for at least a 10 hour break between periods of duty. Wherever practical, the Employer will endeavour to provide separate coverage for day and night duties.
- (ii) If a Medical Practitioner is required to resume duty (including on call) before having had 10 hours free from all duty, the subsequent hours of duty shall attract an additional payment without affecting other entitlements under this Agreement, equivalent to the Medical Practitioners nominal hourly rate until the Medical Practitioner is released from duty for 10 consecutive hours.
- (g) Provided that Medical Practitioners shall not, during a roster cycle, be required to be on call more frequently than one day in three.
- (h) Practitioners shall not be rostered on call on the same day as they are rostered for clinics.
- (i) Medical Practitioners based in Jandakot Airport, will be required to attend the airport for the commencement of clinical co-ordination, first day and first night shifts only of a roster cycle.
- (j) Medical Practitioners employed at Country bases shall be rostered as flexibly as possible and will not be required to attend the workplace at the commencement of a duty period within a roster cycle when not required for emergency services but will be required to take calls and attend the base or hospital on demand.

Flexible Hours Allowance

- (3) (a) Notwithstanding the above a full time Medical Practitioner or modified full time Medical Practitioner who is regularly required to participate in an on call roster shall receive an allowance of 27.5% of the aggregate base salary as prescribed by Schedule A.
- (b) (i) A relieving Medical Practitioner who is employed on a permanent basis and regularly required to participate in an on-call roster shall receive an allowance calculated at the same percentage of that Medical Practitioner's annual salary prescribed in Schedule A of this agreement or the salary if employed on a short term basis that would apply to the Medical Practitioner had the Medical Practitioner been employed on an annual basis and subject to subclause (a) above.
- (c) (i) A Medical Practitioner who is not in receipt of the allowance prescribed in sub-clause (a) or (b) above shall, where rostered on call or call back, be paid in accordance with the following:
- (ii) A Medical Practitioner rostered on call shall be paid an hourly allowance for each hour so rostered either the higher of the following amounts based on 1.5% increase per year OR CPI:

1 October 2016	\$21.72
1 October 2017	\$22.05
1 October 2016	\$22.38

and shall thereafter be adjusted in accordance with the percentage increase in salary rates.

- (d) Call Back
- (a) A Medical Practitioner recalled to work who was not in receipt of the Flexible Hours Allowance prescribed in subclause 3(a) (i) or (ii) above or who is not rostered on call at the time but voluntarily returns shall be paid a minimum of three hours for a call back as follows:
- (i) for work on any day between 6.00am and midnight at the rate of 150%,
- (ii) for work on Sunday between 6.00am and midnight at the rate of 175%
- (iii) for work on any day between midnight and 6.00am at the rate of 200%
- (b) The Medical Practitioner shall not be obliged to work for three hours if the work for which they are recalled is completed in less time, provided that if the Medical Practitioner is call out and recommences work within three hours of starting work on a previous recall the Medical Practitioner shall not be entitled to a further minimum three hour payment.
- (c) If the call back period exceeds three hours, the Medical Practitioner shall be paid at the rate of 200% for each additional hour.
- (d) If a Medical Practitioner is recalled to work, payment for the call back shall commence from:
- (i) In the case of a Medical Practitioner who is on call, from the time the Medical Practitioner starts work;
- (ii) In the case of a Medical Practitioner who is not on call, the time the Medical Practitioner embarks on the journey to attend the call. Provided that if a Medical Practitioner is recalled within two hours prior to commencing normal duty, any time spent in travelling to work shall not be included with actual duty performed for the purpose of determining payment under this sub-clause.
- Subject to the minimum three hours payment, payment for the call back shall cease when the work is completed or when the Medical Practitioner commences normal duty, whichever occurs first.
- (e) A Medical Practitioner who is required to use the Medical Practitioner's motor vehicle when recalled to work shall be reimbursed all expenses incurred in accordance with the provisions of Schedule F of the Public Service Award 1992.
- (f) Where the Employer determines that there is a need for a Medical Practitioner to be on call or to provide a consultative service and the means of contact is to be by telephone, the Employer shall where the telephone is not already installed bear the cost of such installation. Where as a usual feature of the work a Medical Practitioner is regularly required to be on call or to provide a consultative service the Employer shall pay the full amount of the telephone rental.
- (g) The parties agree to review the incidence and longevity of on call and call backs and rostering practices within twelve months of commencement of this agreement and may agree in writing to amend those arrangements.

- (4) Where due to temporary staff shortages occasioned by resignation, illness or excessive demands on the services provided by the employer a Medical Practitioner is rostered for duty or on call in excess of that provided for under this clause for a period of five (5) working days or more that Medical Practitioner shall in addition to his/her normal entitlements be paid additional remuneration equivalent to that which would be paid had a relieving Medical Practitioner at the same level been available to meet the temporary staff shortage.
- (5) Notwithstanding the above provisions of this clause, where an employer and the Association agree, other arrangements may be made for compensation of on call and call back.

12.-ANNUAL LEAVE AND PUBLIC HOLIDAYS

- (1) (a) Except as provided in paragraph (b) and (2), Medical Practitioners employed on a full time basis shall be entitled to six weeks' leave (two weeks of which are in lieu of public holidays) on full pay at the completion of 52 weeks' continuous service.
 - (b) In addition to the entitlement referred to in subclause (a), full time Medical Practitioners based outside of the Perth metropolitan region:
 - (i) will be entitled to one day of annual leave (up to a maximum of five in total) for every two months of service.
 - (ii) will be reimbursed one air fare up to the cash equivalent of a full return economy air fare to Perth, for the Medical Practitioner and each member of their family resident with them, after each 12 months of service. Provided that part time employees are entitled to a pro rata cash equivalent.
 - (iii) alternatively, if a full time employee uses their own motor vehicle, upon production of appropriate receipts, an employee will be entitled to a motor vehicle allowance up to the value of the cash equivalent of a return economy air fare to Perth.
 - (c) The entitlements prescribed in sub-paragraphs (b) (i) and (b) (ii) of this subclause can be claimed only once in each year of service.
- (2) Medical Practitioner regularly required to work on call will receive up to an extra five days annual leave during a qualifying period of employment for annual leave in accordance with the following formula.

<u>No of 4 week cycles on call</u>	<u>No of additional days on leave</u>
4	1
6	2
8	3
10	4
12	5

Provided that:

- (a) They are rostered on call:
 - (i) during weekend days or public holidays; or
 - (ii) on days that they are not rostered for other duty; and
- (b) They are rostered on a minimum of two days per 4 week Cycle.

- (3) Medical Practitioners who are rostered on Sundays and/or public holidays during a qualifying period of employment for annual leave shall be entitled to receive additional annual leave as follows –
- (a) If 35 rostered on such days– 5 days
 - (b) If rostered for less than 35 such days the Medical Practitioner shall be entitled to have one additional day's leave for each seven days so rostered, however the maximum additional leave shall not exceed five working days.
- (4) Provided that a Medical Practitioner who is entitled to additional leave in accordance with subclause (2) and (3) above, the maximum combined entitlement shall be 5 additional days leave during a qualifying period of employment. Leave accrued pursuant to subclause (2) and/ or (3) shall accumulate and may be used as annual leave provided that by agreement with the employer it may be cashed out. Accrued leave shall be paid out on termination of the Medical Practitioners contract for any cause.
- (5) A Medical Practitioner may take leave during the period in which it accrues, but the time during which the leave may be taken is subject to the approval of the employer. All leave taken shall be at the rate of salary applicable at the time of taking such leave.
- (6) When the convenience of the employer is served the employer may approve the deferment of the commencing date for taking leave, but such approval shall only remain in force for one year.

The employer may renew the approval-referred to immediately above for a further period of a year but so that a Medical Practitioner does not at any time accumulate more than two years' entitlement.

Where the convenience of the employer is served the employer may approve the deferment of the commencement date for taking leave so that a Medical Practitioner accumulates more than two years' entitlement, subject to any condition which the employer may determine.

When a Medical Practitioner who has received approval to defer the commencement date for taking leave under this subclause next proceeds on leave, the leave first accrued shall be the first leave taken.

- (7) Notwithstanding the provisions of this clause, the employer may direct a Medical Practitioner to take accrued leave and may determine the date on which such leave shall commence.
- (8) Medical Practitioners upon request shall receive their ordinary pay and any allowances due to them for the period of their leave prior to going on such leave.
- (9) (a) If after four weeks' continuous service in any qualifying 52 week period, a Medical Practitioner lawfully terminates service, or employment is terminated by the employer through no fault of the Medical Practitioner, the Medical Practitioner shall be paid one-fifty-second of the entitlement to leave in respect of each completed week of continuous service in that qualifying period.
- (b) A Medical Practitioner who has been permitted to proceed on leave and who ceases duty before completing the required continuous service to accrue such leave must refund the value for the unearned pro rata portion, but no refund is required in the event of the death of a Medical Practitioner.
- (c) In addition to any payment to which a Medical Practitioner may be entitled under this clause, where a Medical Practitioner's employment is terminated after the completion of 52 weeks' continuous service and the Medical

Practitioner has not been allowed the leave prescribed under this Agreement, the Medical Practitioner shall be given payment in lieu of that leave.

- (10) Annual leave loading has been annualised into the base salary.
- (11) (a) Payment in lieu of annual leave shall be made on the death, resignation or retirement of a Medical Practitioner or as otherwise agreed by written agreement between the Medical Practitioner and the employer.
- (b) Paid annual leave must not be cashed out if the cashing out would result in the Practitioners remaining accrued leave entitlement to paid annual leave being less than 4 weeks.

13.-PERSONAL/CARERS LEAVE

- (1) A full time Medical Practitioner shall accrue 75 hours paid leave per annum to attend to:
 - (a) **sick leave** – a personal illness, or injury, of the Medical Practitioner; or
 - (b) **carer's leave** – the care or support of a member of the Medical Practitioner's immediate family, or a member of their household, who requires care or support because of:
 - (i) a personal illness, or injury, of the member; or
 - (ii) an unexpected emergency affecting the member.
- (2) The entitlement shall accrue progressively during a year of service according to the Medical Practitioner's ordinary hours of service.
- (3) A Medical Practitioner in their first 12 months of service may take up to the maximum entitlement of sick leave for that year in advance of the entitlement having accrued. Sick leave taken in advance may be offset against any future accrual or against monies otherwise payable to the Medical Practitioner at the end of their employment.
- (4) Unused portions of personal leave entitlement shall accumulate from year to year and may be taken in any subsequent year.
- (5) Where an application for payment exceeds the Medical Practitioner's accrued entitlement, the excess may be offset against any future accrual or against monies otherwise payable to the Medical Practitioner at the point of separation.
- (6) A Medical Practitioner shall advise the Employer as soon as reasonably practicable and if possible prior to the commencement of the shift of the inability to attend work. If necessary they shall provide the employer evidence that would satisfy a reasonable person that the leave is taken due to illness or personal injury, the nature of the illness or injury and the estimated duration of absence.
- (7) A Medical Practitioner is allowed a maximum of five days absence without a certificate from a registered health Medical Practitioner in any one accruing year provided that:
 - (a) a certificate must be provided for any absence of more than two consecutive days.
 - (b) if it is not reasonably practicable to provide a certificate a Medical Practitioner may provide a statutory declaration, subject to the Employer being satisfied that the circumstances preventing a medical certificate being obtained were "not reasonably practicable".
- (8) A Medical Practitioner who suffers personal ill health or injury whilst on annual leave shall be paid sick leave in lieu of annual leave subject to the employee providing the

employer notice and evidence that would satisfy a reasonable person that the leave is taken due to illness or personal injury.

- (9) A Medical Practitioner who suffers ill health or injury whilst on long service leave and produces at the time or as soon as practicable thereafter, medical evidence to the satisfaction of the Employer that the Medical Practitioner is or was confined to the Medical Practitioner's place of residence or hospital for a period of at least fourteen consecutive calendar days, the Employer may grant sick leave for the period during which the Medical Practitioner was so confined and reinstate the Medical Practitioner long service leave equivalent to the period of confinement.
- (10) Where a Medical Practitioner receives payment under this Clause and subsequently receives payments in respect of the same period under the *Workers Compensation and Injury Management Act 1981*, the Medical Practitioner shall reimburse to the Employer the payments made under this Clause and the Employer shall reinstate the Medical Practitioner's sick leave or other entitlements accordingly.
- (11) (a) Medical Practitioners (including casual Medical Practitioners) are also entitled to up to two (2) days unpaid Carer's Leave for each occasion a member of the Medical Practitioner's immediate family or household requires care or support because of the illness, injury or unexpected emergency of the member.
 - (b) Medical Practitioners entitled to a period of unpaid Carer's Leave are entitled, for any particular occasion, to take the leave as:
 - (i) a single, unbroken period of up to two (2) days; or
 - (ii) any separate periods to which the Medical Practitioner and the Employer agree.

14.-LONG SERVICE LEAVE

- (1) (a) This clause shall be read in conjunction with the Long Service Leave Act 1958 (WA) as amended from time to time.
 - (b) Provided that Medical Practitioners shall be entitled to thirteen weeks Long Service Leave at their ordinary rate of pay inclusive of regular allowances on the completion of 7 years of continuous of service.
- (2) (a) Given the nature of medical training, Medical Practitioners may break their employment to undertake a period of study or employment interstate or overseas to further their professional skills. If a Medical Practitioner obtains a new appointment following such an approved period of study or employment of up to 24 months duration, and if payment pursuant to Clause 17 has not been made, the break in employment will not count as service but will not constitute a break in continuous service for the purposes of this clause.
 - (b) Medical Practitioners may break their employment for what would otherwise be parental leave. If a Medical Practitioner obtains a new appointment immediately following an absence of up to 24 months for what would otherwise be parental leave purposes, and if payment pursuant to Clause 17 subclause (13) has not been made, the break in employment will not count as service but will not constitute a break in continuous service for the purposes of this clause.

15.-COMPASSIONATE LEAVE

- (1) A Medical Practitioner is entitled to up to two (2) days of paid Compassionate Leave:
 - (a) for the purpose of spending time with a person who:
 - (i) is a family member; and

- (ii) has a personal illness, or injury, that poses a serious threat to their life; or
 - (b) on the death of a family member or any other person who immediately before that person's death lived with the Medical Practitioner as a family member.
- (2) For the purposes of this Clause, 'family member' means a member of the Medical Practitioner's immediate family or a member of the Medical Practitioner's household as defined in the *Fair Work Act 2009* as amended from time to time.
- (3) Medical Practitioners entitled to a period of Compassionate Leave are entitled, for any particular occasion, to take the leave as:
 - (a) a single, unbroken period of up to two (2) days; or
 - (b) two (2) separate periods of one (1) day each; or
 - (c) any separate periods to which the Medical Practitioner and the Employer agree.
- (4) Medical Practitioners are entitled to Compassionate Leave without loss of ordinary time earnings
- (5) Payment for such leave shall be subject to the Medical Practitioner providing evidence of the illness, injury or death.
- (6) The Employer shall make every endeavour to grant a Medical Practitioner's request for paid accrued leave and unpaid leave of absence resulting from the Medical Practitioner's need to take additional time off in conjunction with Compassionate Leave.
- (7) Compassionate leave is not to be taken where the Medical Practitioner is absent on another form of leave or would not otherwise have been on duty unless the absence has been taken to enable the Medical Practitioner to be with a seriously ill or dying relative.

16.-PARENTAL LEAVE

- (1) Except as hereinafter provided, Medical Practitioners shall be entitled to parental leave in accordance with the provisions of the *Fair Work Act 2009*. A summary of the entitlement is provided below.

Interpretation

- (2) In this Clause:
 - (b) '**adoption**', in relation to a child, is a reference to a child who:
 - (i) is not the natural child or the step-child of the Medical Practitioner or the Medical Practitioner's spouse;
 - (ii) is less than 16 years of age; and
 - (iii) has not lived continuously with the Medical Practitioner for 6 months or longer;
 - (c) '**continuous service**' means service under an unbroken contract of employment and includes:
 - (i) any period of parental leave; and
 - (ii) any period of authorised leave or absence.
 - (d) '**expected date of birth**' means the day certified by a medical practitioner to be the day on which the medical practitioner expects the Medical Practitioner or the

Medical Practitioner's spouse, as the case may be, to give birth to a child;

- (e) 'parental leave' means leave provided for by subclause (13) of this clause;
- (f) 'spouse' includes a de facto spouse.

Entitlement to parental leave

- (3) (a) Subject to this subclause and to subclauses (4) and (5) hereof, a Medical Practitioner is entitled to take up to 12 consecutive months of unpaid leave in respect of:
 - (i) the birth of a child to the Medical Practitioner or the Medical Practitioner's spouse; or
 - (ii) the placement of a child with the Medical Practitioner with a view to the adoption of the child by the Medical Practitioner.
- (b) A Medical Practitioner is not entitled to take parental leave unless he or she:
 - (i) has, before the expected date of birth or placement, completed at least 12 months' continuous service with the Employer; and
 - (ii) has given the Employer at least 10 weeks' written notice of his or her intention to take the leave;
 - (iii) has notified the Employer of the dates on which he or she wishes to start and finish the leave.
- (c) A Medical Practitioner shall not be in breach of this Clause as a consequence of failure to give the required notice if such failure is occasioned by the confinement or adoption placement occurring earlier than the expected date.
- (d) A Medical Practitioner is not entitled to take parental leave at the same time as the Medical Practitioner's spouse, except to the extent of concurrent leave of up to three weeks authorised under the *Fair Work Act 2009*.
- (e) The entitlement to parental leave is reduced by any period of parental leave taken by the Medical Practitioner's spouse in relation to the same child.

Certification

- (4) (a) A Medical Practitioner who has given notice of his or her intention to take parental leave, other than for adoption, is to provide to the Employer a certificate from a medical practitioner stating that the Medical Practitioner or the Medical Practitioner's spouse, as the case may be, is pregnant and the expected date of birth.
- (b) A Medical Practitioner who has given notice of his or her intention to take parental leave for adoption, is to provide to the Employer:
 - (i) a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the Medical Practitioner for adoption purposes; or
 - (ii) a statement from the appropriate government authority confirming that the Medical Practitioner is to have custody of the child pending an application for an adoption order.

Notice of spouse's parental leave

- (5) (a) A Medical Practitioner who has given notice of his or her intention to take parental leave or who is actually taking parental leave is to notify the Employer of particulars of any period of parental leave taken or to be taken by the Medical Practitioner's spouse in relation to the same child.
- (b) Any notice given is to be supported by a statutory declaration by the Medical Practitioner as to the particulars notified.

Transfer to a safe job

- (6) (a) Where in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Medical Practitioner make it inadvisable for the Medical Practitioner to continue at her present work, the Medical Practitioner shall, if the Employer deems it practicable, be transferred to a safe job with no other change to the Medical Practitioner's terms and conditions of employment, and the Medical Practitioner shall be paid for the safe job at the Medical Practitioner's full rate of pay (for the position she was in before the transfer) for the hours that she works in the risk period.
- (b) If the transfer to a safe job is not practicable, the Employer shall pay the Medical Practitioner at the Medical Practitioner's base rate of pay for the Medical Practitioner's ordinary hours of work during the risk period, but the Employer may require further medical certificates to be provided in accordance with the provisions of the *Fair Work Act 2009*.

Maternity leave to start 6 weeks before birth

- (7) A female Medical Practitioner who has given notice of her intention to take parental leave, other than for an adoption, is to start the leave 6 weeks before the expected date of birth unless in respect of any period closer to the expected date of birth a medical practitioner has certified that the Medical Practitioner is fit to work.

Right to Request Variation of Period of Parental Leave

- (8) (a) Provided the aggregate of any leave does not exceed the period to which the Medical Practitioner is entitled under subclause (3) hereof:
 - (i) the period of parental leave may be lengthened once only by the Medical Practitioner giving the Employer written notice of the proposed extension at least 4 weeks before the end date of the original leave period.;
 - (ii) the period may be further lengthened only by agreement between the Medical Practitioner and the Employer.
- (b) The period of parental leave may, with the consent of the Employer, be shortened by the Medical Practitioner giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.
- (c) Notwithstanding provisions in subclause (3), a Medical Practitioner may seek an extension of parental leave from 12 months to 24 months, provided that the total leave of an employee couple shall not exceed 24 months. Such a request shall be in writing and may not be unreasonably refused.
- (d) Notwithstanding the provisions in subclause (3), a Medical Practitioner may request to take concurrent leave simultaneous with his or her spouse for a maximum of 8 weeks. Such a request may not be unreasonably refused.

Cancellation of Parental Leave

- (9) (a) Parental leave, other than adoption leave, applied for but not commenced, shall be cancelled when the pregnancy of the Medical Practitioner or the Medical Practitioner's spouse terminates other than by the birth of a living child.
- (e) Where the pregnancy of a Medical Practitioner on maternity leave terminates other than by the birth of a living child, or the placement of child for adoption with a Medical Practitioner does not proceed or continue, it shall be the right of the Medical Practitioner to resume work at a time nominated by the Employer which shall not exceed four weeks from the date of notice in writing by the Medical Practitioner to the Employer that she desires to resume work.

Special Maternity Leave and Sick Leave

- (10) (a) Where the pregnancy of a Medical Practitioner not then on parental leave terminates after 28 weeks other than by the birth of a living child then:
 - (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, or
 - (ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.
- (b) Where a Medical Practitioner not then on parental leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and parental leave shall not exceed the period to which the Medical Practitioner is entitled under subclause (3) hereof.
- (c) For the purposes of subclauses (12), (14) and (15), parental leave shall include special maternity leave.
- (d) A Medical Practitioner returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of a Medical Practitioner who was transferred to a safe job pursuant to subclause (6) to the position she held immediately before such transfer.
- (e) Where such position no longer exists but there are other positions available, for which the Medical Practitioner is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

Special Parental Leave for Adoption Purposes

- (11) A Medical Practitioner seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Medical Practitioner and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Medical Practitioner is entitled to take up to two days unpaid leave. Where paid leave is available to the Medical Practitioner, the Employer may require the Medical Practitioner to take such leave instead.

Parental Leave and Other Leave Entitlements

- (12) Provided the aggregate of any leave does not exceed the period to which the Medical Practitioner is entitled under subclause (3) hereof:
- (a) a Medical Practitioner may, in lieu of or in conjunction with parental leave, take any annual leave, long service leave or any part thereof or accrued time off to which he or she is then entitled.
 - (b) Paid sick leave or other paid authorised absences (excluding annual leave, long service leave or accrued time off), shall not be available to a Medical Practitioner during his or her absence on parental leave.

Paid Parental Leave

- (13) A Medical Practitioner shall be entitled to paid parental leave in accordance with this clause subject to:
- (a) Meeting the requirements for parental leave as specified in subclause (3) of this clause.
 - (b) Other than the leave referred to in subclause (13) (d) (ii), the period of paid parental leave shall coincide with a period of parental leave.
 - (c) The aggregate of any leave (including leave taken pursuant to subclauses (6), (10) and (12) does not exceed the period to which the Medical Practitioner is entitled under subclause (3) hereof.
 - (d) The entitlement to paid parental leave shall be:
 - (i) 14 weeks paid parental leave for the primary carer, which may be taken at half pay over 28 weeks; or
 - (ii) 1 week's paid leave in the case of leave taken by the spouse as concurrent leave.
 - (e) The rate of pay for parental leave shall be based on the Medical Practitioner's ordinary rate of pay.
 - (f) The period of paid parental leave is reduced by any period of paid parental leave taken by the Medical Practitioner's spouse in relation to the same child, except the period of one week's leave referred to in subclause (13) (d) (ii) hereof.
 - (g) Paid parental leave must be taken at the time of the birth or placement of the child; or consecutive with any period of paid parental leave taken by the Medical Practitioner's spouse.

Return to work after parental leave

- (14) (a) A Medical Practitioner shall confirm his or her intention of returning to work by notice in writing to the Employer given not less than four weeks prior to the expiration of the period of parental leave.
- (b) On finishing parental leave, a Medical Practitioner is entitled to the position he or she held immediately before starting parental leave.
- (c) If the position referred to in subclause (14) (b) is not available, the Medical Practitioner is entitled to an available position:
- (i) for which the Medical Practitioner is qualified; and

- (ii) that the Medical Practitioner is capable of performing, most comparable in status and pay to that of his or her former position.
- (d) Where, immediately before starting parental leave, a Medical Practitioner was acting in, or performing on a temporary basis the duties of, the position referred to in subclause (14)(b), that subsection applies only in respect of the position held by the Medical Practitioner immediately before taking the acting or temporary position.
- (e) Notwithstanding the provisions of this clause, a Medical Practitioner may request to return to work on a part time basis (or reduced part time basis in the case of an existing part time Medical Practitioner) until the child reaches school age. Such a request may not be unreasonably refused.

Effect of parental leave on employment

- (15) Absence on parental leave:
 - (a) does not break the continuity of service of a Medical Practitioner; and
 - (b) is not to be taken into account when calculating the period of service for a purpose of this Agreement or a relevant contract of employment.

Termination of Employment

- (16) (a) A Medical Practitioner on parental leave may terminate his or her employment at any time during the period of leave by notice given in accordance with this Agreement.
- (b) The Employer shall not terminate the employment of a Medical Practitioner on the grounds of pregnancy or absence on parental leave, but otherwise the rights of the Employer in relation to termination of employment are not hereby affected.

Replacements

- (17) (a) A replacement is a person specifically engaged as a result of a Medical Practitioner proceeding on parental leave.
- (b) The Employer shall, before engaging a replacement under this subclause, inform that person of the temporary nature of the employment and of the rights of the Medical Practitioner who is being replaced.
- (c) The Employer shall, before engaging a person to replace a Medical Practitioner temporarily promoted or transferred in order to replace a Medical Practitioner exercising his or her rights under this clause, inform that person of the temporary nature of the promotion or transfer and of the rights of the Medical Practitioner who is being replaced.
- (d) Provided that nothing in this subclause shall be construed as requiring the Employer to engage a replacement.

Casual Employment

- (18) A Medical Practitioner may elect to cease parental and adoption leave, subject to any mandatory period of absence, in order to return to employment with RFDS as a casual Medical Practitioner for the duration of the period of absence that would otherwise have applied.

17.-CONFERENCE/STUDY/PROFESSIONAL DEVELOPMENT TIME

(1) Conference Attendances

- (a) Two weeks (10 working days) exclusive of courses required by the employer, on full pay, shall be allowed to each Medical Practitioner shall be allowed to enable Medical Practitioners to attend conferences during each year of continuous service, where it is agreed that a conference or course of study is relevant or beneficial to the service or necessary for the Medical Practitioner to maintain their vocational or specialist registration or other medical qualification.
- (b) Where in any year of continuous service, the whole or any part of such time is not taken by the Medical Practitioner nor granted by the employer, any time not utilised shall be granted during the following year; provided further that the maximum amount of such time that may be allowed to any Medical Practitioner shall not exceed four (4) weeks in any year of continuous service.

(2) Study Support

- (a) A Medical Practitioner shall be entitled to 5 weeks paid Sabbatical Leave after each 5 years continuous service, which may, subject to application and approval by the employer, be used for the purpose of training, education and study within Australia or overseas.
- (b) Medical Practitioners must give reasonable notice when requesting Sabbatical Leave, which is to be taken at a mutually convenient time and such leave must be used for professional development and reflect the employer's needs. The employer may stipulate certain reasonable outcomes such as reports, information sharing etc which may be required from the Medical Practitioner upon return.
- (c) Reasonable conference, travel and accommodation expenses shall be paid on production of the appropriate receipts where it is agreed that a conference or course of study is appropriate for the practitioner to maintain the practitioners registration status, improve the practitioners medical qualifications or is relevant or beneficial to the service.

- (3) Medical Practitioners shall receive a Professional Development and Expense Allowance payable pro rata monthly from the first pay period commencing on or after the dates specified of either the higher of the following amounts based on 1.5% increase per year OR CPI.

1 October 2016	\$29,951
1 October 2017	\$30,400
1 October 2018	\$30,856

and thereafter be adjusted in accordance with the percentage increase in salaries..

- (4) Medical Practitioners must give reasonable notice when requesting overseas study time, which is to be taken at a mutually convenient time and such leave must be used for professional development and reflect the Employer's needs. The employer may stipulate certain reasonable outcomes such as reports, information sharing etc which may be required from the Medical Practitioner upon return.

18.-SPECIAL LEAVE

Special leave for conferences and other purposes including study leave may be granted at the discretion of the Employer.

19. - JURY SERVICE

The condition applying to jury service are as specified by the Juries Act 1957 and RFDSWA Policy.

20.-COMMUNITY SERVICE

Entitlement to be absent from employment for engaging in eligible community service activity

- (1) An employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if:
 - (a) the period consists of one or more of the following:
 - (i) time when the employee engages in the activity;
 - (ii) reasonable travelling time associated with the activity;
 - (iii) reasonable rest time immediately following the activity; and
 - (b) unless the activity is jury service—the employee's absence is reasonable in all the circumstances.

Notice and evidence requirements

- (2) Notice
 - (a) An employee who wants an absence from his or her employment to be covered by this clause must give his or her employer notice of the absence.
 - (b) The notice:
 - (i) must be given to the employer as soon as reasonably practicable (which may be a time after the absence has started); and
 - (ii) must advise the employer of the period, or expected period, of the absence.
- (3) Evidence

An employee who has given his or her employer notice of an absence under subsection (2) must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an eligible community service activity.
- (4) Compliance

An employee's absence from his or her employment is not covered by this clause unless the employee complies with the provisions of this clause.

21.-HIGHER DUTIES

A Medical Practitioner who is directed by the Employer or a duly authorised senior officer to act in an office which is classified higher than the medical officer and who performs the full duties and accepts the full responsibility of the higher office for more than ten consecutive working days, shall subject to the provisions of this Agreement be paid an allowance equal to the difference between the Medical Practitioner's own salary and the salary the Medical Practitioner would receive if permanently appointed to the office in which the Medical Practitioner is so directed to act.

22.-LOCATION ALLOWANCE

Where having regard for the Medical Practitioner's location and its characteristics, where the employer and the employee agree an additional annual payment may be made to the Medical Practitioners

23.-PERFORMANCE BONUS

- (1) Medical Practitioners when employed outside of the Perth metropolitan area in addition to the entitlements specified in this Agreement shall be paid a performance bonus equivalent to four weeks' salary for each completed year of continuous service, subject to a minimum term of three years' continuous service.
- (2) The payment may be drawn in whole or in part at any time after completion of the qualifying period or will be paid upon retirement or resignation.
- (3) The quantum of the payment is determined on the basis of the substantive salary including allowances, applicable at the time of payment being made. Provided that by agreement between the employer and the Medical Practitioner the bonus may be taken in the form of equivalent leave.

24.-HOUSING, COMMUNICATION AND MOTOR VEHICLE

- (1) In recognition of the nature of the services and conditions of employment Medical Practitioners based outside of the Perth Metropolitan Region shall be provided without additional cost with a fully maintained house of an appropriate standard (three bedrooms and study where practicable unless otherwise agreed) including utility charges (electricity, gas and water), and home telephone. Other than attention to reticulation by the employee, garden maintenance will also be provided by the employer.
- (2) A Medical Practitioner may consent to a lower standard of housing for a temporary period, notwithstanding that at any time they may request that the employer relocate them from the substandard accommodation to an appropriate residence.
- (3) Medical Practitioners should expect to be able to remain in the same accommodation for the duration of their employment. Where a Medical Practitioner is required to change accommodation, due to circumstances outside of the employer's control, the employer will meet all costs of such relocation, including packing and unpacking and a valet service if required, and provide time off duty for the relocation to occur.
- (4) Appropriate security systems shall be provided by the Employer commensurate with the location and nature of the accommodation. These include both adequate physical security (deadlocks, patio bolts and window locks) and an electronic security alarm system.
- (5) The employer will insure the building, fixtures and basic contents. The Medical Practitioner is responsible for personal contents insurance.
- (6) A mobile phone, notebook computer, facsimile machine and other personal productivity and communication equipment, as deemed necessary by the employer from time to time, will be supplied. Telephone expenses, excluding personal STD and ISD call will be met by the employer.
- (7) A family-sized motor vehicle, including the cost of fuel, registration insurance and maintenance, appropriate to a Medical Practitioner, will be provided for their business and private use.

- (8) Provided that when a Medical Practitioner proceeds on a period of leave or temporary transfer of more than 8 weeks (except as provided in sub-clause (3) of Clause 16 during parental leave or in exceptional circumstances) the employer shall not be bound by this provision and alternative arrangements shall be negotiated for the Medical Practitioner concerned.
- (9) Where a Medical Practitioner proceeds on parental leave in excess of eight weeks, the Medical Practitioner may remain in the house subject to the first six months of parental leave rental charges for accommodation for the next six months shall not exceed the comparable rates charged by the Government Employees Housing Authority, and thereafter full rental rates may apply.

25.-RELOCATION EXPENSES

- (1) Where a Medical Practitioner is recruited from within Western Australia he/she shall be entitled to air travel for him/herself and immediate family members and the reasonable cost of freight (including insurance) of personal effects from the point of recruitment to the location of appointment, at the expense of the Employer.
- (2)
 - (a) Where a Medical Practitioner is recruited from interstate or overseas, the costs of air travel and freight on personal effects will be met by the Employer.
 - (b) Provided that the Employer may require these costs be reimbursed where:
 - (i) a Medical Practitioner recruited from interstate does not remain employed with the Employer for at least two years; or
 - (ii) a Medical Practitioner recruited from overseas does not remain employed with the Employer for at least three years.
- (3) The cost of air travel to Perth, Western Australia for the employee and immediate family members will be met by the Employer on cessation of the contract of service. Financial assistance with transportation of personal effects may be provided on a discretionary basis.

26.-SUPERANNUATION

- (1) The employer will make superannuation contributions it is required to make by virtue of the Superannuation Guarantee Charge Act and the Superannuation Guarantee (Administration) Act 1992 of the Commonwealth ("the SGA Act").
- (2) For the purposes of this clause "complying fund or scheme" means -
 - (a) A fund or scheme that is a complying fund or scheme within the meaning of the SGC Act; and
 - (b) Under the governing rules of which, contributions may be made by or in respect of the employee.
- (3)
 - (a) The employer shall make the superannuation contributions referred to in Subclause (1) to a complying superannuation fund or scheme;
 - (b) Medical Practitioners shall be entitled to nominate the complying superannuation fund or scheme to which contributions may be made by or in respect of the Medical Practitioner.
 - (c) The employer shall notify Medical Practitioners of their entitlement to nominate a complying superannuation fund or scheme as soon as practicable;
 - (d) A nomination or notification of the type referred to in paragraphs (b) and (c) of this subclause shall, subject to the requirements of regulations made pursuant

to the Industrial Relations Legislation Amendment and Repeal Act 1995, be given in writing to the employer or the Medical Practitioner to whom such is directed;

- (e) The employer and the Medical Practitioner shall be bound by the nomination of the Medical Practitioner unless the employee and the employer agree to change the complying superannuation fund or scheme to which contributions are to be made;
 - (f) The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by a Medical Practitioner provided that where a Medical Practitioner has not nominated a complying superannuation fund or scheme, the RFDS shall make the required contributions to the RFDS National Superannuation Fund, being a complying fund.
- (4) Where the Medical Practitioner is employed for more than three (3) months and chooses to be a contributing member to the RFDS National Superannuation Fund the employer shall, subject to subclause (1), contribute an amount equivalent to double the Medical Practitioners contribution subject to a maximum aggregate employer contribution including superannuation guarantee obligations equivalent to 10% of the Medical Practitioners earnings. The level of contribution shall be unaffected by the operation of Clause 27 – Salary Sacrifice/Packaging.
 - (5) Where the Medical Practitioner contributes 5% or above a proportion of their salary to a complying superannuation fund, the Employer shall make additional Employer contributions in accordance with Employer's Superannuation policy. The level of contribution shall be unaffected by the operation of clause 27 – Salary Sacrifice/Packaging.
 - (6) For the purpose of calculating superannuation contributions the Medical Practitioner's earnings base shall include the combined base rate prescribed in Schedule A - Salaries – Full time Medical Practitioner or Schedule B – Salaries – Modified (0.8) full time Medical Practitioners Salary as appropriate and where applicable the allowance prescribed under:
 - (a) clause 8 (4) Senior Medical Officer;
 - (b) clause 11 (3) (a) (i) Flexible Hours Allowance; and
 - (c) clause 17 (3) Professional Development and Expenses.
 - (7) The Employer shall continue to contribute to an amount of not less than that prescribed by the *Superannuation Guarantee (Administration) Act 1992 (Cth)* on behalf of a Medical Practitioner in receipt of payments under the *Workers Compensation and Injury Management Act 1981 (WA)*.

27.-SALARY SACRIFICE/PACKAGING

- (1) Medical Practitioners may sacrifice up to 100% of the Medical Practitioner's salary, inclusive of regular allowances, for an agreed benefit or package of benefits to be provided by the Employer.
- (2) For the purposes of this Clause, 'annual salary' in addition to the combined base salary, includes the allowances prescribed in:
 - (a) clause 8 (4) Senior Medical Officer;
 - (b) clause 11 (3) (a) (i) Flexible Hours Allowance; and
 - (c) clause 18 (3) Professional Development and Expenses.

- (3) The amount sacrificed and remaining benefits must together equate to the gross value of the benefits payable to the Medical Practitioner before tax such that the gross benefits payable to the Medical Practitioner as a consequence of the sacrifice is not in any way reduced.
- (4) The list of benefits, from which the Medical Practitioner may choose, shall be in accordance with the Employer's salary packaging policy.
 - (a) The parties to this Agreement accept that Remuneration Packaging is contingent on the provision that it will operate at NO cost to the employer. As such it is based on the concept of the Total Employment Cost to the employer. This is, the cost of Remuneration Packaging will be no more than the cost of employing the employee. In the event of any increase in tax (other than Payroll Tax) payable by the employer, including PAYE, Fringe Benefits Tax or any state tax equivalent, the employer will pass such costs to the employee through their Remuneration package. Should this occur, the employee can exercise the option to adjust or cancel any Remuneration Packaging arrangement.
 - (b) The employer may in accordance with the employer's policy and guidelines cancel any salary packaging arrangements subject to the giving of 4 weeks' notice.

The employer will not exercise the right to cancel salary packaging except:

 - (i) if there is a change to the Fringe Benefit Tax laws (or interpretation of such laws) or the imposition of any other state or federal tax or charge which make salary packaging no longer cost neutral to the employer; or
 - (ii) as a sanction against any employee who has, in the opinion of the Manager, failed to fully meet the obligations or perform the duties prescribed for the employee.
- (5) This clause does not apply to the following employer provided conditions of employment or benefits: reimbursement of travel expenses for annual leave, provision of housing, provision of communications services or provision of a motor vehicle, for which the employer will meet all costs.

28.-REDUNDANCY

- (1) Interpretation

In this clause:

"Medical Practitioner" does not include a Medical Practitioner engaged on a casual basis or a short term contract pursuant to Clause 10(2) (a) of this Agreement.

"Redundant" means being no longer required by the Employer to continue doing a job because the Employer has decided that the job will not be done by anyone.

For the purposes of this clause, an action of the Employer has a "significant effect" on a Medical Practitioner if:

- (a) there is to be a major change in the composition, operation or size of, or skills required in, the Employer's workforce that will affect the Medical Practitioner; or
- (b) there is to be elimination or reduction of a job opportunity, promotion opportunity or job tenure for the Medical Practitioner; or

- (c) the guaranteed hours of the Medical Practitioner's work are to significantly increase or decrease; or
- (d) the Medical Practitioner is required to be retrained; or
- (e) the Medical Practitioner is to be required to transfer to another job or work location; or
- (f) the Medical Practitioner's job is to be restructure; or
- (g) the Medical Practitioner's income is decreased.

(2) (a) Medical Practitioner to be informed

Where the Employer has decided to:

- (i) take action that is likely to have a significant effect on a Medical Practitioner; or
- (ii) make a Medical Practitioner redundant

(b) Discussions to occur

The Employer shall thereafter hold discussions with the Medical Practitioner affected as to:

- (i) the likely effects of the action or the redundancy in respect of the Medical Practitioner; and
- (ii) measures that may be taken by the Medical Practitioner or Employer to avoid or minimize a significant effect.

Provided that the Employer shall not be required to disclose confidential information, the disclosure of which may seriously harm the Employer's interests.

(3) Association to be informed

Where the Employer has made a definite decision to introduce major changes that are likely to have significant effects on one or more Medical Practitioners, the Employer shall notify and hold discussions with the Association.

(4) Severance Pay

- (a) In addition to the period of notice prescribed in Clause 6 (2) of this Agreement, for ordinary termination, a Medical Practitioner whose employment is terminated on the grounds of redundancy shall be entitled to the following amount of severance pay in respect of a continuous period of service.

Period of Continuous Service	Redundancy Payment
Less than 1 year	Nil
1 year but less than 2 years	4 weeks
2 years but less than 3 years	6 weeks
3 years but less than 4 years	7 weeks
4 years but less than 5 years	8 weeks
5 years but less than 6 years	10 weeks
6 years but less than 7 years	12 weeks
7 years but less than 8 years	14 weeks
8 years but less than 9 years	16 weeks
9 years but less than 10 years	18 weeks
10 years but less than 11 years	20 weeks
11 years but less than 12 years	22 weeks
12 years but less than 13 years	24 weeks
13 years but less than 14 years	26 weeks
14 years but less than 15 years	28 weeks
15 years and over	30 weeks

“Weeks Pay” means the ordinary weekly rate of wage for the Medical Practitioner concerned.

- (b) For the purpose of this clause continuity of service shall not be broken on account of:-
- (i) any absence from work on account of personal sickness or accident for which a Medical Practitioner is entitled to claim sick pay as prescribed by this Agreement or on account of leave lawfully granted by the Employer; or
 - (ii) any absence with reasonable cause, proof whereof shall be upon the Medical Practitioner; or
 - (iii) any absence on approved leave without pay.

Provided that in the calculation of continuous service under this subclause any time in respect of which a Medical Practitioner is absent from work except time for which a Medical Practitioner is entitled to claim annual leave, sick pay long service leave and public holidays as prescribed by this agreement shall not count as time worked.

- (c) Service by the Medical Practitioner with a business which has been transmitted from one Employer to another and the Medical Practitioner's service has been deemed continuous in accordance with *Section 6, sub section 4 of the Long Service Leave Act* as amended from time to time.
- (d) Redundancy shall not be payable in the event of a transmission of business where comparable alternative employment is offered and accepted.

(4) Out Placement Support

The Employer shall provide at their expense professional out placement advice.

(5) Medical Practitioner Leaving During Notice

A Medical Practitioner whose employment is to be terminated on the grounds of redundancy may terminate employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the Medical Practitioner remained with the Employer until the expiry of such notice. Provided that in such circumstances the Medical Practitioner shall not be entitled to payment in lieu of notice.

(6) Alternative Employment

The Employer, in a particular redundancy case, may make application to Fair Work Commission to have the general severance pay prescription varied if the Employer obtains acceptable alternative employment for a Medical Practitioner.

(7) Leave for Job Interviews

- (a) A Medical Practitioner who has been given notice that he or she has been, or will be, made redundant shall during the period of notice of termination be entitled to be absent from work up to a maximum of 8 ordinary hours during each week of notice without deduction of pay for the purpose of being interviewed for further employment.
- (b) A Medical Practitioner who claims to be entitled to paid leave under paragraph (a) shall, at the request of the Employer, be required to produce reasonable proof of attendance at an interview or the Medical Practitioner shall not receive payment for the time absent.

- (8) Notice to Centrelink

Where a decision has been made to terminate Medical Practitioners in circumstances of redundancy, the Employer shall, subject to the agreement of the Medical Practitioners concerned, notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the Medical Practitioners likely to be affected and the period over which the terminations are intended to be carried out.

29.-PROFESSIONAL INDEMNITY

- (1) The employer shall indemnify and keep indemnified the Medical Practitioner from and in respect of all claims, demands, actions, proceedings, judgements, damages, losses, costs and expenses which may be brought against the Medical Practitioner or which the Medical Practitioner may suffer or incur or to which the Medical Practitioner may be put as the consequence of any act done or omitted to be done by the Medical Practitioner in the course of the engagement of the Medical Practitioner by the employer pursuant to and in accordance with the provisions of this Agreement PROVIDED THAT neither the employer nor the Medical Practitioner shall make any statement in respect of any act done or omitted to be done by the Medical Practitioner which is or could be construed to be an admission of liability or negligence in the care or treatment of any patient without the consent in writing of both the other of them and that other's insurer.
- (2) The Medical Practitioner shall also maintain appropriate professional indemnity with a Medical Defence Organisation at the relevant employer indemnified category

30.-INSURANCE AND MAKE UP PAY

- (1) The employer shall provide Term life insurance (death cover) for an amount equivalent to at least twice the Medical Practitioners annual gross earnings.

A disability benefit is available to Medical Practitioners through membership of the RFDS National Superannuation Fund.

- (2) Make up Pay

- (a) Entitlement to Leave

A Medical Practitioner who suffers injury causing incapacity for work and who receives compensation in respect of such incapacity pursuant to the Workers Compensation and Injury Management Act 1981 shall be granted leave by the Employer at a rate of pay equal to the difference between the rate of pay payable if the Medical Practitioner had continued to perform the duties being performed immediately preceding the occurrence of the injury (excluding any payment for overtime) and the amount of weekly compensation received by the Medical Practitioner.

- (b) Period of Leave and Make-Up Pay

Leave granted pursuant to sub-clause (1) (a) shall not exceed a continuous period of 52 weeks or an aggregate period of 52 weeks in respect of any one injury.

- (c) Employment Upon Return to Duty

A Medical Practitioner shall, upon returning to duty, be entitled upon returning to full duty to the position they occupied immediately prior to the granting of leave pursuant to subclause (1).

31.-ETHICS

The AMA Code of Ethics shall govern the professional conduct of the Medical Practitioners covered by this Agreement.

32.-HEALTH AND SAFETY

The employer shall provide Medical Practitioners with such protection from injury and equivalent compensation or other cover with such amenities as are required to be provided by any statute or regulation there under or industrial award for the protection and comfort of workers employed or engaged in the same or any similar class or work in West Australia.

33.-INTRODUCTION OF CHANGE

- (1) (a) Where an employer has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that are likely to have significant effects on Medical Practitioners, the employer shall notify the Medical Practitioners who may be affected by the proposed changes and the Association or other representative nominated by the Medical Practitioner.
- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Medical Practitioners to other work or locations and restructuring of jobs.

Provided that where the Agreement makes provisions for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

- (2) (a) The employer shall discuss with the Medical Practitioner affected and the Association or other representative inter alia, the introduction of the changes referred to in subclause (1) hereof, the effects the changes are likely to have on Medical Practitioners, measures to avert or mitigate the adverse effects of such changes on Medical Practitioners and shall give prompt consideration to matters raised by the Medical Practitioners and/or the Association or other representative in relation to the changes.
- (b) The discussion shall commence as early as practicable after a firm decision has been made by the employer to make the changes referred to in subclause (1) hereof.
- (c) For the purposes of such discussion, the employer shall provide to the Medical Practitioners concerned and the Association or other representative all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on Medical Practitioners and any other matters likely to affect Medical Practitioners provided that the employer shall not be required to disclose confidential information the disclosure of which would be inimical to his/her interests.

34.-DISPUTE SETTLING PROCEDURES

- (1) Where a dispute concerning the operation of this agreement and/or the National Employment Standards arises the following steps shall be taken:
 - (a) As soon as practicable after the dispute has arisen, it shall be considered jointly by the appropriate supervisor, the Medical Practitioner or Medical

Practitioners concerned and where the Medical Practitioner or Medical Practitioners so request, the Medical Practitioner/s' Association or other representative.

- (b) If the dispute is not resolved it shall be considered jointly by the appropriate senior representative of the Employer, the Medical Practitioner or Medical Practitioners concerned and where a Medical Practitioner so requests, the Medical Practitioner/s' Association or other representative who shall attempt to settle the dispute.
 - (c) If the dispute is not resolved it shall be considered jointly by the Employer, the Medical Practitioner or Medical Practitioners concerned and where any Medical Practitioner so requests the Medical Practitioner/s' Association or other representative who shall attempt to settle the dispute.
 - (d) If the dispute is not resolved it may then be referred to an agreed arbitrator for assistance in its resolution by conciliation and / or arbitration. Where the parties involved in the matter cannot agree on an arbitrator they shall request Fair Work Commission to nominate an arbitrator.
- (2) On each occasion sensible time limits shall be agreed upon for the completion of each step of the procedure.
 - (3) The parties involved in the matter will abide by the decision of the arbitrator.
- Provided that the Agreement may only be varied by arbitration for the purpose of removing ambiguity or uncertainty.

35.-FLEXIBILITY TERM

- (1) The Employer and Medical Practitioner covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - (a) the arrangement deals with 1 or more of the following matters:
 - Salaries and Ranges (Clause 8 (7))
 - Hours (Clause 11)
 - Parental Leave (Clause 16)
 - (b) the arrangement meets the genuine needs of the Employer and Medical Practitioner in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the Employer and Medical Practitioner.
- (2) The Employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under s172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under s194 of the *Fair Work Act 2009*; and
 - (c) result in the Medical Practitioner being better off overall than the Medical Practitioner would be if no arrangement was made; and
 - (d) must be documented in such a manner as to allow inspection under s482 of the *Fair Work Act 2009*.
- (3) Where the Employer seeks such agreement with a Medical Practitioner, that Medical Practitioner shall be made aware of his/her right, and given reasonable opportunity, to contact and seek representation from the Association or other representative.

- (4) Any disagreement arising from the operation of this sub clause must be resolved in accordance with Clause 34 - Dispute Settlement Procedures of this Agreement.
- (5) For the avoidance of doubt, providing information concerning the Association under this sub clause does not mean that that Association must approve or consent to the individual flexibility arrangement.
- (6) The Employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the Employer and Medical Practitioner; and
 - (c) is signed by the Employer and Medical Practitioner and if the Medical Practitioner is under 18 years of age, signed by a parent or guardian of the Medical Practitioner; and
 - (d) includes details of:
 - (i) the terms of the Enterprise Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Medical Practitioner will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.
- (7) The Employer must give the Medical Practitioner a copy of the individual flexibility arrangement at the time it is signed by the Medical Practitioner and Employer.
- (8) The Employer or Medical Practitioner may terminate the individual flexibility arrangement:
 - (a) by giving no more than 14 days written notice to the other party to the arrangement; or
 - (b) if the Employer and Medical Practitioner agree in writing – at any time.

36.-AGREEMENT FLEXIBILITY

In recognition of the need for maximum flexibility within this Agreement:

- (1) Where the Association and the employer agree, mutually acceptable alternative terms- and conditions may be implemented in substitution of those specified in this Agreement;

and/or
- (2) A Medical Practitioner may by agreement in writing with the employer receive an all in salary in full satisfaction of the monetary entitlements prescribed by this Agreement. Provided that the rate shall not when viewed objectively, and having regard to the whole of the Medical Practitioner's terms and conditions of employment, be less favourable to the Medical Practitioner than the entitlements otherwise available under this Agreement.

37.-NO REDUCTION

No Medical Practitioner shall suffer a reduction in (pre-tax) income as a result of the implementation of this Agreement.

38.-RENEGOTIATION OF AGREEMENT

Negotiations for a new agreement will commence at least six months prior to the date of expiration of this Agreement.

If at the date of expiration no new agreement has been reached then this Agreement shall continue until such time as a new agreement is entered into.

39.-SIGNING OF AGREEMENT

[Signature]

20/12/2016

Signed for and on behalf of
Royal Flying Doctor Service of
Australia (Western Operations)

Date

JULIE SINNOTT

Name (Print)

GENERAL MANAGER
PEOPLE & CULTURE

Royal Flying Doctor Service
Western Operations
ABN. 29 067 077 69F
3 Eagle Drive
JANDAKOT WA 6164

[Signature]

20/12/2016

Signed for and on behalf of the Australian Medical
Association (Western Australia) Incorporated

Date

~~SALARIED MEDICAL OFFICERS
ASSOCIATION FEDERATION~~

Simon Bibb

Name (Print)

Stephen Langford

21-12-16

Prof Stephen Langford

MB BS FAFPHM FRACGP FACAsM AFRACMA
DipRACOG DipAvMed(RCP Lond) GAICD

Director of Medical Services

Royal Flying Doctor Service Western Ops
3 Eagle Drive, Jandakot Airport WA 6164

Schedule A (Full Time)

Salary increases shall be "CPI or 1.5%, whichever is higher".

Note to table - Indicative table only (based on 1.5% salary increase)

		Aggregate Base Salary + 1.5%	Aggregate Base Salary + 1.5% Increase	Aggregate Base Salary + 1.5% Increase
Classification	Level	01-Oct-16	01-Oct-17	1- Oct-18
Medical Practitioner (Yr 1)	14	\$211,556	\$214,729	\$217,950
GP (Yr 1)				
Medical Practitioner (Yr 2)	15	\$223,236	\$226,585	\$229,984
GP (Yr 2)				
Medical Practitioner (Yr 3, 4 and 5)	16	\$235,499	\$239,031	\$242,616
GP (Yr 3, 4 and 5)				
Medical Practitioner (Yr 6)	17	\$248,377	\$252,103	\$255,885
GP (Yr 6), VRGP / MP (Yr 1)				
Medical Practitioner (Yr 7)	18	\$265,362	\$269,342	\$273,382
GP (Yr 7), VRGP / MP (Yr 2)				
Medical Practitioner (Yr 8 and above)	19	\$276,097	\$280,238	\$284,442
GP (Yr 8), VRGP / MP (Yr 3)				
VRGP / MP (Yr 4)	20	\$291,004	\$295,369	\$299,800
VRGP / MP (Yr 5)	21	\$306,656	\$311,256	\$315,925
VRGP / MP (Yr 6)	22	\$323,090	\$327,936	\$332,855
Specialist (Yr 1)	20	\$314,498	\$319,215	\$324,003
Specialist (Yr 2)	21	\$325,678	\$330,563	\$335,521
Specialist (Yr 3)	22	\$337,416	\$342,477	\$347,614
Specialist (Yr 4)	23	\$349,744	\$354,990	\$360,315
Specialist (Yr 5)	24	\$362,687	\$368,127	\$373,649
Specialist (Yr 6)	25	\$376,277	\$381,921	\$387,650

Schedule B (.8)

Salary increases shall be "CPI or 1.5%, whichever is higher".

Note to table - Indicative table only (based on 1.5% salary increase)

Classification	Level	01-Oct-16	01-Oct-17	1-Oct-18
Medical Practitioner (Yr 1)	14	\$169,244	\$171,783	\$174,360
GP (Yr 1)				
Medical Practitioner (Yr 2)	15	\$178,589	\$181,268	\$183,987
GP (Yr 2)				
Medical Practitioner (Yr 3, 4 and 5)	16	\$188,399	\$191,225	\$194,093
GP (Yr 3, 4 and 5)				
Medical Practitioner (Yr 6)	17	\$198,701	\$201,682	\$204,707
GP (Yr 6), VRGP / MP (Yr 1)				
Medical Practitioner (Yr 7)	18	\$212,289	\$215,473	\$218,705
GP (Yr 7), VRGP / MP (Yr 2)				
Medical Practitioner (Yr 8 and above)	19	\$220,878	\$224,191	\$227,554
GP (Yr 8), VRGP / MP (Yr 3)				
VRGP / MP (Yr 4)	20	\$232,802	\$236,294	\$239,838
VRGP / MP (Yr 5)	21	\$245,326	\$249,006	\$252,741
VRGP / MP (Yr 6)	22	\$258,472	\$262,349	\$266,284
Specialist (Yr 1)	20	\$251,599	\$255,373	\$259,204
Specialist (Yr 2)	21	\$260,542	\$264,450	\$268,417
Specialist (Yr 3)	22	\$269,933	\$273,982	\$278,092
Specialist (Yr 4)	23	\$279,795	\$283,992	\$288,252
Specialist (Yr 5)	24	\$290,150	\$294,502	\$298,920
Specialist (Yr 6)	25	\$301,022	\$305,537	\$310,120

**Schedule C
Hourly Rate (Full Time)**

Salary increases shall be "CPI or 1.5%, whichever is higher".

Note to table - Indicative table only (based on 1.5% salary increase)

Classification	Level	01-Oct-16	01-Oct-17	1-Oct-18
Medical Practitioner (Yr 1)	14	\$109	\$111	\$113
GP (Yr 1)				
Medical Practitioner (Yr 2)	15	\$115	\$117	\$119
GP (Yr 2)				
Medical Practitioner (Yr 3, 4 and 5)	16	\$120	\$122	\$124
GP (Yr 3, 4 and 5)				
Medical Practitioner (Yr 6)	17	\$127	\$129	\$131
GP (Yr 6), VRGP / MP (Yr 1)				
Medical Practitioner (Yr 7)	18	\$137	\$139	\$141
GP (Yr 7), VRGP / MP (Yr 2)				
Medical Practitioner (Yr 8 and above)	19	\$142	\$144	\$146
GP (Yr 8), VRGP / MP (Yr 3)				
VRGP / MP (Yr 4)	20	\$149	\$151	\$153
VRGP / MP (Yr 5)	21	\$157	\$159	\$161
VRGP / MP (Yr 6)	22	\$164	\$166	\$168
Specialist (Yr 1)	20	\$160	\$162	\$164
Specialist (Yr 2)	21	\$166	\$168	\$171
Specialist (Yr 3)	22	\$173	\$176	\$179
Specialist (Yr 4)	23	\$179	\$182	\$185
Specialist (Yr 5)	24	\$186	\$189	\$192
Specialist (Yr 6)	25	\$192	\$195	\$198

Schedule D

Sessional Rate – Per Session

Salary increases shall be “CPI or 1.5%, whichever is higher”.

Note to table - Indicative table only (based on 1.5% salary increase)

Classification	Level	01-Oct-16	01-Oct-17	1-Oct-18
Medical Practitioner (Yr 1)	14	\$579	\$588	\$597
GP (Yr 1)				
Medical Practitioner (Yr 2)	15	\$606	\$615	\$624
GP (Yr 2)				
Medical Practitioner (Yr 3, 4 and 5)	16	\$635	\$645	\$655
GP (Yr 3, 4 and 5)				
Medical Practitioner (Yr 6)	17	\$667	\$677	\$687
GP (Yr 6), VRGP / MP (Yr 1)				
Medical Practitioner (Yr 7)	18	\$707	\$718	\$729
GP (Yr 7), VRGP / MP (Yr 2)				
Medical Practitioner (Yr 8 and above)	19	\$734	\$745	\$756
GP (Yr 8), VRGP / MP (Yr 3)				
VRGP / MP (Yr 4)	20	\$769	\$781	\$793
VRGP / MP (Yr 5)	21	\$806	\$818	\$830
VRGP / MP (Yr 6)	22	\$845	\$858	\$871
Specialist (Yr 1)	20	\$825	\$837	\$850
Specialist (Yr 2)	21	\$853	\$866	\$879
Specialist (Yr 3)	22	\$880	\$893	\$906
Specialist (Yr 4)	23	\$910	\$924	\$938
Specialist (Yr 5)	24	\$941	\$955	\$969
Specialist (Yr 6)	25	\$973	\$988	\$1,003

Note

Includes PDEA clause 10 (3) (e)

Includes Casual Loading Clause 17 (3)

2 March 2017

Dear Commissioner

AG2016/7978 – ROYAL FLYING DOCTOR SERVICE OF AUSTRALIA (WESTERN OPERATIONS), MEDICAL PRACTITIONERS INDUSTRIAL AGREEMENT 2016

Please find below undertakings pertaining to the above Agreement:

Consultation & Flexibility

The parties agree to apply the model Fair Work clauses for Consultation and Flexibility in accordance with the *Fair Work Act 2009*.

Personal/Carer's Leave

Notwithstanding reference in Clause 13(1) that full time medical practitioners shall accrue 75 hours paid leave per annum, the parties agree that medical practitioners will accrue the equivalent of ten (10) days paid personal/carer's leave during each year of service according to the employee's ordinary hours of work. Personal leave is cumulative from year to year.

This is also the current practical application of Clause 13(1).

The undersigned have agreed to apply the above undertakings in respect of the *Royal Flying Doctor Service of Australia (Western Operations), Medical Practitioners Industrial Agreement 2016*.


Signed by:



Julie Sinnott
General Manager, People & Culture
Royal Flying Doctor Service (Western Operations)



Simon Bibby
Australian Medical Association (Western Australia) Incorporated



Professor Stephen Langford
Director of Medical Services
Royal Flying Doctor Service (Western Operations)

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

- (1) This term applies if the employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees*** means the employees who may be affected by a change referred to in subclause (1).

Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing—at any time.



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