

	Item	Relevant Clauses	AMA (WA)Position
<b>Part 1 - Preliminaries</b>			
1	<b>Salary Increase - Increase consistent with WA Consumer Price Index</b>	Agreement provisions that identify allowances and Salaries outlined in Schedule 1 -3	Salaries and allowances to correspond with the WA Government's Forecast Consumer Price Index, WA Treasury Mid-Year Financial Projections Statement, ensuring salaries and allowances remain static in real terms:  1 Oct 19 - +2.00 percent 1 Oct 20 - +2.50 percent 1 Oct 21 - +2.50 percent
2	<b>Delete terms "best endeavours" and "unreasonably refuse"</b>	Including: 9(9) 13(1) 15 16(5) 17(1) 18(2) 18(3)(b) Schd 2 - 2(1)	At present an Employer's "best endeavours" and assessment of what is "reasonable" continues to be abused by Employers, rendering the entitlements that they apply to as nugatory.
3	<b>Application of Agreement Entitlements - Amendment</b>	3 - Insert a new subclause	Insertion of an express term that provides for all Employers bound by the Agreement, to be bound by decisions of other Employers that pertain to individual practitioners, such as approvals relating to leave and recognition of service.
4	<b>Definitions - Delete</b>	8	Delete the following definitions: •"Arrangement A Salary" - See Item 40 •"Arrangement B Salary" - See Item 40 •"General Practitioner" •"Replaced Industrial Agreement" •"Vocationally Registered General Practitioner" - See Item 39
5	<b>Definitions - Clarifications &amp; amendments</b>	8	Clarify the following definitions by amending the following definitions as follows: •"Base Salary" means the salary <b>paid to the practitioner in accordance with their classification, outlined in Tables 1 and 2 of either Schedule 1 or Schedule 3.</b>  •"Consultant / Specialist" means a medical practitioner who: •holds specialist registration with AHPRA; or •is a Fellow of either the Faculty of Forensic Medicine or of the Australasian Chapter of Addiction Medicine; or •in exceptional circumstances to satisfy areas of unmet need, such other specialist qualification recognised by the Director General of Health and who, unless otherwise approved by the Director General of Health, is employed and practising in the specialty for which he/she is qualified.  • "Health Service Medical Practitioner" means a non-specialist medical practitioner who is not in a recognised training program and who is <del>authorised</del> <b>credentialed</b> to perform duties without requiring clinical supervision by a consultant / specialist or senior medical practitioner. <del>This classification includes a general practitioner (not vocationally registered).</del> <b>Health Service Medical Practitioners shall automatically progress to Senior Medical Practitioner classifications.</b>  •"Senior Registrar" - "...obtained an appropriate specialist qualification recognised by the AMC..."  •"Registrar" - "...Examination of an appropriate specialist qualification recognised by the AMC."

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6	Definitions - Insertions	8	<p>Insert the following definitions:</p> <ul style="list-style-type: none"> <li>• "Continuous Service" means service with any Employer party to and bound by this Agreement or Contracted Health Entity and includes any prior period of service as identified in this Agreement.</li> <li>• "Contracted Health Entity" has the same meaning as defined in s.6 of the Health Services Act 2016 (WA), and includes the Royal Flying Doctor Service.</li> <li>• "Day" means a 24 hour period that commences at midnight.</li> <li>• "Secondment" or "Second" means an arrangement where a practitioner performs functions or services for, or duties in the service of, another Employer, Contracted Health Entity or private health provider, the particulars of which are agreed in writing in accordance with this Agreement. This can include clinical rotations undertaken by Doctors in Training.</li> </ul>
<b>Part 2 - Doctor in Training Provisions</b>			
7	DiT - Contract of Service (Appointment)	9(1)(a) 9(1)(c)	<ul style="list-style-type: none"> <li>• Doctors in Training in an accredited training program <b>shall be offered</b> an appointment for the nominal length of the training program.</li> <li>• Doctors in Training in a General Practice accredited training program <b>shall be offered</b> an appointment for the required length of their core hospital based rotations.</li> <li>• Supervised Medical Officers <b>shall be offered</b> an appointment of five years.</li> <li>• All remaining DiTs, save Interns, <b>shall be offered</b> an appointment of 12 months.</li> <li>• All DiTs can seek a shorter appointment term, any request for an appointment term of more than 3 months shall not be refused.</li> </ul>
8	DiT - Contract of Service - Facilitating permissible breaks in service	9(7)	Amend clause to ensure termination payments are only made at the election of the Doctor in Training, upon submission of relevant forms.
9	DiT - Clinical Rotations - Amendments	9(9)	Delete the words "use its best endeavours to" and replace "four" with "six", meaning that all DiTs shall be advised of their clinical rotations and location at least 6 weeks prior to the start of the year.
10	DiT - Part Time Practitioners - Reasons for refusing part time employment	10(1)	Amend to provide for reasons for refusal to be communicated in writing, within 21 days of request for part time employment. Clause 54 ( <i>Dispute Settling Procedures</i> ) to apply.
11	DiT -Part Time Practitioners - Delete subclause	10(3)	Delete: "If a practitioner is in a recognised training programme approved by the appropriate College for the purpose of obtaining a postgraduate qualification, part time employment shall be subject to the College's training requirements. "
12	DiT - Casual Loading Increase	11(3)	Loading of 25% to reflect Senior Doctor loading
13	DiT - Additional Senior Registrar Classifications	12(2) 12(4)(b) Schedule 1 - Table 1	<p>Additional classifications:</p> <ul style="list-style-type: none"> <li>• "Senior Registrar Year 3" - \$177,044 (plus salary increase = \$180,585)</li> <li>• "Senior Registrar Year 4" - \$185,895 (plus salary increase = \$189,613)</li> </ul> <p>The adjustments in the rates reflect increases in line with general percentage salary increases.</p>

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14	DiT - Secondment (General Provisions) - Additional arrangements	New Clause	<p>New clause to provide general provisions for Secondments, which is to include:</p> <ul style="list-style-type: none"> <li>•Terms of any Secondment to be agreed in writing.</li> <li>•The Employer is to remain responsible and liable for the practitioner at all times during the Secondment.</li> <li>•The Secondment is to be recognised as Continuous Service.</li> </ul> <p>NB. Secondment is a defined term -see Item 6</p>
15	DiT - Secondment Arrangements WACHS - Amendments	13	<ul style="list-style-type: none"> <li>•Amend to clarify that the clause applies to all secondees, seconded to a facility controlled by WACHS or located in a WACHS area, including the Kimberley, Pilbara, Midwest, Goldfields, Wheatbelt, South West and Great Southern regions.</li> <li>•Delete "Where feasible" and "use its best endeavours to" to ensure that accommodation shall be single occupancy and shall provide for family occupancy for practitioners with immediate family.</li> <li>•Current 13(2) entitlements to also be provided to "immediate family" which shall be defined as including spouse, de facto spouse, children and step-children.</li> <li>•Delete 13(3) - defined in Definitions. This Clause will continue to only apply to WACHS Secondments.</li> <li>• 13(4) - Delete "ordinarily"</li> </ul> <p>Insert:</p> <ul style="list-style-type: none"> <li>•Confirm Employer liability and responsibility over the practitioner throughout Secondment.</li> <li>•The Secondment is to be recognised as Continuous Service.</li> <li>•Practitioners will have at least two days free from all duty (including on call) prior to the first shift and after last shift of the secondment.</li> </ul>
16	DiT - Secondment Arrangements Non-Public Sector Training - Amendments	14	<ul style="list-style-type: none"> <li>•Clarify that this clause applies when a practitioner is Seconded to any non-Employer or Contracted State Entities.</li> </ul> <p>Insert:</p> <ul style="list-style-type: none"> <li>•Any Secondee (and their immediate family) seconded to an area located in WACHS area shall be entitled to travel and accommodation provisions outlined in clause 13 (<i>Secondment Arrangements - WA Country Health Service</i>).</li> <li>•Confirm Employer liability and responsibility over the practitioner throughout Secondment.</li> <li>•The Secondment is to be recognised as Continuous Service.</li> </ul>
17	DiT - Hours of Duty - Amendments	15	<ul style="list-style-type: none"> <li>•15(3)(a) - Delete "where practicable"</li> <li>•15(3)(b) - Delete "...Unless the practitioner is rostered to work on evening or night shift on the day immediately following those rostered days off." to provide for two consecutive Days free from duty in each 28 day cycle.</li> <li>•15(3)(e) - Delete "where practicable" to ensure every second weekend free from all duty (including on call).</li> <li>•15(4)(a) - Amend provision to read "Rosters shall provide for at least a 10 hour break between periods of rostered duty."</li> <li>•15(4)(b) - Amend provision to provide for 100% breach penalty in the absence of ten consecutive hours free from all duty (including call back, whether or not attendance at the workplace is required).</li> <li>•15(5)(a) - Delete the words "five" and "where practicable" from the third sentence.</li> <li>•15(8) - Delete "where appropriate".</li> </ul>
18	DiTs - Rosters - Amendments	16	<ul style="list-style-type: none"> <li>•16(2) - Rosters shall operate over a 28 day period aligned to two consecutive pay periods.</li> <li>•16(4) - Delete "where practicable" to ensure rosters cover 28 days and the start and end times of rest breaks. Amend the timeframes outlined in the subclause to reflect that rosters be made available to practitioners at least 21 days in advance and where possible 28 days in advance.</li> <li>•Where the roster is not provided 21 days in advance, all shifts worked in that roster shall attract a 20% penalty on base salary, which will be paid in addition to any other applicable penalty.</li> <li>16(5) - Delete "Except in cases of emergency or if" and replace with "Unless"</li> <li>•16(8) Delete "where practicable".</li> </ul>

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19	DiT - Payment for Overtime - Insert new subclause	17 (new subclause)	Insert: Each year, by the end of December the Employer's CEO will write to all departments and remind them that unrostered overtime shall be recorded and paid in accordance with clause 17 ( <i>Payment for Overtime</i> ). A copy will be provided to the Association, each Intern to be employed by the Employer the following year and will be posted in the Doctor in Training common room.
20	DiT - Payment for Overtime - Payment of overtime for hours worked in excess of contracted hours	17(2)	Amend clause, delete "80 hours" and insert "a practitioner's contracted hours"
21	DiT - Payment for Overtime - Payment of overtime for hours worked in excess of contracted hours	17(3)	Amend clause, delete "120 hours" and insert "1.5 times a practitioner's contracted hours"
22	DiT - Payment for Overtime after contracted hours are acquitted	17 (new subclause)	Overtime rates shall be applicable on those specific hours worked after a practitioner's contracted hours have been acquitted.  *Specifically, we are trying to avoid the practice of hospitals selecting the hours within a two week pay period, where they will apply the overtime in order to avoid paying other penalties. Eg Attributing overtime to the hours worked on a weekend or a public holiday.
23	DiT - Retention of Professional Development Leave entitlements within the WA Health System	18	Ensure current provision wording clearly reflects the following: <ul style="list-style-type: none"> <li>• Accrued Professional Development Leave is retained across all classifications in the Agreement (Table 1) and all employment types (inc. contracts that attract a loading in lieu of receiving paid leave benefits).</li> <li>• Accrued Professional Development Leave continues to accrue across all classifications in the Agreement and all employment types (exc. contracts that attract a loading in lieu of receiving paid leave benefits).</li> <li>• At no point, during the employment relationship or moving between Employers or moving between types of employment (inc. contracts that attract a loading in lieu of receiving paid leave benefits) should accrued Professional Development Leave be lost.</li> </ul>
24	DiT - Retention of Professional Development Leave entitlements following a break in employment	18 (new subclause)	Provided a practitioner has not had a break in employment for more than 30 months, any previous unused accrued PD Leave accrued with an Employer through previous employment will stand to their credit, to use in accordance with clause 18 ( <i>Professional Development Leave</i> ).
25	DiT - Professional Development Leave and rostering of Professional Development Leave amendments	18	Insert sentence in 18(2) to ensure that DiTs shall not be rostered for duty the day after an exam if they were required to travel 100 km+ to sit the exam.  18(2) - Delete: "Applications for leave and rostered time off under this subclause shall not be unreasonably refused."  18(7) - Insert: "Reasons for declining Special Leave With/out pay shall be provided in writing within two weeks of a practitioner's application for leave."
26	DiT - Professional Development Leave recognised as ordinary working hours	18 (new subclause)	Approved Professional Development Leave forms part of a practitioner's ordinary working hours, is rostered accordingly and is subject to clause 15 ( <i>Hours of Duty</i> ), clause 16 ( <i>Rosters</i> ) and clause 17 ( <i>Payment For Overtime</i> ). A practitioner shall not be rostered for any duty (including on call) on a Day where they have been approved Professional Development Leave.

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27	DiT - Payment of Higher Duties, including on leave amendments	19	Higher Duties shall be paid their higher salary rate, inclusive of all allowances, including when the practitioner is taking leave.
28	DiT - Higher Duties - Timely payment	19	Payment for higher duties will be paid in the corresponding pay period following appointment to a higher position.
<b>Part 3 - Senior Practitioner Provisions</b>			
29	Senior Doctors - Contract of Service - Permanency	20(1)(a) 20(1)(b)	<p>All appointments are permanent, with the exception of:</p> <ul style="list-style-type: none"> <li>•a fixed term contract that is requested by the practitioner; or</li> <li>•to meet a genuine short term exigency.</li> </ul> <p>All current fixed term contracts are converted into permanent appointments, unless the practitioner expressly requests to forgo permanency.</p> <p>In the event of two successive short term exigency contracts, a practitioner will become a permanent employee unless they have requested that they continue to be employed on a contract to provide for short term exigencies. Such agreement must be in writing and initiated by the practitioner. Positions appointed under clause 40(15)(<i>Replacement Practitioners - Parental Leave</i>) are excluded.</p> <p>Short term exigency contracts have the option of receiving paid leave benefits, or receiving 25% on the Base Salary in lieu of receiving paid leave benefits.</p>
30	Senior Doctors - Contract of Service (Non Clinical Duties) - Express entitlement to time for Non Clinical Duties	20(3)	<ul style="list-style-type: none"> <li>•Delete "As a guide" and replace with "Practitioners are entitled to have,".</li> <li>•Specialist College guidelines regarding assigning time for non-clinical duties to be referenced.</li> </ul>
31	Senior Doctors - Contract Completion Payment Amendments	20(6) 9(3)(c)	Contract Completion Payment equal to 10% of a practitioners final Base Salary to be payable even if practitioner resigns in the 12 months notice period or does not actively seek another contract once advised that contract will not be renewed.
32	Senior Doctors - Contract of Service - Facilitating permissible breaks in service	20(12)	Amend clause to ensure termination payments are only made at the election of the Senior Practitioner, upon submission of relevant forms.
33	Senior Doctors - Head of Department - Amend notice provisions	20(13)	Appointment to the position of Head of Department can be terminated by either party giving 3 months notice.
34	Senior Doctors - Head of Department - Insert provisions to provide appropriate training	20(13)	The Head of Department will be provided with training to assist them execute their duties.
35	Senior Doctors - Provide for 10 hour break between shifts	22 (New subclause)	Provide for minimum of 10 hour break between shifts.
36	Senior Doctors - Hours	22 (New subclause)	<p>Any Senior Practitioner who is clinically required to work beyond the end of a rostered shift shall be paid a call back in accordance with Clause 33(3)(b)*.</p> <p>*On the basis of proposed amendment in Clause 33(3)(b).</p>

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37	Senior Doctors - Radiologists - Part time clarification	24(6)(d)(i)	Delete "part-time" and replace with "working less than 10 sessions with one Employer"
38	Senior Doctors - Amend what can be considered a part time Senior Practitioner	25(1)	Provide for part time employment on 0.8 FTE or anything above, up to 1.0 FTE.
39	Senior Doctors - applying correct recognition of specialist registration		Removing the classification of Vocationally Registered General Practitioner and ensuring that all specialist qualified Senior Practitioners are remunerated as such. See Items 4 and 5
40	Senior Doctors - Right of private practice and rolling A salary		Arrangement B Salary Table shall be deleted from the Agreement and there will only be one Base Salary Table for Senior Practitioners, based on the current Arrangement A Salary. Practitioners can relinquish private practice earnings or can retain all private practice billings. We seek to simplify the remuneration structure for practitioners who have elected to retain their private practice billings to alleviate unnecessary administrative burdens and complexities.
41	Senior Doctors - Professional Development Leave to include research	30(1)(b)	Insert "undertaking research", immediately after "attending conference".
42	Senior Doctors - Professional Development Leave recognised as ordinary working hours	30	Approved Professional Development Leave forms part of a practitioner's ordinary working hours, is rostered accordingly and forms part of a practitioner's professional commitment. A practitioner shall not be rostered for any duty (including on call) on a Day where they have been approved Professional Development Leave.
43	Senior Doctors - Retention of Professional Development Leave entitlements following a break in employment	30(2)	Continuous Service is not broken, provided a practitioner has not had a break in employment for more than 30 months.
44	Senior Doctors - Arrangement B Professional Development Expenses clarification	30(8)	Current (i) to be split into two. (i) to reflect that for the purpose of each accrual of Overseas Professional Development Leave, only two business class air fares are available in respect of one accrual, even if that accrual has been sought to be accessed in broken periods. (ii) to reflect that for all other Professional Development Leave, practitioners get business class airfares.
45	Senior Doctors - Arrangement B Professional Development Expenses	30(8)	Delete the following sentence from (iv): "Fares and expenses associated with leave under this clause shall be paid only in accordance with the policy governing the administration of the externally restricted cost centre."

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46	Staffing provisions to apply to all covered by the Agreement	31	To be moved to the Part 4 - General Provisions
Part 4 - General Provisions			
47	Shift, Weekend and Public Holiday Penalties	32(6)	Delete subclause, consistent with rolling A salary. See Item 40
48	On Call & Call Back - Amendments to duties and rosters	33	<ul style="list-style-type: none"> <li>Clarify that any work carried out while rostered on call shall be paid as a recall. Not all recalls are carried out while on call.</li> <li>33(1)(b)(ii) - Replace with: Practitioners shall not be required to be on call for more than 108 hours (equivalent to 9 shifts of 12 hours) over two consecutive pay periods (28 days) unless the Employer, the Association and the practitioner agree to alternative arrangements.</li> <li>Amend subclause 33(1)(f) - "Where practicable - On call rosters shall be posted at least <b>28</b> 14 days in advance and cover a period of at least <b>28</b> days.</li> <li>33(1)(e) - Insert at the start of the second sentence: "Within <b>the 28 day period prior to the commencement of a on call roster covering 28 days and the currency of the roster,</b> the onus...."</li> </ul>
49	Call Back where attendance at the workplace not required, to be treated as a recall	33(3)	<p>Delete 33(3) and replace with:</p> <p>"Call Back not requiring attendance at the workplace.</p> <p>(a) A practitioner who is called for the purpose of providing clinical advice or coordinating clinical care and is not required to attend the workplace, shall be paid a minimum of one hours work at the recall rate prescribed in 33(2)(a) or (b).</p> <p>(b) Second and subsequent calls which occur within an hour of commencement of a call do not attract additional payments unless:</p> <p>(i) Actual time worked continues beyond one hour from the initial call in which case payment shall be made for the actual time worked; or</p> <p>(ii) A practitioner is subsequently required to attend the work place, in which case a separate entitlement to recall payment is due in accordance with 33(2)."</p>
50	Approved Annual Leave - Rosters and overtime	34 (2) (b)	<ul style="list-style-type: none"> <li>Insert: "<b>Where a roster has already been published and a</b> practitioner makes an application for annual leave for a period that is or includes a period of rostered overtime and the absence is approved by the Employer, the period of rostered overtime will be changed to un-rostered hours. ."</li> <li>Insert new subclause after (b): Approved Annual Leave forms part of a practitioner's ordinary working hours, is rostered accordingly and: For Doctors in Training is subject to clause 15 (<i>Hours of Duty</i>) , clause 16 (<i>Rosters</i> ) and clause 17 (<i>Payment For Overtime</i>) For Senior Practitioners forms part of a practitioner's professional commitment. A practitioner shall not be rostered for any duty (including on call) on the Day of approved Annual Leave.</li> </ul>
51	Annual Leave - Approval and notification clarifications	34(11)	<ul style="list-style-type: none"> <li>The two sentences that constitute subclause 34(11) will be separated into two subclauses. The second sentence will be amended to clearly outline the Employer's responsibility to notify a practitioner in writing within two weeks of receiving a practitioner's written application: Whether their application for annual leave have been accepted or declined; and When they are able to access their accrued entitlement if the application has been declined.</li> </ul>
52	Annual Leave - Appropriate staffing ratios to ensure access to annual leave	34(11)	Insert an appropriate FTE ratio to ensure appropriate staffing for annual leave: 0.27FTE for every 1FTE required based on activity.



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53	<b>Annual Leave - Retention of Annual Leave entitlements within the WA Health System</b>	34 (clarification)	<p>Ensure current provision wording clearly reflects the following:</p> <ul style="list-style-type: none"> <li>• Accrued Annual Leave is retained across all classifications in the Agreement and all employment types (inc. contracts that attract a loading in lieu of receiving paid leave benefits).</li> <li>• Accrued Annual Leave continues to accrue across all classifications in the Agreement and all employment types (exc. contracts that attract a loading in lieu of receiving paid leave benefits).</li> <li>• At no point, during the employment relationship or moving between Employers or moving between types of employment (inc. contracts that attract a loading in lieu of receiving paid leave benefits) should accrued Annual Leave be paid out, unless in accordance with 34(20).</li> </ul> <p>*The AMA (WA) is not seeking to have Annual Leave accrued with a Contracted State Entity, recognised by Employers.</p>
54	<b>Annual Leave - Retention of Annual Leave entitlements following a break in employment</b>	34 (new subclause)	<ul style="list-style-type: none"> <li>•A practitioner may break employment for a period of up to 30 months. A practitioner's accrued annual leave is retained if the practitioner instructs and when the practitioner recommences employment with any Employer not later than 30 months from the day on which their previous employment ceased and the practitioner has not, prior to recommencing employment, requested their entitlement be paid out, their unused accrued annual leave balance stands to their credit, to be utilised in accordance with the Agreement.</li> <li>•A practitioner can, at any time, request their accrued entitlement be paid out. Payment shall be made within two pay periods following a practitioner's written request and will be paid at the rate the practitioner would have been paid had they received the entitlement when their employment ceased.</li> </ul>
55	<b>Annual notification to Association of total accrued entitlement</b>	34 (new subclause)	<ul style="list-style-type: none"> <li>•Each Employer will provide the AMA (WA) with the total number practitioners with accrued annual leave balance that exceeds two years of accrued entitlement as at 31st January each year, for each classification outlined in Tables 1 and 2 of Schedules 1 and 3, no later than February the following year.</li> <li>•Each Employer will provide the AMA (WA) with total accrued annual leave entitlement for each classification outlined in Schedule 1.</li> </ul>
56	<b>8 hour minimum to be rostered on public holidays</b>	35	Practitioners rostered to work on a public holiday or a day observed as a public holiday shall be rostered for the ordinary length of their shift and no less than eight hours.
57	<b>Public Holidays - Day in lieu to accrue when recalled</b>	35(5)	A practitioner who is rostered on call and/or is recalled to work on a public holiday, or a day observed as a public holiday, shall accrue a day in lieu.
58	<b>Sick Leave - Retention of Sick Leave entitlements within the WA Health System</b>	36 (clarification)	<p>Ensure current provision wording clearly reflects the following:</p> <ul style="list-style-type: none"> <li>•Accrued Sick Leave is retained across all classifications in the Agreement and all employment types (inc. contracts that attract a loading in lieu of receiving paid leave benefits).</li> <li>•Accrued Sick Leave continues to accrue across all classifications in the Agreement and all employment types (exc. contracts that attract a loading in lieu of receiving paid leave benefits).</li> <li>•At no point, during the employment relationship or moving between Employers or moving between types of employment (inc. contracts that attract a loading in lieu of receiving paid leave benefits) should accrued Sick Leave be lost.</li> </ul>
59	<b>Sick Leave - Retention of Sick Leave entitlements following a break in employment</b>	36 (new subclause)	Provided a practitioner has not had a break in employment for more than 30 months, any previous unused accrued Sick Leave accrued with an Employer through previous employment will stand to their credit, to use in accordance with the Agreement.
60	<b>Accrual and retention of Sick Leave with a CSE</b>	36 (new subclause)	Sick Leave accrued at a Contracted State Entity is recognised and transfers with a practitioner when employed under the Agreement.
61	<b>Sick Leave to include antenatal appointments</b>	36(15)	Insert after subclause (15): "A pregnant practitioner can utilise Sick Leave for the purposes of attending antenatal appointments, if these appointments fall within hours of duty."



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62	Long Service Leave - Approval and notification clarifications	37 (new subclause)	After subclause (3), insert a new subclause stating: "Upon a practitioner's written application to access Long Service Leave, Employers must provide in writing, within two weeks of receipt of an application for Long service Leave, a response to the practitioner, outlining whether or not the application has been approved and when the practitioner can take the leave."
63	Long Service Leave - Retention of Continuous Service within the WA Health System	37 Continuous Service (Clarification)	Ensure current provision wording clearly reflects the following: <ul style="list-style-type: none"> <li>•All employment across all classifications and all types of employment prescribed under the Agreement is considered Continuous Service for the purposes of Long Service Leave (inc. contracts that attract a loading in lieu of receiving paid leave benefits).</li> <li>•Service with the following entities is recognised as Continuous Service – All Employers, all Australian State and Commonwealth Governments, Contracted State Entities (see Item 65) and any unpaid leave up to 2 weeks.</li> </ul>
64	Long Service Leave - Service with CSE to be recognised as Continuous Service	37 Continuous Service (new subclause)	Service with a Contracted State Entities is recognised as Continuous Service.
65	Long Service Leave - Retention of service for the purposes of Long Service Leave following a break in employment		<ul style="list-style-type: none"> <li>•All of a practitioners' previous Continuous Service is recognised (without seeking Employer's permission) provided that they do not break their Continuous Service for a period of more than 30 consecutive months, this includes when a practitioner resigns.</li> <li>•Practitioners who have accessed or received a pro-rata Long Service Leave entitlement at either a HSP or CSE will have the number of weeks' previously paid out/taken deducted from their next accrual.</li> </ul>
66	Family, Bereavement and Personal Leave - Update to reflect Minimum Conditions of Employment provisions and terminology	38	<ul style="list-style-type: none"> <li>•Replace references to "family" and "family leave" with "carer" and "carer's leave".</li> <li>•Amend 38(1)(b) - "A practitioner is entitled to use up to 10 days of their personal accrued sick leave to care <b>or support</b> an ill <b>or injured</b> family member or for an unexpected emergency affecting a member of the practitioner's family or household each year, <del>but the practitioner must maintain a minimum of 10 days of sick leave available for personal use in each year.</del> Subject to paragraph (e) of this subclause, all <del>family leave</del> carer's leave taken is deducted from the practitioner's sick leave entitlement."</li> <li>•Insert unpaid carer's leave, as per the Minimum Conditions of Employment Act.</li> </ul>
67	Parental Leave - Statutory entitlements to be inserted	40 (new subclause)	Insert the Fair Work Act Parental Leave s.76 provisions to be added regarding extension of Parental Leave.
68	Notice provisions for Parental Leave due to fixed term contracts	40(3)(a) & (5)	Replace "10 weeks" with "the lessor of either 10 weeks or as much time as possible in the context of a practitioner's commencement date on their contract of employment"
69	Parental Leave - Clarification regarding Continuous Service	40(18) (Clarification)	Ensure current provision wording clearly reflects the following: <ul style="list-style-type: none"> <li>•12 months Continuous Service at any point is sufficient to qualify for Paid Parental Leave, it does not need to be immediately prior to accessing Paid Parental Leave.</li> <li>•All employment, across all classifications and employment types (inc. contracts that attract a loading in lieu of receiving paid leave benefits) counts as Continuous Service.</li> </ul>

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70	Defining Continuous Service for Parental Leave	40(18)(d) - Paid Parental Leave	Replace: "service under an unbroken contract of employment", with "any employment".  Insert: (iv) any service with a Contracted State Entity.
71	Paid Parental Leave of one week for non-primary care giver	40(18) - Paid Parental Leave	New subclause after (b): "A practitioner other than the primary care giver, who meets all other requirements under Clause 40(18)(a) shall be entitled to one week of paid parental leave at the base rate of pay."
72	Travel Allowance applies to secondment and clinical rotations	46	Delete from subclause 1(b) "or is seconded to work at another site". Insert at new subclause 1(c) "travelling to a site as part of a Secondment or clinical rotation at a location other than the practitioner's primary employing site, and the distance between that site and the practitioner's primary place of residence is greater than that of the primary employing site and the practitioner's primary place of residence;"  At subclause (2) insert "subject to those situations outlined in (1).
73	Notification of approval/declining claims for payment of entitlements and timely payment	49	Insert at (1)(b): " <b><i>The Employer must respond in writing to the practitioner's claim within two weeks</i></b> , any claim that is not accepted..."  Insert new subclause: "Once a claim has been accepted by the Employer, it shall be paid on the next pay day."
74	Recovery of costs associated with overpayments	50	Practitioners can recover reasonable costs from Employer, where an underpayment and/or overpayment results in additional costs to practitioner (eg accountant to resubmit tax)
75	Underpayments to be paid in next pay period	50(1)(a)(ii)	Delete: "where possible"

	Item	Relevant Clauses	AMA (WA)Position
76	Recovery of overpayments and details to provided to practitioners	50(2)	<p>Insert expanded provision, clarifying the role of the Employer when proving overpayments have been made.</p> <p>The Employer must identify and prove that an overpayment has been made. The Employer shall provide the practitioner with written details of the overpayment that must include:</p> <ul style="list-style-type: none"> <li>(a) the total amount of overpayment;</li> <li>(b) the reason for the overpayment, for every shift where an overpayment occurred (e.g. incorrect application of an allowance);</li> <li>(c) when the overpayments have occurred, including the shift that the overpayment relates to and the pay period that the overpayment was paid;</li> <li>(d) the scope to enter into a repayment arrangement within the limits set by the Financial Management Act 2006 (WA), this Agreement and Dept. of Commerce, Circular No.3 of 2012 - Recovery and Prevention of Overpayments and Underpayments;</li> <li>(e) a time to meet to discuss the overpayment, which will be during a practitioner's rostered duty; and</li> <li>(f) advise that the practitioner may bring a representative, including a representative of the Association, to any meeting.</li> <li>(g) a list of payments made to a practitioner or an outline of the total amounts that have been paid compared to what the Employer believes should have been paid, will not satisfy any of the requirements under this Clause.</li> </ul>
77	Recovery of Underpayments and Overpayments - Rolling A into base	50(i)(i)	Delete "either Arrangement A Salary or Arrangement B Salary," and replace with "Base Salary". See Item 40.
78	Salary Packaging	51(12)	Replace: "Schedule 1 - Table 3 Senior Practitioners - Arrangement B Salary" with "practitioner's Base Salary"
79	Dispute Settling Procedures - Practitioner entitled to follow DSP	54(2)(a) & (b)	Delete the requirement that only the Head of Department can raise a dispute under the Dispute Settling Procedures and amend to ensure the Head of Department or the practitioner can raise a dispute to the Director of Medical Services.
80	WACHS Schedules		<p>Schedules to reflect changes made in the main body of the Agreement, including:</p> <ul style="list-style-type: none"> <li>• Clause 2 - Reflect amendments in Item 15.</li> <li>• Clause 3 - Reflect amendments in Item 28 - permanent appointments.</li> <li>• Clause 4(1) - Delete "Where feasible the" and provide for travel and accommodation for immediate family.</li> <li>• Clause 5(2) - Continuous Service is not broken, provided a practitioner has not had a break in employment for more than 30 months.</li> <li>• New subclause after 5(4) - "Approved Professional Development Leave forms part of a practitioner's ordinary working hours, is rostered accordingly and forms part of a practitioner's professional commitment."</li> <li>• Clause 5(8) - Delete the following sentence from (iv): "Fares and expenses associated with leave under this clause shall be paid only in accordance with the policy governing the administration of the externally restricted cost centre." and amend to reflect that two business class air fares referred to in 30(8)(d) only apply in respect of one accrual of Overseas PDL that has been sought to be accessed in broken periods.</li> <li>• Reflect amendments noted Item 49 and 50, regarding On Call and Call-back</li> </ul>
81	Schedule 2 - Relocation expenses to be paid		<p>Schedule 2</p> <ul style="list-style-type: none"> <li>• Insert a new clause to provide for relocation expenses, in line with current government standards.</li> </ul>
82	Schedule 3 - Clarify access to bereavement leave	8	Amend Clause 8: A practitioner will have access to three days bereavement leave and rectify the consolidation error to reflect correct Clause reference it replaces.
83	Schedule 3 - Additional Senior Registrar classifications		<p>Schedule 3</p> <ul style="list-style-type: none"> <li>• Clause 2(11) - replace "The six "Registrar" classifications "Registrar 4th Year" to "Senior Registrar 2nd Year" inclusive do not apply.", with "The eight "Registrar" classifications "Registrar 4th Year" to "Senior Registrar 2nd Year" inclusive do not apply." and insert the following two rows to the table in 2(11):</li> <li>• Senior Registrar 3rd Year to DMO (Non Procedural) Year 1</li> <li>• Senior Registrar 4th Year to DMO (Non Procedural) Year 2</li> </ul>

	Item	Relevant Clauses	AMA (WA)Position
			<b>New Clauses</b>
84	Breastfeeding facilities and time	New Clause	<p>Each Employer will provide reasonable paid break time for a practitioner to express breast milk for her nursing child each time a practitioner has need to express the milk, or breastfeed the child within the workplace.</p> <p>Employers will provide, at every facility operated by the Employer, a comfortable place, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public, which may be used by the practitioner to express breast milk or breastfeed a child in privacy.</p> <p>Appropriate refrigeration will be available in proximity to the area for breast milk storage. Responsibility for labelling, storage and use is with the practitioner.</p> <p>If an Employer is unable to immediately provide such facilities, they will notify the Association in writing within 4 weeks of this Agreement being registered and outline their plans to implement appropriate facilities. Appropriate facilities must be provided within six months of this Agreement being registered.</p>
85	Physical Working Conditions - Security	New Clause	<p>Employers will provide practitioners:</p> <p>a) reserved car parking paid for by the Health Service and available for a practitioner recalled or required to commence or finish work when a shift penalty is applicable. The parking spaces must be well lit and in a secure place within 200 metres from the front door of the Health Service main entrance;</p> <p>b) timely access to security escort between the hours of 1800 and 0800.</p> <p>Where the above is currently not the case, the parties will consult to discuss how quickly the situation can be remedied.</p>
86	Review of Workload	New Clause	<p>A practitioner may request a workload review at any time. The purpose of the review is to identify whether the practitioner's workload is safe and reasonable. Where a review is requested, the Employer and practitioner shall consult and set out the practitioner's current duties and responsibilities in writing including each of the following elements where relevant:</p> <p>(i) Direct Public Patient Care and Related Activities – including ward rounds, outpatient clinics, pre-operative assessment, operating time, postoperative care, unit clinical meetings, inter-unit consultations, completion of operation reports, discharge summaries, case mix information and management of waiting lists.</p> <p>(ii) Management Administrative Responsibilities – including roster preparation, budget documents, Health Service reports.</p> <p>(iii) Clinical Research as required by the Health Service.</p> <p>(iv) Practice in a Distant Location – including time taken to travel to and from the distant location.</p> <p>(v) Non Clinical Time.</p> <p>The Employer and practitioner shall calculate the hours required to perform the tasks and responsibilities set out in writing. This includes taking into account that some aspects of the routine workload occur more frequently than others. The Employer and practitioner shall review the responsibilities and duties and any amendment to the responsibilities and duties to ensure a safe and reasonable workload shall be recorded in writing.</p>