



## DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**St John of God Health Care Inc T/A St John of God Health Care**  
(AG2021/5858)

### **ST JOHN OF GOD HEALTH CARE – AMA WA – MEDICAL PRACTITIONERS ENTERPRISE AGREEMENT 2021**

Health and welfare services

DEPUTY PRESIDENT MASSON

MELBOURNE, 15 JULY 2021

*Application for approval of the St John of God Health Care - AMA WA - Medical Practitioners Enterprise Agreement 2021.*

[1] An application has been made for approval of an enterprise agreement known as the *St John of God Health Care - AMA WA - Medical Practitioners Enterprise Agreement 2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by St John of God Health Care Inc T/A St John of God Health Care. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am 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. The undertakings are taken to be a term of the agreement.

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

[4] I note that several clauses of the Agreement may be inconsistent with the National Employment Standards. Given the National Employment Standards precedence clause at clause 6 of the Agreement, I am satisfied that the more beneficial entitlements of the NES will prevail.

[5] 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) I note that the Agreement covers the organisation.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 22 July 2021. The nominal expiry date of the Agreement is 30 September 2023.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE512264 PR731727>

**Annexure A**

**IN THE FAIR WORK COMMISSION**

**FWC Matter No.:**

AG2021/5858

**Applicant:**

St John of God Health Care Inc.

Section 185 – Application for approval of a single enterprise agreement

**Undertaking- Section 190**

I, Clare Francis, A/Group Manager HR and Employee Relations for St John of God Health Care Inc. give the following undertakings with respect to the St John of God Health Care - AMA WA - Medical Practitioners Enterprise Agreement 2021 ("the Agreement"):

1. I have the authority given to me by St John of God Health Care Inc. to provide this undertaking in relation to the application before the Fair Work Commission.
2. The Employer undertakes that for the purpose of the additional week of annual leave reflected at Clause 42 – Annual Leave sub clause (2) of the Agreement a continuous shift worker will also include a caregiver who is required to work shifts including weekends as reflected at Clause 22.2 of the Medical Practitioners Modern Award.
3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



\_\_\_\_\_  
Signature

13 July 2021  
Date

**Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.**



**St John of God Health Care – AMA WA – Medical Practitioners  
Enterprise Agreement 2021**

## **Introduction**

St John of God Health Care is committed to the dignity and worth of each person. We believe that work is a major forum in which we express and develop our dignity and grow towards fullness in human living.

We believe that conditions of work must be such that each person has the freedom and resources needed for growth and development towards wholeness.

St John of God Health Care is committed to the development and maintenance of an organisational culture that is person focused, committed to the Christian ministry of healing, and to the processes of Quality Caring.

St John of God Health Care has an organisational culture that promotes, encourages and facilitates individual and organisational growth and development towards quality service provision. It allows for flexibility and mutuality in the arrangements of working conditions. It is a culture that leads to greater job satisfaction and ever improving quality of patient care and services.

Involvement in this Agreement results in mutual commitment to the following:

### **St John of God Health Care Inc.:**

- (1) The provision of fair employment conditions.
- (2) Maintenance of safe working environments.
- (3) Opportunities for growth and development for each Caregiver.
- (4) Resources to facilitate optimum work processes and quality of services.
- (5) Participation in continual improvement of all work processes.
- (6) Provision of information and training to enable each Caregiver to understand and fulfil his or her obligations under this Agreement and to apply safe work practices.
- (7) Non requirement of Caregivers to perform duties outside their competence.
- (8) Provision of a regular cycle of appraisal and review of performance and developmental needs.
- (9) Involvement of Caregivers as participants in the general functioning of the workplace.

### **Each Caregiver:**

- (1) Provision of an honest day's work in accordance with the relevant Position Description.
- (2) Positive participation in the desired organisational culture of the hospital.
- (3) Involvement in learning that will facilitate personal and professional growth and development.
- (4) Observance of appropriate safety and security regulations.
- (5) Observance of the Employer's policies and procedures.
- (6) Participation in a regular cycle of appraisal and review of performance and developmental needs.

**CONTENTS**

PART ONE - PRELIMINARIES .....	5
1. TITLE .....	5
2. PARTIES .....	5
3. AREA AND SCOPE.....	5
4. TERM, EXPIRY AND RENEGOTIATION OF AGREEMENT .....	5
5. REPLACEMENT.....	5
6. COMPREHENSIVE AGREEMENT .....	5
7. DEFINITIONS .....	6
8. FLEXIBILITY TERM .....	8
9. COMMITMENT TO IMPROVED PRODUCTIVITY.....	10
10. DUTIES.....	12
11. PROBATION.....	12
12. SEPARATION.....	12
13. TIME NOT WORKED .....	13
14. CONTRACT OF SERVICE.....	13
PART TWO –JUNIOR MEDICAL OFFICERS.....	16
15. CLASSIFICATIONS.....	16
16. HOURS.....	16
17. ROSTERS .....	18
18. SHIFT WORK .....	18
19. PAYMENT FOR OVERTIME.....	19
20. PROFESSIONAL DEVELOPMENT LEAVE.....	19
21. PROFESSIONAL DEVELOPMENT ALLOWANCE.....	20
22. HIGHER DUTIES .....	21
23. SECONDMENT ARRANGEMENTS.....	21
PART 3 – SENIOR MEDICAL PRACTITIONERS.....	22
24. CLASSIFICATIONS AND SALARIES .....	22
25. HOURS.....	22
26. SHIFT WORK .....	23
27. HEAD OF DEPARTMENT ALLOWANCE .....	23
28. PROFESSIONAL DEVELOPMENT ALLOWANCE.....	24
29. AUTHORITY TO RENDER ACCOUNTS .....	24
30. PRIVATE PRACTICE COSTS.....	24
31. PROFESSIONAL DEVELOPMENT .....	25
PART FOUR – GENERAL PROVISIONS .....	27
32. PROFESSIONAL INDEMNITY.....	27
33. PROFESSIONAL RESPONSIBILITIES .....	27
34. ON CALL .....	28
35. SALARIES .....	30
36. PAYMENT OF WAGES.....	30
37. TIME AND WAGES RECORD .....	31

38.	CALCULATION OF PENALTIES.....	31
39.	FARES AND MOTOR VEHICLE ALLOWANCE .....	31
40.	UNIFORMS.....	31
41.	SUPERANNUATION .....	32
42.	ANNUAL LEAVE .....	33
43.	PUBLIC HOLIDAYS .....	34
44.	PERSONAL LEAVE .....	35
45.	LONG SERVICE LEAVE .....	37
46.	PARENTAL LEAVE .....	38
47.	COMPASSIONATE LEAVE.....	43
48.	FAMILY AND DOMESTIC VIOLENCE.....	44
49.	TIME OFF WITHOUT PAY .....	45
50.	JURY AND WITNESS SERVICE .....	45
51.	CULTURAL / CEREMONIAL OBLIGATIONS .....	45
52.	DEFERRED SALARY SCHEME .....	45
53.	FLEXIBLE WORK OPTIONS .....	46
54.	INTRODUCTION OF CHANGE AND REDUNDANCY .....	46
55.	CONSULTATION ABOUT CHANGES TO ROSTERS OR HOURS OF WORK.....	49
56.	LEAVE FOR OFFICE BEARERS .....	50
57.	DISPUTE SETTLEMENT PROCEDURE .....	50
58.	SIGNATORIES .....	52
	SCHEDULE A - SALARIES.....	53
	TABLE 1 – JUNIOR MEDICAL OFFICERS .....	54
	TABLE 2 - SENIOR MEDICAL PRACTITIONERS.....	56
	SCHEDULE B – EXISTING SENIOR DOCTORS AT ST JOHN OF GOD HOSPITAL MURDOCH EMERGENCY DEPARTMENT.....	58
	APPENDIX - FULL TIME MEDICAL PRACTITIONERS .....	66

## **PART ONE - PRELIMINARIES**

### **1. TITLE**

This Agreement shall be called the *St John of God Health Care – AMA WA – Medical Practitioners Enterprise Agreement 2021*.

### **2. PARTIES**

The parties to this Agreement shall be St John of God Health Care Inc. ('the Employer') and subject to compliance with the requirements of sections 185 and 201(2) of the *Fair Work Act 2009*, the Australian Salaried Medical Officers Federation of WA ("the Association").

### **3. AREA AND SCOPE**

- (1) This Agreement shall apply to Caregivers in the State of Western Australia and eligible for membership of the Association, employed by the Employer in any of the classifications set out in this Agreement other than those Caregivers employed in Senior Executive roles, or who are employed to work in research or non-medical fields. To avoid any doubt those Caregivers employed as Heads of Department at St John of God Midland Public Hospital are within scope of this Agreement.
- (2) Caregivers employed under the *St John of God Hospital Murdoch AMA Medical Practitioners Industrial Agreement 2013*, as at 27 March 2017, subject to a successful ballot, will to the extent of any inconsistencies elsewhere in the Agreement, be covered by the provisions of Schedule B. Provided that, at any time, such Caregivers may, in writing and with two weeks' notice, elect to be covered by the provisions of this Agreement and opt out of Schedule B. Such an election will have no impact on the Caregiver's anniversary/increment dates or level and, once made, cannot be reversed.

### **4. TERM, EXPIRY AND RENEGOTIATION OF AGREEMENT**

- (1) Subject to approval by Fair Work Commission this Agreement shall operate on and from 14 June 2021 subject to a successful ballot until 30 September 2023.
- (2) Negotiations for the replacement of this agreement shall begin at least six (6) months prior to the expiration date and the parties are committed to expeditiously progressing negotiations to finalise the new agreement prior to the expiration of this Agreement.
- (3) Notwithstanding the provisions of sub clauses (1) and (2) above, this Agreement shall continue to operate until it is cancelled, varied or replaced in accordance with the provisions of the *Fair Work Act 2009*.

### **5. REPLACEMENT**

This Agreement cancels and replaces the St John of God Health Care – AMA WA – Medical Practitioners Enterprise Agreement 2016.

### **6. COMPREHENSIVE AGREEMENT**

- (1) It is the intention of the parties that this Agreement be a comprehensive document applying to Caregivers covered by this Agreement to the exclusion of all applicable awards and industrial agreements. It is further intended that each provision of this Agreement is to be interpreted as not containing unlawful content and that each provision only operates in a manner that would not constitute unlawful content.



## Relationship to the National Employment Standards

- (2) This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

## 7. DEFINITIONS

In this Agreement:

**‘Association’** means the Australian Salaried Medical Officers Federation of WA.

**‘Caregiver’** means an employee of St. John of God Health Care Inc.

**‘Casual’** means a Caregiver engaged on an hourly basis with no guarantee of continual or additional employment.

**‘Child’** includes an adopted child, stepchild, ex-nuptial child or adult child.

**‘Consultant/Specialist’** means a medical practitioner who holds the appropriate higher qualification of a University or College, recognised under the Health Insurance Act 1973 (Cth) and the Australian Medical Council (“the AMC”), who is employed and practices in the specialty for which he/she is qualified. This includes a Fellow of the Australasian Chapter of Addiction Medicine.

**‘Continuous Shift Worker’** means a Caregiver who may be required, and is available, to regularly work rostered shifts on Sundays, public holidays or night shift.

**‘Credentials Committee’** means the committee established by the hospital to advise on the clinical privileges and scope of appointment appropriate to individual Medical Practitioners.

**‘Employer’** means St John of God Health Care Inc., or a person authorised by St John of God Health Care Inc. to exercise authority.

**‘Fixed term contract’** refers to a contract of employment in which a Caregiver is engaged for a specific purpose or for a specific period of time.

**‘General Practitioner’** and ‘General Medical Practitioner’ means a medical practitioner, other than a Senior Medical Practitioner or Consultant/Specialist, engaged in the provision of primary, continuing whole-patient care to individuals, families and their community not being a vocationally registered general practitioner.

**‘Health Service Medical Practitioner’** means a non-specialist medical practitioner who is not in a recognised training program and who is authorised to perform duties without requiring clinical supervision by a consultant / specialist or senior medical practitioner. The classification includes a general practitioner (not vocationally registered).

**‘Immediate Family’** means the Caregiver’s spouse or defacto spouse, or the child, parent, grandparent, grandchild or sibling of the Caregiver, their spouse or defacto spouse.

**‘Intern’** means a medical practitioner employed in a duly accredited hospital during the first year of relevant experience following graduation, prior to general registration by the Medical Board of Australia

**‘Junior Medical Officer (JMO)’** means a practitioner who is appointed as an Intern, Resident Medical Officer, Registrar, Senior Registrar, Trainee Medical Administrator, Trainee Psychiatrist, or Trainee Public Health Physician who may or may not be in a training program.

**‘Medical Advisory Committee’** means the committee established to advise the hospital on patient care and clinical practice.

**‘Medical Practitioner’** means a person, not being a body corporate, who is employed by the Employer and is registered under the Health Practitioner Regulation National Law (WA) Act 2010 as amended from time to time.

**‘NES’** means the National Employment Standards referred to in the *Fair Work Act 2009*.

**‘Ordinary rate’** means the rate of pay prescribed in Schedule A – Salaries, or Schedule B Appendix 1 of this Agreement.

**‘Ordinary time earnings’** means the ordinary rate, shift and weekend penalties.

**‘Part time’** means a Caregiver with a guaranteed minimum number of hours (inclusive of holidays and leave) who is regularly employed to work less hours than those prescribed for full-time Caregivers in any fortnightly period.

**‘Private patient’** means a patient who elects to accept responsibility to pay for medical care and the provision of hospital services. Patients who are covered under workers’ compensation or Motor Vehicle Third Party Insurance legislation or policies are deemed to be private patients for the purpose of this Agreement.

**‘Public holiday’** means New Year’s Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, Western Australia Day, Queen’s Birthday, Christmas Day, Boxing Day, or the days prescribed in accordance with the Public and Bank Holidays Act 1972.

**‘Public patient’** means a patient in respect of whom a hospital or health service provides comprehensive care, including all necessary medical, nursing and diagnostic services and, if they are available at the hospital or health service, dental and paramedical services, by means of its own staff or by other agreed arrangements.

**‘Registrar’** means a registered medical practitioner employed as a Registrar. A Registrar may be employed with or without the Part 1 Examination of an appropriate specialist qualification recognised by the AMC.

**‘Resident Medical Officer’** means a registered medical practitioner who is employed as a Resident Medical Officer in the second or subsequent years of relevant experience following graduation and who is not performing the duties of a Registrar.

**‘Senior Executive’** means any and all Chief Executive, Professorial, Director and/or Assistant Director roles employed by the Employer in WA.

**‘Senior Medical Practitioner’** means a medical practitioner who does not have a recognised specialist qualification but practices without clinical supervision exclusively in a specialist area recognised by the AMC or such other area recognised by the Employer as being a specialist area; and/or who clinically supervises other practitioners; and/or who has significant medical administration duties (50% as guide). Promotion to the position of Senior Medical Practitioner shall be by appointment only.

**‘Senior Registrar’** means a registered medical practitioner who is either appointed as a Senior Registrar, or a registrar who has obtained an appropriate specialist qualification acceptable to the AMC or equivalent recognised by the Employer.

**‘Sessional’** refers to an arrangement whereby a Caregiver is engaged in terms of numbers of ‘sessions’, i.e. periods of four hours. Where a Caregiver has been employed as “sessional” they shall be considered to be employed part-time with an equivalent number of contracted hours.

**‘SJG’** refers to St John of God

**‘Supervised Medical Officer’** means a registered non-specialist medical practitioner requiring clinical supervision by a Consultant / Specialist or Senior Medical Practitioner.

**‘Trainee Medical Administrator’** means a registered medical practitioner appointed to a recognised Medical Administration training position and enrolled in the Royal Australian College of Medical Administrators training program.

**‘Trainee Psychiatrist’** means a Registrar or Senior Registrar appointed to a training position recognised by the Royal Australian and New Zealand College of Psychiatrists.

**‘Trainee Public Health Physician’** means a registered medical practitioner appointed to a Public Health Medicine training program or an advanced trainee of the Australasian Faculty of Public Health Medicine appointed to a position within a public health service.

**‘Vocationally Registered General Practitioner’** means a medical practitioner registered under section 3F of the Health Insurance Act 1973.

## **8. FLEXIBILITY TERM**

- (1) The Employer and a Caregiver 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 arrangement 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;
    - (vi) Hours
    - (vii) Annual Leave
    - (viii) On Call
    - (ix) Shift Work
    - (x) Flexible Work Options.

In addition to those specific items listed in the above subclause and in recognition of the need for maximum flexibility within this Agreement, a Caregiver and the Employer may agree to mutually agreeable terms and conditions to be implemented in substitution of or in addition to the terms and conditions specified in this Agreement.

- (b) the arrangement meets the genuine needs of the Employer and Caregiver in relation to 1 or more of the matters mentioned in paragraph (a) and (b); and
  - (c) the arrangement is genuinely agreed to by the Employer and Caregiver.
- (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 Caregiver being better off overall than the Caregiver 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 Caregiver, that Caregiver 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 subclause must be resolved in accordance with Clause 57 - Dispute Settlement Procedure of this Agreement.
- (5) For the avoidance of doubt, providing information concerning the Association under this subclause does not mean that the 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 Caregiver; and
  - (c) is signed by the Employer and Caregiver and if the Caregiver is under 18 years of age, signed by a parent or guardian of the Caregiver; 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 Caregiver 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 Caregiver a copy of the individual flexibility arrangement at the time it is signed by the Caregiver and Employer.

- (8) The Employer or Caregiver 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 Caregiver agree in writing – at any time.

**9. COMMITMENT TO IMPROVED PRODUCTIVITY**

- (1) The Employer and Caregivers covered by this Agreement commit to actively cooperating in implementing changes in work and staffing practices designed to improve productivity (including matching staffing levels to patient needs), especially at the department, ward or unit level. Measures to be implemented at ward level may include but not be limited to:
- (a) self-rostering or request-based rostering;
  - (b) time off in lieu;
  - (c) variable shift lengths;
  - (d) deployment of Caregivers to busier areas within scope of their credentialed practice;
  - (e) work practice changes; and/or
  - (f) rostered annual leave at low activity times.
- (2) Provided that significant change, and permanent changes to rosters will be managed in accordance with clauses 54 – Introduction of change and Redundancy and 55 – Consultation about Changes to Rosters or Hours of Work as appropriate.

**Requesting a Caregiver to Take Leave**

- (3) Caregivers may, if requested by the Employer, agree to take accrued leave from time to time (including at short notice) where:
- (a) a downturn in activity requires a managed reduction in the number of Caregivers rostered to work, and other initiatives have been explored but have not achieved the desired results; or
  - (b) the Caregiver is carrying an excess accrued leave balance.

Provided that:

- (c) the accrued leave is taken at a mutually convenient time which may include taking leave at short notice; and
- (d) the Caregiver cannot be directed to take leave except in accordance with subclause (6) below.

**Employer Obligations**

- (4) The Employer must ensure that:
- (a) The provisions of this clause are applied equitably and without favouritism or prejudice;
  - (b) Caregivers have reasonable opportunity to use their accrued leave before accruals are deemed to be excess;

- (c) Caregivers who wish to bank leave for use within a reasonable period of it having become excess (e.g. for an extended leave period, overseas holiday etc) have their preferences recorded in a leave management plan;
- (d) Caregivers may elect to cash out any form of leave detailed in this clause subject to restrictions under legislation.

### **Definitions**

- (5) For the purposes of this clause:
  - (a) an excess accrued leave balance is:
    - (i) annual leave: any leave balance greater than 2x the Caregiver's annual entitlement;
    - (ii) shift/on call leave: any leave greater than the Caregiver's annual entitlement; and
    - (iii) long service leave: any leave balance accrued in the first 10 years of continuous service that remains unused at 13 years' continuous service; and any leave balance from each subsequent 5 years of continuous service (i.e. 10-15 years, 15-20 years etc.) that remains three years after a Caregiver reaches that 5 year milestone (i.e. 18 years, 23 years etc).
  - (b) a downturn in activity may be:
    - (i) unforeseen and unplanned (e.g. due to cancelled theatre lists) or
    - (ii) foreseen and planned (e.g. due to school holiday periods).

### **Managing Different Leave Types**

- (6) Subject to subclause (4), a Caregiver may be directed to take:
  - (a) excess accrued annual leave provided that no less than 2 weeks' notice must be provided; and the residual balance must be no less than 1.5x the Caregiver's annual entitlement. For example, a Caregiver who is entitled to 4 weeks' annual leave, with a balance of 8 weeks, may be directed to take up to 2 weeks.
  - (b) excess accrued shift / on-call leave provided that no less than 2 weeks' notice must be provided; and the residual balance must be no less than their annual entitlement. For example, a Caregiver entitled to 40 hours shift/on-call leave, with a balance of 50 hours, may be directed to take up to 10 hours.
  - (c) time off in lieu at any time without notice.
  - (d) excess LSL provided that:
    - (i) up to 4 weeks of a Caregiver's balance may be directed in any 12 months' period; and
    - (ii) no less than 4 weeks' notice must be provided.

### **Christmas/New Year Closedown**

- (7) Where the Employer temporarily closes a ward, unit or department over the Christmas/New Year period, a Caregiver may be directed to take paid annual leave during part or all of this period provided such direction is reasonable.

- (8) The period of the closedown may be up to two weeks and will encompass both Christmas and New Year.
- (9) Caregivers will be provided with a minimum 3 months' notice of the intention to close the area and the dates on which it will be closed.
- (10) A Caregiver will access their accrued leave to cover the period of closedown, provided that a Caregiver may request as an alternative:
  - (a) to continue working during the period, in which case the Employer will use its best endeavours to identify and offer alternative work (including non-clinical duties), work in another area of the Hospital or at another SJGHC Hospital or facility within the same geographic area subject to operational considerations;
  - (b) to take another form of paid leave, or leave without pay;
  - (c) to take annual leave in advance where they have no other form of paid leave available to them.

## **10. DUTIES**

The Caregiver will be required to work in accordance with his/her position description and the Employer's policies and procedures. Caregivers shall be provided with a job description stating the relevant duties and responsibilities of the position including responsibilities for clinical and non-clinical duties. The Employer may direct the Caregiver to carry out such duties as are within the Caregiver's credentialed parameters. Non-clinical duties mean duties not directly associated with the diagnosis or management of patients.

## **11. PROBATION**

- (1) The first three months of employment will be on a probationary basis during which time and notwithstanding the provision of clause 12 – Separation either party may terminate the contract by giving one weeks' notice in writing or payment or forfeiture in lieu thereof.
- (2) The Employer shall provide the Caregiver with an appraisal of his or her performance during the probationary period.
- (3) The period of probation may be extended up to three (3) months if the Caregiver fails to demonstrate the required standard of performance or conduct, or where a fair assessment of the Caregiver's performance cannot be made during this time due to:
  - (a) the nature of the work; or
  - (b) the circumstances in which it is performed; or
  - (c) the absence during the period of either the Caregiver or the Caregiver's supervisor.
- (4) The probationary period shall not apply if the Caregiver is appointed for a consecutive term.

## **12. SEPARATION**

### **Required Notice**

- (1) (a) The contract of service may be terminated by the Employer on any day by giving to the Caregiver the required period of notice in writing and the contract shall expire at the end of that period of notice.

- (b) After completion of the probationary period, the Caregiver's employment may be terminated by either the Caregiver or the Employer by giving (in writing):
  - (i) In the case of a Junior Medical Officer, not less than 4 weeks' notice; and
  - (ii) In the case of a Senior Medical Practitioner, not less than 3 months' notice.

Provided that the contract of service of a Caregiver engaged as a casual may be terminated by the Employer giving the Caregiver one hour's notice, subject to a minimum period of engagement of 3 hours inclusive of notice. Such notice need not be in writing.

- (c) The required notice period may be varied or dispensed with by agreement in writing between the Employer and Caregiver.
  - (d) Payment in lieu of part or all of the required period of notice may be made by the Employer if the required notice is not given.
  - (e) If a Caregiver fails to give the required notice or leaves during the notice period, the Employer may, at its discretion, deduct from any monies due to the Caregiver, an amount equal to the ordinary rate for the period of notice not given.
- (2) Nothing in this clause affects the Employer's right to dismiss a Caregiver:
- (a) without notice if the Caregiver:
    - (i) is guilty of any act, neglect or default or conduct which shall have the direct or indirect effect of causing any damage or discredit to the Employer; or
    - (ii) refuses to comply with any lawful or reasonable direction or order given to them by the Employer; or
    - (iii) ceases to hold a current AHPRA registration, Working With Children certification or any other licence which they require in order to practice.
  - (b) where, subject to regular performance appraisals, the Caregiver's performance has not satisfactorily met objective performance criteria.

#### **Certificate of Service**

- (3) Where a Caregiver whose service terminates requests a certificate of service, a certificate signed by the Employer stating the name of the Caregiver, the period of service, whether the service was full time or part time and the classifications in this Agreement in which work has been carried out, shall be provided.

#### **Portability of Entitlements**

- (4) The Employer supports the internal transfer of its Caregivers by ensuring leave entitlements and recognition of years of service are transferable between SJGHC sites.

#### **13. TIME NOT WORKED**

The Caregiver shall not be entitled to payment for any period of unauthorised absence.

#### **14. CONTRACT OF SERVICE**



- (1) Appointments shall be as agreed in writing between the employer and the Caregiver.
- (2) Appointments will be either full time, part-time, temporary/fixed term or casual.
- (3) The Employer's preferred form of employment is via permanent contracts.
- (4) A JMO may be employed on a part time basis at the classification of Resident Medical Officer and above provided that a JMO may be employed via a fixed term contract to align with their training requirements or for leave relief.
- (5) The Employer shall not employ an Intern as a casual Caregiver. An Intern shall ordinarily be employed on a full time basis; however, at the request of an intern the Employer may approve employment on a part time basis.

#### **Full Time**

- (6) For JMOs and Senior Medical Practitioners, ordinary full time hours will be 40 hours per week, averaged over a 4-week period.

#### **Part Time**

- (7) A Caregiver appointed part-time shall be guaranteed a minimum number of hours per fortnight which shall be specified in writing at the commencement of employment.
- (8) A Caregiver appointed part time shall be remunerated at a weekly rate pro rata to the rate prescribed for the class of work on which he/she is engaged.
- (9) A Caregiver appointed part-time shall be allowed leave entitlements in the same manner as a full time Caregiver on a pro-rata basis.
- (10) If a JMO 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.
- (11) A full time Caregiver's written request to work on a part time basis shall be appropriately considered and shall not be unreasonably refused.

#### **Casual**

- (12) A casual shall be paid 1/40th of the base weekly rate prescribed in Schedule A for each hour worked, plus 20% additional loading in lieu of paid leave entitlements as reflected in sub clause (14) below. Penalty rates shall be calculated exclusive of the casual loading. Provided that where a casual is engaged to work hours that incur an overtime payment the prescribed overtime payment shall be paid, but not also the 20% additional loading.
- (13) The minimum period of engagement for a casual Caregiver is three hours.
- (14) A casual shall not receive any of the paid leave entitlements prescribed in this agreement with the exception of long service leave (where deemed eligible), unpaid carer's leave (as provided in clause 44(11)), and those prescribed as applying to casuals in the NES of the *Fair Work Act 2009*.

#### **Casual Conversion**

- (15) The Employer will ensure it complies with the provisions contained within the *Fair Work Act 2009* (as amended) relating to offering casual conversion once the Caregiver has been employed for a minimum period of 12 months.

- (16) A casual Caregiver may request that their employment be converted to full-time or part-time employment in accordance with the provisions contained within the *Fair Work Act 2009* (as amended). Casual conversions will not apply where a casual Caregiver covered absences of permanent staff that are expected to return to work.

**Casual Set Off**

- (17) If a casual Caregiver is determined, or later agreed, that they were not a casual Caregiver and is entitled to be paid an amount for one or more relevant service related entitlements during the employment period, the Employer will offset the casual loading already paid to the Caregiver to satisfy in full or in part, the monetary value of the service related entitlements in accordance with the provisions contained within the *Fair Work Act 2009* (as amended).

**Temporary/Fixed Term**

- (18) Subject to this Agreement a Caregiver appointed as a temporary or pursuant to a fixed term contract shall accrue and be paid the same benefits as a permanent Caregiver.
- (19) Nothing in this Agreement shall restrict the right of the Employer or Caregiver to terminate the engagement within the specified term in accordance with the provisions of Clause 12 – Separation

## **PART TWO –JUNIOR MEDICAL OFFICERS**

The clauses referenced under Part Two – Junior Medical Officers, apply only to Caregivers engaged as Junior Medical Officers.

### **15. CLASSIFICATIONS**

(1) Caregivers engaged as Junior Medical Officers shall be placed within the relevant classification range prescribed in Schedule A – Table 1 according to years of relevant experience.

(2) A Caregiver shall progress through the applicable salary range by annual increments on their anniversary date subject to satisfactory performance.

(3) Subject to the provisions of this Agreement, a Caregiver shall be employed in accordance with the level of work performed.

(4) Classifications:

Intern - (Level 1)

Resident Medical Officer Year 1 to Year 3 - (Levels 2 to 4)

Registrar Year 1 to Year 7- (Levels 5 to 11)

Senior Registrar Year 1 to Year 2 - (Levels 12 to 13)

Supervised Medical Officer Year 1 to Year 9 - (Levels 5 to 13)

Trainee Medical Administrator Year 1 to Year 7 - (Levels 6 to 12)

Trainee Psychiatrist Year 1 to Year 7- (Levels 7 to 13)

Trainee Public Health Physician Year 1 to Year 7 - (Levels 6 to 12).

(5) The Employer shall use its best endeavours to advise Caregivers no less than four weeks prior to the commencement of each year of the clinical rotations they shall be required to complete, including the location. The Employer shall, subject to operational requirements, make every endeavour to accommodate a Caregiver's clinical rotation preferences. These rotations shall only be changed after consultation with the Caregiver.

(6) A Trainee Psychiatrist undertaking the first year of advanced training shall be paid as a Trainee Psychiatrist Year 6 and a Trainee Psychiatrist undertaking the second year of advanced training shall be paid as a Trainee Psychiatrist Year 7.

(7) A Caregiver who has received a specialist qualification in another clinical discipline, or is undertaking a dual fellowship, shall continue to progress automatically by annual increments, to a maximum of the classification of Senior Registrar, Year 2, for the period of their training.

(8) Registrars shall proceed to the classification of Senior Registrar Year 1 from the date of recognition by the relevant College of having satisfied all the requirements for admission to Fellowship of the College.

### **16. HOURS**

(1) A Caregiver's ordinary hours of duty shall be rostered in accordance with Clause 17 – Rosters.

- (2) Caregivers' hours of duty shall be allocated and worked having regard for training and occupational safety and health considerations.
- (3) The following minimum time off duty shall be provided:
  - (a) Eight days free from ordinary hours of duty in each 28-day cycle which where practicable shall include at least four days free from all duty (including on-call).
  - (b) At least two consecutive days off all duty (including on-call) in each 28-day cycle shall be provided and shall not be preceded by a night shift unless the Caregiver is rostered to work on evening or night shift on the day immediately following those rostered days off.
  - (c) Forty-eight consecutive hours free from all duty (including on-call) after not more than 12 days' work.
  - (d) Twelve evenings off, Monday to Friday inclusive between the hours of 6pm and 8am, in each 28-day cycle provided that the Association and the employer may agree in writing designated positions be exempted from the provisions of this subclause.
  - (e) Where practicable every second weekend (on average – excluding periods of leave) free from all duty (including on-call).
- (4)
  - (a) Rosters shall provide for at least an 8-hour break between periods of rostered duty. Where practicable the break shall be not less than 10 hours.
  - (b) If a Caregiver is required to resume rostered duty before having eight consecutive hours free from all duty (including call back requiring attendance at the workplace) the subsequent hours worked shall attract a 50% loading until the Caregiver is released from duty for eight consecutive hours without affecting other entitlements under this Agreement.
  - (c) The rostered hours of work of a Caregiver shall not exceed 75 hours in any period of seven consecutive days and not more than 140 hours in any period of 14 consecutive days.
- (5)
  - (a) Caregivers shall not normally be rostered to work more than four consecutive nights. Provided that a Caregiver may be rostered to work a maximum of five consecutive nights if the total number of rostered hours do not exceed fifty. If five consecutive nights are worked a Caregiver shall where practicable, be given the following two days free from all duty.
  - (b) Subject to subclauses (e) and (f), Caregivers shall not be rostered for duty for more than 15 consecutive hours, inclusive of rest breaks.
  - (c) Caregivers shall be rostered for duty for minimum periods of three hours.
  - (d) Where practicable, Caregivers will not ordinarily be rostered to work two shifts commencing on the same calendar day; nor will they be rostered for split shifts except by agreement.
  - (e) Caregivers commencing duty after 12 noon shall not be rostered for more than 12 consecutive hours inclusive of rest breaks.
  - (f) By written agreement with the Association, Caregivers may, having regard for other shifts applying to the Caregivers concerned, be rostered for up to thirteen (13) consecutive hours for a shift commencing after 12 noon.

- (g) Caregivers shall not be rostered to work or placed on call on a night shift prior to a period of leave unless in exceptional circumstances.
- (6) A Caregiver shall be entitled to a paid meal break of thirty minutes within each rostered period of duty. If a period of duty exceeds 10 hours, the Caregiver shall be entitled to a second paid meal break of thirty minutes. Provided that, in exceptional circumstances, a Caregiver may be required to work through their meal break.
- (7) A Caregiver not notified the previous day or earlier of the requirement to work additional hours beyond their rostered shift shall, if working additional hours for an hour or more, be provided with a meal voucher on the day of the additional hours (or the next working day if their rostered shift is after hours or on the weekend).
- (8) Caregivers shall, where appropriate, be provided with adequate accommodation and other appropriate facilities.
- (9) Where due to work commitments Caregivers are too tired to drive home safely, they shall be reimbursed reasonable expenses to travel home and to return to work to retrieve their car.
- (10) Notwithstanding any other provision of this Agreement, the employer, the Association and the affected Caregivers may agree to alternative arrangements for regulating hours of work.

## **17. ROSTERS**

- (1) Rostered hours shall take account of all clinical and non-clinical duties regularly required to be worked and shall include attendance at relevant mandatory training.
- (2) Caregivers' hours of work will be performed in accordance with a roster as required to meet the needs of the Employer and the availability of participating medical practitioners, which will align with either one or two consecutive pay period(s).
- (3) Rosters shall be provided to or made readily accessible to the Caregivers to whom the roster applies at least 14 days prior to their commencement.
- (4) The roster may be altered at the Employer's discretion if the Employer's requirements render such alteration necessary. Generally, except in cases of emergency or during periods of down turn in activity or where the Caregiver agrees, the roster will not be amended during its currency.
- (5) By agreement amongst themselves and if appropriate clinically and if cost neutral, Caregivers may replace one another for periods of rostered duty if the Caregivers receive approval from the appropriate Head of Department or nominee which shall not be unreasonably refused.

## **18. SHIFT WORK**

- (1) Where a Caregiver is rostered to work ordinary hours:
  - (a) between 6.00 pm and 8.00 am on a weekday they will be paid a loading of:
    - (i) 20% for hours worked between 6.00 pm and midnight; and
    - (ii) 25% for hours worked between midnight and 8.00 am.
  - (b) between midnight Friday and midnight on the following Saturday they shall be paid a loading of 50% for hours worked.

- (c) between midnight Saturday and 8.00 am on Monday they shall be paid a loading of 75% for hours worked, provided the shift commenced prior to 2400 hours on a Sunday.
- (2) Where a Caregiver is rostered to work ordinary hours on a Public holiday they shall be paid a loading of:
  - (a) 150% for the actual time worked on the holiday; or
  - (b) If the Employer and Caregiver agree, 50% for the actual time worked on the holiday together with an equivalent period of time off in lieu to be taken at a time convenient to the Employer.

Provided that the loading shall apply from midnight at the commencement of the public holiday through to 8.00 am the following day, provided the shift commenced prior to 2400 hours on the prescribed public holiday.

## **19. PAYMENT FOR OVERTIME**

- (1) Caregivers may be required (and/or rostered) to work reasonable overtime. Un-rostered overtime needs to be authorised which shall not be unreasonably refused. Where authorisation is refused, any dispute will be resolved in accordance with Clause 57 – Dispute Settlement Procedure.
- (2) Subject to sub clause (3), caregivers shall be paid at the rate of time and a half for paid hours in excess of 80 hours in any two week pay period (except on a Sunday when caregivers shall be paid at the rate of time and three quarters for paid hours in excess of 80 hours in any two week pay period), and at double time for paid hours in excess of 120 hours in any two week pay period.
- (3) Where a caregiver has, by mutual agreement, agreed to be rostered an average of 40 hours per week over a 4-week period, in accordance with Clause 14 – Contract of Service, sub clause (6), then, in lieu of the overtime prescribed in sub clause (2) above, they shall be paid at the rate of time and a half for paid hours in excess of 160 hours in any 4-week period and at double time for paid hours in excess of 240 hours in any 4-week period. Provided that the caregiver may withdraw from this arrangement with 4 weeks' notice, in which case they shall revert to being paid in accordance with sub clause (2) of this clause.
- (4) For the purposes of the overtime payment "paid hours" excludes hours paid for on call and/or call back.
- (5) In lieu of payment for overtime, the Employer and a Caregiver may agree in writing that the Caregiver be allowed time off proportional to the payment to which the Caregiver is entitled, to be taken at a time convenient to the Employer. *[For example if a Caregiver is entitled to 2 hours of overtime at time and a half they would accrue 3 hours of time off in lieu.]*
- (6) Annual Leave shall not be utilised for any period of rostered overtime.

## **20. PROFESSIONAL DEVELOPMENT LEAVE**

- (1) A Caregiver will be granted three (3) weeks Professional Development Leave (PDL) per annum (pro rata for part time), of which one week, if unused, will carry forward to the following year. Subject to any agreement to the contrary, written applications for all forms of PDL shall be made at least 2 months prior to the commencement of the leave. All reasonable endeavours will be made to accommodate leave requests. Subject to the one week of leave carried forward, leave not utilised in the year will lapse.
- (2) PDL is not able to be cashed out under any circumstances.

**St John of God Health Care – AMA WA – Medical Practitioners Enterprise Agreement 2021**

- (3) The Employer may approve requests from the Caregiver for PDL for the following purposes:
- (a) To attend work/study related courses or conferences to obtain or maintain higher medical qualifications (such activities must be compatible with current training / supervision requirements);
  - (b) To prepare for examinations being sat within 6 months of the leave being taken or to study for modules towards higher medical qualifications;
  - (c) To undertake clinically significant research associated with obtaining or maintaining higher medical qualifications with the approval of the Employer in relation to its educational value.
  - (d) Up to 4 days paid leave each calendar year to attend examinations within Australia or New Zealand for higher qualifications which have been approved by the Employer, provided that approval of this leave shall not be unreasonably withheld if the required notice period in sub clause (1) has not been possible due to late notification by the relevant College.
- (4) Professional Development Leave shall be paid at the rate of pay applicable at the time the leave is taken.
- (5) Professional Development Leave can be accessed in hours.
- (6) Time off with or without pay for additional study leave, conferences or other purposes, including interstate or overseas professional development opportunities, may be granted at the discretion of the Employer.

**21. PROFESSIONAL DEVELOPMENT ALLOWANCE**

- (1) Caregivers shall receive the following annual Professional Development Allowance, in addition to the salary referred to in Schedule A – Table 1, payable pro rata fortnightly from the commencement of the first full pay period on or after the dates specified.

	1 <sup>st</sup> full pay period on or after 14-Jun-21	1 <sup>st</sup> full pay period on or after 1-Oct-21	1 <sup>st</sup> full pay period on or after 1-Oct-22
Intern	\$5,863	\$5,921	\$5,980
Resident Medical Officer	\$5,863	\$5,921	\$5,980
Registrar	\$10,208	\$10,310	\$10,413
Senior Registrar	\$14,526	\$14,613	\$14,701
Supervised Medical Officer	\$10,208	\$10,310	\$10,413
Trainee Medical Administrator	\$10,208	\$10,310	\$10,413
Trainee Psychiatrist	\$10,208	\$10,310	\$10,413
Trainee Public Health Physician	\$10,208	\$10,310	\$10,413

- (2) The Professional Development Allowance is payable during periods of paid leave but is not counted as salary for any other purpose of this Agreement.
- (3) The adjustments in the rates reflect increases in line with general percentage salary increases.

**22. HIGHER DUTIES**

If directed, by the Employer, to act in a higher classified position and to perform the full duties and accept the full responsibilities of that higher classified position for more than ten consecutive days then a Caregiver will be paid at the higher ordinary hourly rate of pay whilst so engaged.

**23. SECONDMENT ARRANGEMENTS**

- (1) A JMO may by agreement be seconded to any other SJG Hospital, or other approved hospital, provided that satisfactory recognised supervision and training arrangements are in place.
- (2) Interns may be seconded in accordance with this subclause as appropriate to the Caregiver's training.
- (3) In the event that a JMO is seconded to work at another SJG Hospital outside the Perth metropolitan area the Caregiver shall be provided with reasonable accommodation, travel and expenses.
- (4) If the secondment is for the purposes of fulfilling a term/rotation as part of meeting prevocational or vocational training requirements, then the gaining SJG Hospital, or other approved hospital, will be considered their home base for the term/rotation.



### **PART 3 – SENIOR MEDICAL PRACTITIONERS**

The clauses referenced under Part 3 – Senior Medical Practitioners apply only to those Caregivers engaged as Senior Medical Practitioners.

#### **24. CLASSIFICATIONS AND SALARIES**

- (1) Caregivers engaged as Senior Medical Practitioners shall be paid the relevant annual salary prescribed in Schedule A – Table 2 – Senior Practitioners; pro rata for part time Caregivers.
- (2) Placement within the relevant classification range prescribed in Schedule A – Table 2 will be according to years of relevant experience. For the purposes of this clause “relevant” shall include post Fellowship training in Australia or equivalent recognised by the Employer.
- (3) A Caregiver shall progress through the applicable salary range by annual increments on their anniversary date subject to satisfactory performance.
- (4) Classifications:
  - (a) Health Service Medical Practitioner Year 1 to Year 3, (equivalent to Levels 14 to 16).
  - (b) Vocationally Registered General Practitioner Year 1 to Year 5, (equivalent to Levels 14 to 18).
  - (c) Medical Administrator Year 1 to Year 9, (equivalent to Levels 16 to 24).
  - (d) Non Specialist Qualified Medical Administrator Year 1 to Year 5, (equivalent to Levels 14 to 18).
  - (e) Senior Medical Practitioner Year 1 to Year 3, (equivalent to Levels 16 to 18).
  - (f) Consultant Year 1 to Year 9, (equivalent to Levels 16 to 24).
- (5) A Caregiver employed as a Consultant shall be appointed within the prescribed range Consultant Year 1 to Year 9 on the basis of years of experience gained in recognised specialist positions in Western Australia or elsewhere recognised by the Employer.
- (6) A Caregiver employed as a Vocationally Registered General Practitioner who ceases to maintain Vocationally Registered Status under the *Health Insurance Act 1973* shall thereafter be classified as a Health Service Medical Practitioner or Senior Medical Practitioner as appropriate.

#### **25. HOURS**

- (1) Ordinary hours may be worked over any day of the week, Monday to Sunday inclusive, and shall be arranged by the Employer to meet its needs.
- (2) A Caregiver may be required to work reasonable additional hours necessary to fulfil the requirements of the position consistent with professional practice. Additional hours worked will be paid at the ordinary rate for each completed hour where the hours are excessive and/or due to unusual or unforeseen circumstances, and prior approval has been obtained from the Employer.
- (3) Ordinary hours may include clinical service, teaching, training, supervision and attendance at meetings. Working time and activities not directly associated with the diagnosis or management of a particular patient (i.e. non-clinical time) will be managed by the Employer (or delegate e.g. Head of Department) with the expectation that it shall be rostered and subject to review, noting that it may be necessary for clinical demands to take precedence over non-clinical responsibilities and that access to

non-clinical time may reasonably fluctuate according to levels of activity in the hospital. Non-clinical activities must be carried out on site and the time cannot be used for private work or work for any other employer.

- (4) A Caregiver shall not be rostered to work or placed on call on a night shift immediately prior to a period of leave unless in exceptional circumstances.
- (5) Rostered on call and call back commitments are not included in calculation of ordinary hours.
- (6) The minimum period of engagement shall be 3 hours.

**26. SHIFT WORK**

- (1) Where a Caregiver is rostered to work ordinary hours:
  - (a) between 6.00 pm and 12 midnight on a weekday they shall be paid a loading of 12.75% for hours worked.
  - (b) between 12 midnight and 7.00 am on any weekday they shall be paid a loading of 16.5% for hours worked.
  - (c) between midnight Friday and midnight Saturday they shall be paid a loading of 32.5% for hours worked.
  - (d) between midnight Saturday and 7.00 am on the following Monday they shall be paid a loading of 47.5% for hours worked, provided the shift commenced prior to 2400 hours on a Sunday.
- (2) Where a Caregiver is rostered to work ordinary hours on a public holiday they shall be paid a loading of:
  - (a) 100% for the actual time worked on the holiday; or
  - (b) If the Employer and Caregiver agree, in lieu of being paid the loading be allowed an equivalent period of time off to be taken at a time convenient to the Employer. The Employer reserves the right to direct the Caregiver to take this leave and may determine the date on which such leave shall commence.

**27. HEAD OF DEPARTMENT ALLOWANCE**

Where the Employer appoints a Head of Department, they shall be remunerated by way of an annual Head of Department Allowance as per the table below, payable pro rata fortnightly with salary, or as otherwise negotiated between the Employer and the Caregiver. The Head of Department Allowance continues to be paid during periods of ordinary paid leave but is not counted as part of base salary for the purposes of this Agreement.

**Head of Department Annual Allowance Calculation**

Number of Caregivers under direct supervision and control	1 <sup>st</sup> full pay period on or after 14 June 2021	1 <sup>st</sup> full pay period on or after 1 October 2021	1 <sup>st</sup> full pay period on or after 1 October 2022
1-4	\$9,337	\$9,384	\$9,431
5-9	\$16,599	\$16,682	\$16,766

**St John of God Health Care – AMA WA – Medical Practitioners Enterprise Agreement 2021**

10-20	\$30,599	\$30,752	\$30,906
Over 20	\$49,274	\$49,520	\$49,768

"No. of Caregivers under direct supervision and control" shall mean all Caregivers reporting directly to, and performance managed by, the Head of Department.

**28. PROFESSIONAL DEVELOPMENT ALLOWANCE**

- (1) Full time caregivers shall receive the following annual Professional Development Allowance (pro rata for part time caregivers), payable fortnightly, from the first pay period on or after the dates specified.

FFPPOA 14 June 2021	FFPPOA 1 October 2021	FFPPOA 1 October 2022
\$28,856	\$29,000	\$29,145

- (2) Provided that this clause shall not apply to any Caregiver who is employed in accordance with Schedule B of this Agreement.
- (3) The allowance is increased in line with the general percentage salary adjustments and is payable fortnightly during periods of paid leave but is not counted as salary for any other purpose of this Agreement.

**29. AUTHORITY TO RENDER ACCOUNTS**

- (1) A Caregiver shall give to the Employer written authority to render accounts in the Caregiver's name after the Caregiver has assessed the fee for service. Income for all services provided shall be retained by the Employer which has been recognised in the determination of salaries included at Schedule A Table 2.
- (2) The Employer in acting as agent for the Caregiver shall ensure that no account is rendered which could place the Caregiver in breach of the *Health Insurance Act 1973* (Cwth). The Employer shall, if requested, provide to the Caregiver on a quarterly basis a statement detailing total amount of accounts rendered and amounts collected (exclusive of GST) in the Caregiver's name.
- (3) The Employer shall ensure that at all times the Caregiver can access relevant information of a patient's election to be a private patient which would satisfy Medicare Australia or other applicable health insurers of the election to be a private patient for those private patients admitted under the care of the Caregiver.
- (4) All Caregivers with the ability to charge private and compensable patients and others on whom a fee can legitimately be raised will maximise their rights to bill. The Employer will provide timely assistance to mutually achieve this goal.

**30. PRIVATE PRACTICE COSTS**

- (1) Where a Caregiver is engaged on a part time basis and the commitment to contracted hours impacts on the operation of the Caregiver's private practice, a payment by way of compensation for those costs may be negotiated by agreement to offset the fixed costs associated with maintaining the private practice on days worked with the Employer.
- (2) This payment, once approved by the Employer or its representative will be made proportionate to the Caregiver's contracted hours, for each hour, up to and including 20 hours per week.

- (3) The applicable hourly rate is reflected in the table below noting that the adjustments in the rates reflect increases in line with general percentage salary increases.

1.0% first full pay period on and from 14 June 2021	0.5% first full pay period on and from 1 October 2021	0.5% first full pay period on and from 1 October 2022
\$27.81	\$27.94	\$28.08

- (4) The above payment may be withdrawn should it be identified that a Caregiver is no longer incurring relevant private practice costs.
- (5) The payment will be made during periods of paid leave; however, will not be made during periods of leave without pay.
- (6) In the event that a Caregiver believes he or she is significantly disadvantaged they may raise that directly with the CEO of their hospital as a general grievance for review.

**31. PROFESSIONAL DEVELOPMENT**

**Leave**

- (1) A Caregiver will be eligible for up to three (3) weeks paid Professional Development Leave (PDL) per annum (pro rata for part time) in accordance with subclause (2). Subject to any agreement to the contrary, written applications for all forms of PDL shall be made at least 2 months prior to the commencement of the leave. All reasonable endeavours will be made to accommodate leave requests.
- (2) Professional Development Leave may be granted for the purposes of attending conferences, undergoing additional training or courses of study relevant to maintaining or enhancing a Caregiver’s scope of practice and which is of benefit to the Employer. Such attendances shall be inclusive of travel time.
- (3) Any period of untaken leave shall accumulate as provided for below or will lapse. Where a Caregiver is not able to take leave in the year it falls due the leave shall accumulate, provided that the maximum amount of leave that may accumulate shall be 6 weeks and that no more than 5 weeks may be taken in any 12-month period. PDL is not able to be cashed out under any circumstances.
- (4) Time off with or without pay for additional study leave, conferences or other purposes, including interstate or overseas professional development opportunities, may be granted at the discretion of the Employer.
- (5) Where attendance at a conference, meeting or like event is required in an official capacity in the course of their employment it shall not be counted as part of a Caregiver’s entitlement under this Clause.

**Expenses**

- (6) The Employer strongly supports the professional development of its Caregivers and an allowance, as reflected in Clause 28 is provided for this purpose. Caregivers are expected to fulfil their obligations for continuing professional development, as outlined by the respective Colleges and / or as required by the Employer. If required by the Employer to do so, a Caregiver must provide evidence (e.g. through production of a CPD certificate) that demonstrates, to the Employer’s satisfaction, that they have

fulfilled their professional development obligations. To avoid any doubt, this clause shall not apply to any Caregiver covered under Schedule B.

**Overseas Professional Development Leave**

- (7) The Employer will ensure that Caregivers who have accrued overseas professional development leave (i.e. have reached a defined 5-year milestone) since commencing with the Employer as a Transferring Employee from Swan Health Service will have that balance recognised and recorded.
- (8) Overseas professional development leave:
  - (a) may be used for any approved development purpose (in addition to the three weeks per annum as per (1) above) and will not expire; and
  - (b) may not be cashed out, and is not payable on termination under any circumstances.

## **PART FOUR – GENERAL PROVISIONS**

### **32. PROFESSIONAL INDEMNITY**

- (1) The Employer shall indemnify and keep indemnified the Caregiver from and in respect of all claims, demands, actions, proceedings, judgements, damages, losses, costs and expenses which may be brought against the Caregiver or which the Caregiver may suffer or incur or to which the Caregiver may be put as the consequence of any act done or omitted to be done by the Caregiver in the course of the engagement of the Caregiver by the Employer pursuant to and in accordance with the provisions of this Agreement provided that neither the Employer nor the Caregiver shall make any statement in respect of any act done or omitted to be done by the Caregiver 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) This Clause shall survive expiry of the Agreement and shall continue to apply to Caregivers even if such Caregivers have left the service of the Employer.

### **33. PROFESSIONAL RESPONSIBILITIES**

#### **Professional Responsibilities**

- (1) The parties recognise:
  - (a) the importance of clinical independence in the context of the appropriate clinical governance framework and the primacy of the personal responsibility of Caregivers to their patients.
  - (b) that Caregivers are professionally responsible and accountable to the statutory authorities including the Medical Board established under the *Health Practitioner Regulation National Law (WA) Act 2010*.
  - (c) that care for patients is subject to the Caregiver's Authorised Scope of Practice, which will be determined in accordance with the SJGHC Medical Practitioner By-laws at each hospital. Caregivers also have particular ethical and professional obligations and these are detailed in the By-laws – particularly in the Conduct Rules.
  - (d) that Caregivers are responsible and accountable under the ethical codes of the Employer and standards of relevant colleges and professional associations.
  - (e) the need to provide best practice services and for Caregivers to participate in the development and management of the health system and particular services.
- (2) The Employer undertakes to provide the appropriate time and resources for Caregivers to meet these responsibilities.
- (3)
  - (a) Caregivers shall undertake such professional and other duties as are from time to time prescribed by the Employer at each of the facilities in which the Caregiver from time to time works.
  - (b) Without limiting the generality of the foregoing or the primacy of the job descriptions, policies and procedures the Employer may from time to time prescribe, Caregiver agree to work diligently to improve productivity and efficiency and this work shall include but is not limited to:
  - (c) Heads of Departments will ensure that Caregivers at all levels will adhere to activity and cost of service targets that are set for their departments under activity based funding, as determined

and adjusted from time to time through the State budget. In doing so, Caregivers will undertake processes of continuous improvement in terms of efficiency, effectiveness and quality and safety of services.

### **Confidentiality**

- (4) A Caregiver shall not be bound, without the patient's consent, to divulge any information which the Caregiver has acquired in attending the patient to any person other than the Director of Medical Services or their Deputy or equivalent, other than in accordance with the requirements of this Agreement or as otherwise prescribed by law or any relevant agreement between the Association and the Employer.

### **Performance Management**

- (5) The parties are committed to operating appropriate Performance Management Systems to assist Caregiver and hospitals in providing quality services and positively addressing issues. The key component of this system is the regular involvement of all medical staff in performance appraisal.
- (6) The Employer shall ensure that in the case of interns, a performance review process shall commence as soon as possible but no later than six months after engagement to assist the Intern to satisfactorily progress.

### **Teaching**

- (7) The parties acknowledge the important role of Caregivers in providing training of doctors in training in the achievement and maintenance of a sufficient medical workforce. It is further acknowledged that adequate levels of training for doctors in training are necessary to the maintenance of acceptable standards of quality and safety.
- (8) The Employer may require a Caregiver, excluding interns, to engage in medical education/teaching as directed.

### **34. ON CALL**

- (1) A Caregiver may be rostered on call in accordance with clinical need determined by the Employer or its representative, and will be paid an allowance in accordance with this clause. No Caregiver shall be required to be on call more frequently than a ratio of 'one in three'. However subject to agreement by the Caregiver or in an emergency, an on call roster of more than a ratio of 'one in three' may be agreed.
- (2) A Caregiver rostered on call by the Employer must remain at such a place as will enable the Employer to readily contact him or her during the hours for which he or she has been placed on call, and be available for consultation and recall to the hospital as required by the Employer.
- (3) Once rostered, the onus lies with the Caregiver, except where they are sick or have a personal emergency, to either negotiate with their peers about altering the roster, or finding a colleague to cover their rostered commitment.
- (4) A Junior Medical Officer rostered on call shall be paid an hourly allowance of:
  - (a) From the first full pay period on or after 14 June 2021 - \$11.93
  - (b) from the first full pay period on or after 1 October 2021 - \$12.04
  - (c) from the first full pay period on or after 1 October 2022 - \$12.16

- (5) A Senior Medical Practitioner rostered on call shall be paid an hourly allowance of:
  - (a) From the first full pay period on or after 14 June 2021 - \$22.61
  - (b) from the first full pay period on or after 1 October 2021 - \$22.73
  - (c) from the first full pay period on or after 1 October 2022 - \$22.84
- (6) The adjustments in the above allowance rates reflect increases in line with general percentage salary increases.
- (7) An on call allowance will not be paid for any period where a Caregiver is in receipt of a recall payment.
- (8) The Caregiver shall not be required to remain on call whilst on leave or the day before commencing leave unless by mutual agreement between the Caregiver and the Employer

**Recall**

- (9) A Caregiver who is recalled to work:
  - (a) when on call shall be paid at time and a half for the first three hours and double time thereafter from the time the Caregiver commences work.
  - (b) when not on call shall be paid at double time and include time spent travelling to and from the place of employment.

Provided that a Caregiver who is recalled to work on:

- (c) a Sunday shall be paid at 175% for the first three hours, and 200% thereafter.
  - (d) any day between midnight and 6am at 200%.
  - (e) a public holiday shall be paid in accordance with either sub clause (a), (b), (c) or (d) above, in addition to the provisions contained at Clause 43 (3).
- (10) A Caregiver who is recalled to work will be paid a minimum of three hours provided that:
    - (a) subsequent recalls to duty:
      - (i) that commence within the initial three-hour period shall be paid only for actual time worked that extends beyond the initial three-hour period;
      - (ii) that commence after the completion of the initial three-hour period will be treated as a separate recall.
    - (b) a Caregiver who is recalled within three hours of commencement of normal duty the recall payment shall cease on commencement of normal duty.
  - (11) A Caregiver who is recalled to work will be reimbursed a motor vehicle allowance in accordance with Clause 39 – Fares and Motor Vehicle Allowance incurred in using their own motor vehicle in travelling to and from the Caregiver’s usual place of residence.
  - (12) The above recall payment will commence from the time the Caregiver starts work if rostered on call or if not rostered on call from the time the Caregiver embarks on the journey to attend the call provided



that if the Caregiver is recalled within two hours of commencing normal duty then, in lieu of the provision reflected at sub clause (9) (b) above, time spent travelling to work shall not be included.

- (13) Notwithstanding the provisions of this clause, if the Employer and the Caregiver agree, other arrangements may be made for compensation of on call and recall pursuant to Clause 8 – Flexibility Term.

### **35. SALARIES**

- (1) The base rate payable to Caregivers under this Agreement and the conditions pertaining to appointment and progression are prescribed in Schedule A – Salaries.
- (2) The weekly rate is calculated by dividing the annual salary by a divisor of 52.167. The hourly rate for a Caregiver shall be calculated by dividing the weekly rate by 40.

### **36. PAYMENT OF WAGES**

- (1) Wages shall be paid fortnightly by electronic funds transfer into one or more accounts (maximum three) nominated by the Caregiver held at any major bank, building society or credit union. Any costs associated with the establishment by the Caregiver of such an account and of the operation of it shall be borne by the Caregiver.
- (2) Each Caregiver shall be provided with a pay advice slip on each occasion that wages are paid, which will contain details in accordance with the *Fair Work Regulations 2009*.
- (3) Where payment is not made within the nominated time the Employer shall rectify the matter without delay.

#### **Overpayment of Wages**

- (4) Where a Caregiver is paid for work not subsequently performed or is overpaid in any other manner, the Employer is entitled to make adjustment to the subsequent wages or salaries of the Caregiver in accordance with this clause.

#### **One-off Overpayments**

- (5) Subject to sub-clauses (7) and (8), one-off overpayments may be recovered by the Employer in the pay period immediately following the pay period in which the overpayment was made, or in the period immediately following the pay period in which it was discovered that overpayment has occurred.

#### **Cumulative Overpayments**

- (6) Subject to sub-clauses (7) and (8), cumulative overpayments may be recovered by the Employer at a rate agreed between the Employer and the Caregiver, provided that the rate at which the overpayment is recovered is not at a lesser rate than the rate at which it was overpaid or up to 10% of the Caregiver's net pay per week, depending on which is the lesser amount.
- (7) In exceptional circumstances, other arrangements for the recovery of overpayments may be agreed between the Employer and the Caregiver.
- (8) The Employer is required to notify the Caregiver of their intention to recoup an overpayment, provide the Caregiver with details to sufficiently establish that an overpayment has occurred and to consult with the Caregiver as to the appropriate recovery rate.

### **Underpayment of Wages**

- (9) Where a Caregiver is underpaid in any manner, the Employer will rectify the error as soon as practicable with consideration to subclauses (10) and (11).
- (10) Notwithstanding sub-clause (9), an error shall be rectified no later than in the pay immediately following the date on which the Employer discovers, or is advised, that the error occurred.
- (11) Notwithstanding the provisions of sub-clause (10) a Caregiver shall be paid any underpayment immediately by way of a special payment where the underpayment of wages has created serious financial hardship.

### **Termination Payments**

- (12) Upon termination of employment, the Employer shall pay to the Caregiver all monies earned by or payable to the Caregiver as soon as practicable through the normal payroll system. Provided that:
  - (a) where the employment is terminated without notice in accordance with this clause the Employer shall, as soon as reasonably possible, pay all monies earned by or payable to the Caregiver;
  - (b) any outstanding debts or overpayments accrued by the Caregiver may be recovered from the final payment payable to the Caregiver on termination, if authorised by the Caregiver;
  - (c) by agreement the monies earned by or payable to the Caregiver may be paid by electronic funds transfer into the Caregiver's account(s).

## **37. TIME AND WAGES RECORD**

Records concerning a Caregivers employment with the Employer will be kept and maintained in accordance with the *Fair Work Act 2009* and associated regulations.

## **38. CALCULATION OF PENALTIES**

If a Caregiver works hours which would entitle that Caregiver to payment of more than one of the monetary penalties payable in accordance with the relevant overtime, public holidays, on-call and call back or shift and weekend work provisions of this Agreement, only the highest of any such penalty shall be payable. Consistent with Clause 14(12), penalty rates shall be calculated exclusive of the casual loading.

## **39. FARES AND MOTOR VEHICLE ALLOWANCE**

- (1) A Caregiver required and authorised to use his or her own motor vehicle in the course of their duties shall be paid an allowance of not less than 76 cents per kilometre.
- (2) The rate prescribed in subclause (2) shall be reviewed whenever this Agreement is renewed or replaced.
- (3) Nothing in this clause shall prevent the Employer and the Caregiver making other arrangements as to motor vehicle allowance not less favourable to the Caregiver.

## **40. UNIFORMS**

- (1) Where the Employer requires a uniform to be worn, an adequate supply of such uniforms shall be provided free of cost to the Caregiver on engagement. Thereafter uniforms will be replaced on an 'as required' basis provided that:

- (a) no uniform shall be replaced within 18 months of the date of issue;
  - (b) when a new uniform is issued the Caregiver shall be required to return the replaced uniform;
  - (c) uniforms provided by the Employer shall at all times remain the property of the Employer and must be returned to the Employer on termination. A failure to return hospital uniforms may lead to a delay in the processing of any termination payment and to the Employer deducting the cost of the uniforms from any monies owing to the Caregiver.
- (2) Uniforms shall not be worn other than in the course of, and in travelling to and from, employment.
  - (3) The cost of laundering uniforms shall be met by the Caregiver.
  - (4) Caregivers shall be responsible for the provision of appropriate clean, tidy and safe footwear.
  - (5) Nothing in this clause shall prevent the Employer and the Caregiver from making other arrangements regarding the laundry and supply of uniforms, provided that they are not less favourable to the Caregiver.
  - (6) The provisions of this clause shall not detract from the Employer's obligation pursuant to section 19 of the *Occupational Safety and Health Act 1984* to provide Caregivers with adequate personal protective clothing and equipment where it is not practicable to avoid the presence of hazards at the workplace.

#### **41. SUPERANNUATION**

- (1) The Employer shall contribute superannuation on behalf of the Caregiver in accordance with the requirements of the Superannuation Guarantee (Administration) Act 1992. The superannuation contribution reflects the maximum superannuation guarantee obligation and may change each year based on statutory limits or changes in superannuation rates or salary
- (2) Contributions shall at the option of the Caregiver be paid into either:
  - (a) the Health Employees' Superannuation Trust Australia (HESTA) fund; or
  - (b) such other complying superannuation fund or scheme as nominated by the Caregiver.
- (3) Where an election is not made by a Caregiver, contributions will be paid into HESTA.
- (4) Contributions into the nominated fund shall be paid monthly.
- (5) Contributions shall continue to be paid on behalf of a Caregiver in receipt of payments under the *Workers Compensation and Injury Management Act 1981*.
- (6)
  - (a) A Caregiver may elect in writing to receive a superannuation benefit in lieu of part of the salary to which he or she is otherwise entitled under this Agreement in accordance with the Employer's Salary Packaging Policy.
  - (b) This arrangement shall remain in force until terminated by mutual agreement or by either the Employer or the Caregiver providing one calendar months' notice.

## **42. ANNUAL LEAVE**

### **Entitlement**

- (1) (a) Each Caregiver will be entitled to 4 weeks' annual leave in respect of each year of continuous service. Annual leave will accrue on a progressive basis in respect of each ordinary hour worked and accumulates from year to year. Leave loading is included in base rates of pay and is not separately payable
- (b) In paragraph (a), "service" shall not include any period of unpaid leave other than the first 3 months of unpaid sick leave.
- (c) A JMO may apply for annual leave in advance of its accrual. Such an application will be assessed, on a case by case basis, having regard to the Caregiver's substantive contract of employment, subject to operational requirements and any approval being confirmed in writing between the Employer and Caregiver. The amount of annual leave, taken in advance, cannot exceed the amount that the Caregiver would have accrued in line with their substantive contract of employment. For example if the Caregiver had a 6 month fixed term contract the Caregiver would only be eligible to access up to 2 weeks of annual leave in advance.

### **Additional Annual Leave**

- (2) A Caregiver who meets the definition of a continuous shift worker will accrue an additional week's annual leave per annum (pro rata).
- (3) A Caregiver rostered to undertake on call shall accrue 8 hours of additional annual leave for each completed period of 120 hours so rostered up to a maximum of 40 hours of additional annual leave per annum.
- (4) The above additional annual leave shall be referred to as shift/on call leave and the maximum amount of additional leave that can be accrued under sub clause (2) and (3) is 40 additional hours during a qualifying period of employment.

### **Purchased Annual Leave**

- (5) A Caregiver may with approval of the Employer purchase up to 2 weeks of annual leave in accordance with the Employer's policy as amended from time to time. Purchased annual leave shall be added to the Caregiver's total annual leave accrual, and shall operate consistent with this clause. In the event that a Caregiver accrues an excess leave balance without proper approval the Employer may withdraw approval.

### **Timing of Payment**

- (6) The Caregiver is to be paid for a period of annual leave at the time payment is made in the normal course of employment, unless the Caregiver requests in writing that he or she be paid before the period of leave commences in which case the Caregiver is to be so paid.

Provided that, where annual leave is paid in advance, payment for time worked may be adjusted in the fortnightly pay period following the period of annual leave.

### **Termination**

- (7) If a Caregiver's employment terminates, the Caregiver shall be paid their accrued leave including any additional leave accrued by virtue of being a continuous shift worker or through time spent on call.

### **Taking Annual Leave**

- (8) Annual leave shall be taken at a time which is mutually convenient to the Employer and Caregiver. By agreement with the Employer, annual leave may be taken for double the period at half pay. The expectation is that leave will be taken in the year that it has accrued.
- (9) The Employer shall not unreasonably refuse the Caregiver taking, at any time suitable to the Caregiver, any period of annual leave the entitlement to which accrued more than 12 months before that time, subject to the Caregiver giving the Employer at least 2 weeks' notice of their intention to take their leave.
- (10) The Employer may direct a Caregiver who has accrued in excess of 2 years of annual leave to take an amount of annual leave that would result in a residual balance of no less than 1.5 times the Caregiver's annual leave entitlement. Provided that:
- (a) the Caregiver will be given at least 2 weeks' notice of the date on which leave will commence; and
  - (b) where a Caregiver has accrued extensive periods of leave and is not able to reduce their entitlement as required by this clause due to operational requirements or extenuating personal circumstances, a leave management plan will be agreed with the Head of Department or Director of Medical Services for taking the leave.
- (11) Annual Leave is to be paid and debited for the hours the Caregiver would have been rostered to work. Provided that annual leave will not be utilised for any absence beyond full time hours including hours that would have been paid as overtime.
- (12) All annual leave taken shall be paid at the rate of salary applicable at the time of taking such leave, and shall be inclusive of any regularly paid allowances.

### **Cash Out**

- (13) By agreement between the Employer and Caregiver, a Caregiver may request to cash out annual leave, provided that:
- (a) cashing out shall not result in the Caregiver's remaining accrued entitlements being less than 4 weeks;
  - (b) any agreement will be in writing and signed by the Employer and Caregiver;
  - (c) the Caregiver receives the full amount that would have been payable to the Caregiver had the Caregiver actually taken the leave; and
  - (d) the Employer cannot require a Caregiver to compact or cash out any annual leave entitlements.

### **Public Holiday Occurring During Annual Leave**

- (14) A Caregiver shall be entitled to a day's leave in lieu of a Public holiday, without deduction of pay, in respect of a Public holiday which occurs during the Caregivers' annual leave.

## **43. PUBLIC HOLIDAYS**

- (1) A Caregiver who works their ordinary hours on a Public holiday shall be paid in accordance with clause 18 or clause 26 as appropriate.

- (2) If a Caregiver is not required to work on a day solely because that day is a Public holiday, they will be paid at ordinary rates for the ordinary hours that they would have worked on that day.
- (3) In addition to sub clause (2), if a Caregiver is required to be on call on a day observed as a Public holiday during what would normally have been the Caregiver's ordinary hours, the Caregiver shall be allowed to observe the Public holiday on a day mutually acceptable to the Employer and the Caregiver. In addition, any recall performed while on call on a Public holiday shall be paid in accordance with Clause 34 – On Call sub clause (9) (e).

*[Example: A JMO Caregiver would have been rostered to work from 0800 – 1600 hours on a Monday. As the Monday is a Public Holiday they are not required to attend for that shift however they are subsequently rostered on call for the Public Holiday from 0800 to 0800 on the following day. During the above period they are recalled to work at 10.00am and again at 10.00pm on the Monday.]*

*In this example the Caregiver would receive their ordinary hours they would have worked on the Monday (i.e. 8 hours) at ordinary rates in accordance with Clause 43 sub clause (2).*

*In addition, as the Caregiver is rostered on call during the period they would normally have worked their ordinary hours, they will receive a public holiday in lieu, in accordance with Clause 43 sub clause (3).*

*For the recall at 10.00am the Caregiver will receive a minimum 3 hour recall payment at time and a half, in accordance with Clause 34 sub clause (9) (a).*

*For the recall at 10.00pm they will receive a minimum 3 hour recall payment however the first two hours will be paid at time and a half, in accordance with Clause 34 sub clause (9) (a), noting the recall is treated as a separate recall in accordance with Clause 34 sub clause (10) (a) (ii). The third hour of recall will be paid at double time in accordance with Clause 34 sub clause (9) (d).]*

- (4) If a Public holiday falls on a day that a Caregiver is not rostered to work then no additional payment or day in lieu will be provided.
- (5) To avoid any doubt, a Caregiver who is rostered to work a shift the length of which has been shortened because of the Public holiday shall be paid in accordance with subclause (1) for the ordinary hours that they would have worked on that day.

*[Example: A Caregiver would have been rostered to work 8 hours on a Monday and because a Public holiday fell on that Monday the Caregiver is only rostered to work 3 ordinary hours on this day. The Caregiver will be paid the 3 rostered ordinary hours in accordance with either Clause 18 or Clause 26 i.e. they would be paid 3 ordinary hours plus the applicable Public holiday loading for working ordinary hours on a Public holiday. In addition, the caregiver would receive 5 hours payment of ordinary hours as the Caregiver would have normally been rostered for 8 ordinary hours had it not been for the Public Holiday.]*

#### **44. PERSONAL LEAVE**

- (1) A full time Caregiver shall accrue 80 hours paid personal leave per annum to attend to:
  - (a) sick leave – a personal illness, or injury, of the Caregiver; or
  - (b) carer's leave – the care or support of a member of the Caregiver'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 in respect of each ordinary hour worked.

- (3) Unused portions of personal leave entitlement shall accumulate from year to year and may be taken in any subsequent year.
- (4) Where an application for payment exceeds the Caregiver's accrued entitlement, the excess may be offset against any future accrual or against monies otherwise payable to the Caregiver at the point of separation.
- (5) A Caregiver 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, the nature of illness or injury and the estimated duration of absence.
- (6) Unless otherwise directed, a Caregiver is allowed a maximum of five days' absence without a certificate from a registered health practitioner in any one accruing year provided that:
  - (a) a certificate must be provided for any absence of more than two consecutive days; or
  - (b) if it is not reasonably practicable to provide a certificate a Caregiver may provide a statutory declaration, subject to the Employer being satisfied that the circumstances preventing a medical certificate being obtained were 'not reasonably practicable'.
- (7) Payment for sick leave shall be at the base rate excluding shift, weekend and public holiday penalties.
- (8) The accrued entitlement to personal leave shall be reduced by the number of ordinary hours the Caregiver was rostered to work on the day the Caregiver was absent on personal leave.
- (9) A Caregiver who suffers personal ill health or injury whilst on annual leave shall be paid sick leave in lieu of annual leave subject to:
  - (a) providing a certificate from a registered health practitioner stating the illness or injury necessitated confinement to home or hospital;
  - (b) the portion of annual leave coinciding with the paid sick leave is to be taken at a time agreed by Employer and Caregiver or shall be added to the next period of annual leave; and
  - (c) payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken.
- (10) If a Caregiver suffers an injury within the meaning of s.5 of the *Workers' Compensation and Injury Management Act 1981 (WA)*, which necessitates that Caregiver being absent from duty, sick leave with pay shall be granted to the extent of sick leave credits. In accordance with s.80(2) of the *Workers' Compensation and Injury Management Act 1981 (WA)* if the claim for workers' compensation is decided in favour of the Caregiver, the sick leave credit shall be reinstated.
- (11)
  - (a) Caregivers (including casual Caregivers) are also entitled to up to two (2) days unpaid Carer's Leave for each occasion a member of the Caregiver's immediate family or household requires care or support because of the illness, injury or unexpected emergency of the member.
  - (b) Caregivers 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 Caregiver and the Employer agree.

- (12) A pregnant Caregiver shall not be refused sick leave by reason only that the "illness or injury" encountered by the Caregiver is associated with the pregnancy.

**45. LONG SERVICE LEAVE**

- (1) Subject to this clause, Caregivers shall be entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1958 (WA)* as amended from time to time.
- (2) Long service leave shall accrue at a rate equivalent to 13 weeks over 15 years, provided that a Caregiver shall be able to access accrued long service leave any time after the completion of 7 years' continuous service. Provided that long service leave shall not accrue on workers' compensation leave in excess of one month.
- (3) On termination of the Caregiver's employment:
- (a) by his or her death;
  - (b) in any circumstances otherwise than by the Employer for serious misconduct;
- the Caregiver shall be entitled to their accrued long service leave provided that they have completed no less than 7 years of continuous service with the Employer.
- (4) Long service leave may be accessed in single day periods.
- (5) Leave shall be granted and taken as soon as reasonably practicable after the right thereto has accrued or at such time or times as may be agreed between the Employer and the Caregiver.
- (6) By agreement between the Employer and Caregiver, a part time Caregiver or a Caregiver whose hours have changed from part time to full time may take his or her long service leave entitlement as a reduced period of full time equivalent time off. Such agreement shall not be unreasonably withheld by the Employer.
- (7) Long service leave may be taken at half pay for double the period accrued or double pay for half the period accrued with the agreement of the Employer.
- (8) A Caregiver may elect to cash out any amount of their accrued long service leave within any 12-month period, to be paid at ordinary rates provided that such election is to be made in writing by the Caregiver and approved by the Employer and the Caregiver is given an adequate benefit in lieu.
- (9) In the event that:
- (a) the Employer agrees to an arrangement (in writing) by which a JMO resigns employment, their substantive fixed term contract ceases or seeks authorised leave without pay, in order to pursue a course of study or alternative employment relevant to enhancing their professional development; and
  - (b) the JMO obtains a new appointment or returns to their substantive position with the Employer following such absence; and
  - (c) long service leave had not been previously recognised in cash payment; then

the break in employment, between the periods defined in sub clause (9)(a) and (9)(b) above, shall not count as service but shall not constitute a break in continuous service for the purposes of this clause only. The length of the break in continuous service between the periods defined in sub clause (9)(a)



and (9)(b) above shall not exceed 24 months, unless otherwise agreed between the Employer and the Caregiver.

#### **46. PARENTAL LEAVE**

- (1) Except as hereinafter provided, Caregivers 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:
- (a) 'adoption', in relation to a child, is a reference to a child who:
    - (i) is not the child (otherwise than because of the adoption) of the Caregiver or the Caregiver's spouse;
    - (ii) is less than 16 years of age; and
    - (iii) has not lived continuously with the Caregiver for 6 months or longer.
  - (b) '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.
  - (c) 'expected date of birth' means the day certified by a medical practitioner to be the day on which the medical practitioner expects the Caregiver or the Caregiver's spouse, as the case may be, to give birth to a child.
  - (d) 'parental leave' means leave provided for by subclause (3) of this clause.
  - (e) 'spouse' includes a de facto partner.

##### **Entitlement to parental leave**

- (3) (a) Subject to this subclause and to subclauses (4) and (5) hereof, a Caregiver is entitled to take up to 52 consecutive weeks of unpaid leave in respect of:
- (i) the birth of a child to the Caregiver or the Caregiver's spouse; or
  - (ii) the placement of a child with the Caregiver with a view to the adoption of the child by the Caregiver; or
  - (iii) the Caregiver has or will have responsibility for the care of the child.
- (b) A Caregiver 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;
  - (ii) has given the Employer at least 10 weeks' written notice of his or her intention to take the leave or 4 weeks in the event of concurrent leave that is to be taken in separate periods and is not the first of those periods. Provided that if it is not practicable to do so, then as soon as practicable which may be a time after the leave has started; and

(iii) has notified the Employer of the dates on which he or she wishes to start and finish the leave.

- (c) A Caregiver 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.

#### **Concurrent Leave**

- (4) (a) A Caregiver is not entitled to take parental leave at the same time as the Caregiver's spouse, except to the extent of concurrent leave of up to eight weeks authorised under the *Fair Work Act 2009*.
- (b) Concurrent leave may be taken in separate periods and must not be taken in a period of less than 2 weeks unless otherwise agreed by the Employer.
- (c) Concurrent leave must not start before the date of birth of the child if the leave is birth-related leave, or the day of placement of the child if the leave is adopted-related leave unless otherwise agreed by the Employer.

#### **Certification**

- (5) (a) A Caregiver 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 Caregiver or the Caregiver's spouse, as the case may be, is pregnant and the expected date of birth.
- (b) A Caregiver 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 Caregiver for adoption purposes; or
- (ii) a statement from the appropriate government authority confirming that the Caregiver is to have custody of the child pending an application for an adoption order.

#### **Notice of spouse's parental leave**

- (6) (a) A Caregiver 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 Caregiver's spouse in relation to the same child.
- (b) Any notice given is to be supported by a statutory declaration by the Caregiver as to the particulars notified.

#### **Transfer to a safe job**

- (7) (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 Caregiver make it inadvisable for the Caregiver to continue in her present position during a stated period (the risk period), the Caregiver shall, if the Employer deems it practicable, be transferred to a safe job with no other change to the Caregiver's terms and conditions of employment, and the Caregiver shall be paid for the safe job at the Caregiver'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 Caregiver shall be entitled to 'no safe job leave' where the Employer shall pay the Caregiver at the Caregiver's base rate of pay for the Caregiver'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*. Provided that 'no safe job leave' will cease when parental leave commences.

#### **When leave must commence**

- (8) (a) A pregnant Caregiver 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 Caregiver is fit to work.
- (b) If the leave is birth-related leave but subclause (8)(a) does not apply, the period of leave must start on the date of birth of the child or, in the case of an employee couple both taking parental leave, immediately after the end of the parental leave period taken by the spouse.
- (c) If the leave is adoption-related leave, the period of leave must start on the day of placement of the child or, in the case of an employee couple both taking parental leave, immediately after the end of the parental leave period taken by the spouse.
- (d) Provided that leave may start at any time within 12 months after the date of birth or day of placement of the child if the employee has a spouse who is not an employee and the spouse has a responsibility for the care of the child for the period between the date of birth or day of placement of the child and the start date of the leave.

#### **Right to request variation of Period of Parental Leave**

- (9) (a) Provided the aggregate of any leave does not exceed the period to which the Caregiver is entitled under subclause (3) hereof:
- (i) the period of parental leave may be lengthened once only by the Caregiver 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 Caregiver and the Employer.
- (b) The period of parental leave may, with the consent of the Employer, be shortened by the Caregiver giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

Notwithstanding provisions in subclause (3), a Caregiver 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.

#### **Cancellation of Parental Leave**

- (10) Any cancellation of parental leave shall be implemented in accordance with the provisions of the *Fair Work Act 2009*.

#### **Special Maternity Leave and Sick Leave**

- (11) (a) A female Caregiver is entitled to a period of unpaid special maternity leave if she is not fit for work during that period because:

- (i) she has a pregnancy-related illness; or
  - (ii) she has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.
- (b) If a Caregiver has an entitlement to paid sick leave she may take that leave instead of taking unpaid special maternity leave under this subclause.
- (c) The above period of leave shall be supported by a certificate from a duly qualified medical practitioner.
- (d) Special Maternity Leave (including paid sick leave accessed in accordance with this subclause) does not reduce the amount of unpaid parental leave available to a Caregiver.
- (e) A Caregiver 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 Caregiver who was transferred to a safe job pursuant to subclause (7) to the position she held immediately before such transfer.
- (f) Where such position no longer exists but there are other positions available, for which the Caregiver 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**

- (12) A Caregiver 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 Caregiver and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Caregiver is entitled to take up to two days' unpaid leave. Where paid leave is available to the Caregiver, the Employer may require the Caregiver to take such leave instead.

#### **Parental Leave and Other Leave Entitlements**

- (13) (a) A Caregiver may take any annual leave, long service leave, accrued time off or time off in lieu to which he or she is then entitled, in lieu of or in conjunction with parental leave, provided that it does not extend the period to which the Caregiver is entitled under subclause (3) hereof.
- (b) Paid authorised absences other than those referred to in subclause (13)(a) above shall not be available to a Caregiver during his or her absence on parental leave.

#### **Paid Parental Leave**

- (14) A Caregiver 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 (14)(c)(ii), the period of paid parental leave shall coincide with a period of parental leave.
  - (c) The entitlement to paid parental leave shall be:
    - (i) 14 week's 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.

- (d) The rate of pay for parental leave shall be based on the Caregiver's ordinary rate of pay prior to proceeding on leave.
- (e) The period of paid parental leave is reduced by any period of paid parental leave taken by the Caregiver's spouse in relation to the same child, except the period of one week's leave referred to in subclause (14)(c)(ii) hereof.
- (f) Paid parental leave must be taken in accordance with subclause (8), or consecutive with any period of paid parental leave taken by the Caregiver's spouse.
- (g) A Caregiver must have worked continuously for at least 6 months prior to the expected date of birth or adoption placement to be eligible for subsequent periods of paid parental leave. For 6 months' service 50% of the full entitlement will be payable and for each additional month of service completed, 1/12 of the full entitlement will be payable up to 12 months – being 100% entitlement.

**Return to work after parental leave**

- (15) (a) A Caregiver 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 Caregiver is entitled to the position he or she held immediately before starting parental leave.
- (c) If the position referred to in subclause (15)(b) is not available, the Caregiver is entitled to an available position:
  - (i) for which the Caregiver is qualified; and
  - (ii) that the Caregiver 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 Caregiver was acting in, or performing on a temporary basis the duties of, the position referred to in subclause (15)(b), that subsection applies only in respect of the position held by the Caregiver immediately before taking the acting or temporary position.
- (e) Notwithstanding the provisions of this clause, a Caregiver may request to return to work on a part time basis (or reduced part time basis in the case of an existing part time Caregiver) where the Caregiver is the parent, or has responsibility for the care of the child who is of school age or younger to enable the Caregiver to care for the child. Such a request may not be unreasonably refused.

**Effect of parental leave on employment**

- (16) Absence on parental leave:
  - (a) does not break the continuity of service of a Caregiver; 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**

- (17) (a) A Caregiver 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 Caregiver 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**

- (18) (a) A replacement is a person specifically engaged as a result of a Caregiver 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 Caregiver who is being replaced.
- (c) The Employer shall, before engaging a person to replace a Caregiver temporarily promoted or transferred in order to replace a Caregiver 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 Caregiver who is being replaced.
- (d) Provided that nothing in this subclause shall be construed as requiring the Employer to engage a replacement.

### **Casual Employment**

- (19) A Caregiver may elect to cease parental and adoption leave, subject to any mandatory period of absence, in order to return to employment with the Employer as a casual Caregiver for the duration of the period of absence that would otherwise have applied.
- (20) Provided that it is the Caregiver's responsibility to determine if working as a casual Caregiver during this period may affect other parental leave statutory entitlements.

### **Keeping in Touch Days**

- (21) A Caregiver may access, subject to agreement by the Employer, up to 10 keeping in touch days during the period of parental leave in accordance with the provisions of section 79A of the *Fair Work Act 2009* (as amended).

## **47. COMPASSIONATE LEAVE**

- (1) A Caregiver 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; and / or
- (b) on the death of a family member or any other person who immediately before that person's death lived with the Caregiver as a family member.
- (2) For the purposes of this clause, 'family member' means a member of the Caregiver's immediate family or a member of the Caregiver's household as defined in the *Fair Work Act 2009* as amended.

- (3) Caregivers 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 Caregiver and the Employer agree.
- (4) Caregivers are entitled to Compassionate Leave without loss of ordinary time earnings.
- (5) Payment for such leave shall be subject to the Caregiver providing evidence of the illness, injury or death.
- (6) The Employer shall make every endeavour to grant a Caregiver's request for paid accrued leave and unpaid leave of absence resulting from the Caregiver's need to take additional time off in conjunction with Compassionate Leave. Such a request must not be unreasonably refused.

#### **48. FAMILY AND DOMESTIC VIOLENCE**

- (1) A full time or part time Caregiver is entitled to access up to 5 days of paid family and domestic violence leave per annum (pro-rata for part time). This paid leave entitlement is available at the start of each twelve (12) month period of the Caregiver's employment and does not accumulate from year to year.
- (2) All Caregivers are also entitled to access up to 5 days of unpaid family and domestic violence leave per annum. This unpaid leave entitlement is available in full at the start of each twelve (12) month period of the Caregiver's employment and does not accumulate from year to year.
- (3) A Caregiver may take family and domestic violence leave if the Caregiver is experiencing family and domestic violence; and the Caregiver needs to do something to deal with the impact of the family and domestic violence; and it is impractical for the caregiver to do that thing outside the Caregiver's ordinary hours of work, which could include:
  - (a) Making arrangements for their safety, or safety of a close relative (including relocation);
  - (b) Attending to legal proceedings or court hearings;
  - (c) Accessing police services; or
  - (d) Attend counselling or appointments with medical practitioners or a social worker.
- (4) Family and domestic violence leave can be taken in periods of single or multiple days, or any separate periods to which the Employer and Caregiver agree, including periods of less than one day.
- (5) Unpaid family and domestic violence leave does not break a Caregiver's period of continuous service but does not count as service when calculating accumulated entitlements such as paid leave.
- (6) Caregivers in this situation will also be able to access personal and other forms of paid leave, leave without pay as necessary and may apply for financial assistance in accordance with the SJGHC Caregivers Facing Hardship Policy. Caregivers will also be provided with free independent counselling assistance to support them during such a time.

- (7) Managers will exercise compassion, flexibility and confidentiality in considering applications for leave to support those involved in family and domestic violence.
- (8) For the purposes of this Clause 48, family and domestic violence means violent, threatening or other abusive behaviour by a family member/close relative of a Caregiver that seeks to coerce or control the Caregiver and that causes them harm or to be fearful.
- (9) For the purposes of this Clause 48, a family member/close relative is a person who is a member of the Caregiver's immediate family; or is related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

#### **49. TIME OFF WITHOUT PAY**

Time off without pay for whatever purpose may be granted by agreement between the Employer and the Caregiver.

#### **50. JURY AND WITNESS SERVICE**

- (1) Caregivers summoned for jury service and giving prior advice to their manager will be granted paid leave subject to the procedures set out herein.
- (2) Caregivers summoned as a witness in relation to their official capacity and giving prior advice to their manager will be granted paid leave subject to the procedures set out herein.
- (3) Caregivers requesting time off for jury service must notify their manager on receipt of notice to attend.
- (4) Application for leave of absence for jury or witness service must be made on the standard Application for Leave form with a copy of the notice to attend attached.
- (5) If the practitioner is required to attend court prior to 12 noon, the Caregiver will not be rostered for night duty prior to court attendance.
- (6) If the Caregiver is on any form of paid leave, the leave involved in being a witness will be reinstated, subject to the satisfaction of the Employer.
- (7) On presentation of proof of appearance payment of salary will be made at the ordinary time through the payroll system.
- (8) The Employer will claim reimbursement from the Court.

#### **51. CULTURAL / CEREMONIAL OBLIGATIONS**

- (1) A Caregiver is entitled to access accrued paid leave for tribal/ceremonial/cultural obligations providing he/she has sufficient leave available.
- (2) Leave under this provision may be approved to meet the Caregiver's customs, traditional law and / or to participate in ceremonial and cultural activities.
- (3) Time off without pay may be granted by Agreement between the Employer and Caregiver.
- (4) The Employer may request reasonable evidence of the legitimate need for time off.

#### **52. DEFERRED SALARY SCHEME**



- (1) Permanent Caregivers will have access to the 4/5 pay option, 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 Caregiver, a Caregiver may be paid 80% of her/his normal salary under this Agreement, and any other relevant agreement upon the expiry of this Agreement, over a five-year period. The fifth year will then be taken as leave with pay with the accrued salary annualised over the year. The fifth year will be treated as continuous service.
  - (b) The leave may not be accrued unless the Employer agrees to accrual. 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 Caregivers 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. The Employer has the absolute discretion to determine the operational needs in this regard.
  - (c) Where a Caregiver is approved to participate in this arrangement, the 80% of salary shall then become the applicable salary for all purposes included overtime, shift penalties, superannuation, salary packaging etc.
  - (d) A Caregiver may withdraw from this arrangement by giving notice in writing at any time. She/he would then receive a lump sum equal to the accrued credit, paid at a time agreed between the Employer and Caregiver but not more than 3 months from the time of the Caregiver's withdrawal from the arrangement.
  - (e) A Caregiver who terminates his or her employment prior to the completion of the 4th year will be paid the accrued credit in their final payment.
  - (f) Any paid leave taken during the first four years of the arrangements will be paid at 80% of the Caregiver's normal salary, plus the applicable leave loading.
  - (g) It is the responsibility of the Caregiver to investigate the impact of entering into this arrangement on her/his superannuation, taxation, salary packaging and other benefits.

### **53. FLEXIBLE WORK OPTIONS**

- (1) At their instigation, Caregivers may elect in writing to participate in flexible working arrangements where these are offered by the Employer. These arrangements may include the facility for the Caregiver to 'purchase' additional leave, by electing to forego part of their salary in order to accrue an additional commensurate amount of leave. Such arrangements will be subject to the Employer's policy, and as stated clearly in written agreement between the Employer and Caregiver.
- (2) It will remain the responsibility of the Caregiver wishing to avail themselves of the flexibility to seek advice concerning potential implications for taxation, superannuation, salary packaging and other benefits.

### **54. INTRODUCTION OF CHANGE AND REDUNDANCY**

#### **Interpretation**

- (1) In this clause:

'Caregiver' does not include a Caregiver engaged on a casual or temporary basis or on a fixed term contract for the purposes of subclause (7) onwards;

'redundant' means the position is no longer required by the Employer to be undertaken because the Employer has decided that the job will not be done by any Caregiver.

For the purposes of this clause, an action of the Employer has a 'significant effect' on a Caregiver 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 Caregiver; or
- (b) there is to be elimination or reduction of a job opportunity, promotion opportunity or job tenure for the Caregiver; or
- (c) the guaranteed hours of the Caregiver's work are to significantly increase or decrease; or
- (d) the Caregiver is required to be retrained; or
- (e) the Caregiver is to be required to transfer to another job or work location; or
- (f) the Caregiver's job is to be restructured.

#### **Caregiver to be Informed**

(2) Where the Employer has decided to:

- (a) take action that is likely to have a significant effect on a Caregiver; or
- (b) make a Caregiver's position redundant,

the Caregiver is entitled to be informed by the Employer in writing, as soon as reasonably practicable after the decision has been made, of the action or the redundancy, as the case may be.

#### **Discussions to occur**

(3) The Employer shall thereafter hold discussions with the Caregiver affected as to:

- (a) the likely effects of the action or the redundancy in respect of the Caregiver; and
- (b) measures that may be taken by the Caregiver or Employer to avoid or minimise a significant effect; and
- (c) for the purposes of the discussion, provide, in writing, to the Caregiver:
  - (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 caregiver; and
  - (iii) any other matters likely to affect the caregiver.

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

(5) The Employer must give prompt and genuine consideration to matters raised about the major change by the caregiver or their representative, if one has been appointed in accordance with sub clause (6) (b) below.

**Other Parties to be informed**

- (6) (a) Where the Employer has made a definite decision to introduce major changes that are likely to have significant effects on Caregivers, the Employer shall notify and hold discussions with other interested parties, including the Association, in regard to the general nature of the changes.
- (b) If a Caregiver appoints a representative and notifies the employer of the identity of the representative, the Employer will recognise the representative for the purposes of consultation.

**Severance Pay**

- (7) (a) In addition to the period of notice prescribed in Clause 12 - Separation of this Agreement, for ordinary termination, a Caregiver 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.

<b>Period of Continuous Service</b>	<b>Severance Payment</b>
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 pay for the Caregiver 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 Caregiver 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 Caregiver; 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 Caregiver is absent from work except time for which a Caregiver 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 Caregiver with a business which has been transmitted from one Employer to another and the Caregiver's service has been deemed continuous in accordance with relevant State long service leave legislation, as amended from time to time, shall also constitute continuous service for the purpose of this clause.
- (d) Redundancy shall not be payable in the event of a transmission of business where comparable alternative employment is offered and accepted.

#### **Caregiver Leaving During Notice**

- (8) A Caregiver 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 Caregiver remained with the Employer until the expiry of such notice. Provided that in such circumstances the Caregiver shall not be entitled to payment in lieu of notice.

#### **Alternative Employment**

- (9) (a) 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 Caregiver.
- (b) Provided that where a Caregiver is offered and accepts alternative employment within St John of God Health Inc., continuity of service shall not be broken and any accrued entitlements shall be carried over to the new Employer. The Caregiver shall not be entitled to the benefits prescribed in subclause (7) of this Clause.

#### **Leave for Job Interviews**

- (10) (a) A Caregiver 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 Caregiver 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 Caregiver shall not receive payment for the time absent.

#### **Notice to Centrelink**

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

#### **55. CONSULTATION ABOUT CHANGES TO ROSTERS OR HOURS OF WORK**

- (1) Where the Employer proposes to change a Caregiver's regular roster or ordinary hours of work, the Employer must consult with the Caregiver or Caregivers affected and their representatives, if any.
- (2) The Employer will:

- (a) provide to the Caregiver or Caregivers affected and their representatives, if any, information about
    - (i) the proposed change i.e. information about the nature of the change to the Caregiver's regular roster or ordinary hours of work; and
    - (ii) when that change is proposed to commence; and
    - (iii) what the Employer reasonably believes will be the effects of the change on the Caregiver(s); and
    - (iv) any other matters that the Employer reasonably believes are likely to affect the Caregiver(s)
  - (b) invite the Caregiver or Caregivers affected and their representatives, if any, to give their views about the impact of the proposed change, including any impact in relation to their family or caring responsibilities; and
  - (c) give prompt and genuine consideration to any view about the impact of the proposed change that are given by the Caregiver or Caregivers concerned and/or their representatives, if any.
- (3) The requirement to consult under this clause does not apply where a Caregiver has irregular, sporadic or unpredictable working hours.
- (4) These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.
- (5) At any stage during this process a Caregiver may appoint a representative of their choice in writing. The Employer's obligation to consult or provide information to the representative only occurs after written notice is provided to the Employer.

#### **56. LEAVE FOR OFFICE BEARERS**





National Office bearers of Medical Colleges and their Faculties (formally recognised by the Australian Medical Council), the Medical Board and such associations as agreed between the Employer and the Association shall be allowed up to 5 days paid leave (pro rata for part time) each year to attend to the functions required of the Office.

#### **57. DISPUTE SETTLEMENT PROCEDURE**

- (1) Where a dispute concerning the operation of this Agreement 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 Caregiver or Caregivers concerned and where the Caregiver or Caregivers so request, the Caregiver/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 Caregiver or Caregivers concerned and where a Caregiver so requests, the Caregiver/s' Association or other representative who shall attempt to settle the dispute.

- (c) If the dispute is still not resolved it shall be considered jointly by the Employer, the Caregiver or Caregivers concerned and where any Caregiver so requests the Caregiver/s' Association or other representative who shall attempt to settle the dispute.
  - (d) Should the matter remain in dispute after the above processes and all reasonable attempts have been made to resolve the question, dispute or difficulty the matter may then be referred to Fair Work Commission for assistance in its resolution by conciliation and / or arbitration. If arbitration is necessary Fair Work Commission may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- (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.
  - (4) Provided that the Agreement may only be varied by arbitration for the purpose of removing ambiguity or uncertainty.

**58. SIGNATORIES**

Signed for and on behalf of St John of God Health Care Inc.:	In the presence of: <i>Clare Francis</i>
	
<p>Eve Dawson Group Manager, Human Resources and Employee Relations Level 1, 556 Wellington Street PERTH WA 6000</p>	Date: 22/06/2021
Signed for and on behalf of Caregivers	In the presence of: Warren Edwardes
	
<p>Dr David Mountain Branch Secretary Australian Salaried Medical Officers' Federation of WA. 14 Stirling Highway NEDLANDS WA 6009</p>	Date: 25/06/2021

**SCHEDULE A - SALARIES**

- (1) The increases payable to Caregivers covered by this Agreement are detailed in the tables below and include the following increases for the respective classifications defined:

**Table 1 – Junior Medical Officers:**

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Classification Level</b>	<b>Previously cited levels</b>	<b>FFPPOA 14/06/2021</b>	<b>FFPPOA 1/10/2021</b>	<b>FFPPOA 1/10/2022</b>
Intern	1	2.5%	1.25%	1.25%
RMO	2-4	2.1%	1%	1%
Registrar (incl Trainee positions where increments align with levels in Column B)	5-11	1.6%	1%	1%
Supervised Medical Officer Year 1 – 7	5-11	1.6%	1%	1%
Trainee Medical Administrator Year 7 and Trainee Public Health Physician Year 7	12	1.2%	0.6%	0.6%
Trainee Psychiatrist Year 6 and 7	12-13	1.2%	0.6%	0.6%
Supervised Medical Officer Year 8 and 9	12-13	1.2%	0.6%	0.6%
Senior Registrar	12-13	1.2%	0.6%	0.6%

**Table 2 – Senior Medical Practitioners:**

- (a) 1.0% from the first full pay period commencing on or after 14 June 2021 after a positive ballot.
  - (b) 0.5% from the first full pay period commencing on or after 1 October 2021.
  - (c) 0.5% from the first full pay period commencing on or after 1 October 2022.
- (2) Unless otherwise specified, progression within each classification for which there is more than one increment, shall be by automatic annual increments, subject to a satisfactory performance appraisal.
- (3) Progression between classifications shall be by appointment, subject to the Employer’s requirements.
- (4) In lieu of the salary provided in this Schedule, the Employer and Caregiver may agree to implement salary packaging arrangements. Such arrangements must be in accordance with the Employer’s salary packaging policy. The administrative arrangements for salary packaging will be entirely at the discretion of the Employer. Salary packaging arrangements entered into will be cost neutral in relation to the total employment cost of the Caregiver for the Employer.
- (5) Where an annual salary is specified, the weekly rate shall be calculated using a divisor of 52.167.



**TABLE 1 – JUNIOR MEDICAL OFFICERS**

Classification and Increment Point	Previously cited levels	Current Rates	First full pay period on and from 14-Jun-21	First full pay period on or after 01-Oct-21	First full pay period on or after 01-Oct-22
Intern	1	\$78,479	\$80,441	\$81,446	\$82,465
Resident Medical Officer Yr 1	2	\$86,328	\$88,141	\$89,022	\$89,913
Resident Medical Officer Yr 2	3	\$94,960	\$96,954	\$97,924	\$98,903
Resident Medical Officer Yr 3	4	\$104,456	\$106,650	\$107,716	\$108,793
Registrar Yr 1	5	\$109,678	\$111,433	\$112,547	\$113,673
Registrar Yr 2	6	\$115,163	\$117,006	\$118,176	\$119,357
Registrar Yr 3	7	\$123,800	\$125,781	\$127,039	\$128,309
Registrar Yr 4	8	\$129,990	\$132,070	\$133,391	\$134,724
Registrar Yr 5	9	\$136,489	\$138,673	\$140,060	\$141,460
Registrar Yr 6	10	\$143,314	\$145,607	\$147,063	\$148,534
Registrar Yr 7	11	\$150,479	\$152,887	\$154,416	\$155,960
Senior Registrar Yr 1	12	\$161,766	\$163,707	\$164,689	\$165,678
Senior Registrar Yr 2	13	\$169,854	\$171,892	\$172,924	\$173,961
Supervised Medical Officer Yr 1	5	\$109,678	\$111,433	\$112,547	\$113,673
Supervised Medical Officer Yr 2	6	\$115,163	\$117,006	\$118,176	\$119,357
Supervised Medical Officer Yr 3	7	\$123,800	\$125,781	\$127,039	\$128,309
Supervised Medical Officer Yr 4	8	\$129,990	\$132,070	\$133,391	\$134,724
Supervised Medical Officer Yr 5	9	\$136,489	\$138,673	\$140,060	\$141,460
Supervised Medical Officer Yr 6	10	\$143,314	\$145,607	\$147,063	\$148,534
Supervised Medical Officer Yr 7	11	\$150,479	\$152,887	\$154,416	\$155,960
Supervised Medical Officer Yr 8	12	\$161,766	\$163,707	\$164,689	\$165,678
Supervised Medical Officer Yr 9	13	\$169,854	\$171,892	\$172,924	\$173,961
Trainee Medical Administrator Yr 1	6	\$115,163	\$117,006	\$118,176	\$119,357
Trainee Medical Administrator Yr 2	7	\$123,800	\$125,781	\$127,039	\$128,309
Trainee Medical Administrator Yr 3	8	\$129,990	\$132,070	\$133,391	\$134,724
Trainee Medical Administrator Yr 4	9	\$136,489	\$138,673	\$140,060	\$141,460
Trainee Medical Administrator Yr 5	10	\$143,314	\$145,607	\$147,063	\$148,534
Trainee Medical Administrator Yr 6	11	\$150,479	\$152,887	\$154,416	\$155,960
Trainee Medical Administrator Yr 7	12	\$161,766	\$163,707	\$164,689	\$165,678
Trainee Psychiatrist Yr 1	7	\$123,800	\$125,781	\$127,039	\$128,309

**St John of God Health Care – AMA WA – Medical Practitioners Enterprise Agreement 2021**

<b>Classification and Increment Point</b>	<b>Previously cited levels</b>	<b>Current Rates</b>	<b>First full pay period on and from 14-Jun-21</b>	<b>First full pay period on or after 01-Oct-21</b>	<b>First full pay period on or after 01-Oct-22</b>
Trainee Psychiatrist Yr 2	8	\$129,990	\$132,070	\$133,391	\$134,724
Trainee Psychiatrist Yr 3	9	\$136,489	\$138,673	\$140,060	\$141,460
Trainee Psychiatrist Yr 4	10	\$143,314	\$145,607	\$147,063	\$148,534
Trainee Psychiatrist Yr 5	11	\$150,479	\$152,887	\$154,416	\$155,960
Trainee Psychiatrist Yr 6	12	\$161,766	\$163,707	\$164,689	\$165,678
Trainee Psychiatrist Yr 7	13	\$169,854	\$171,892	\$172,924	\$173,961
Trainee Public Health Physician Yr1	6	\$115,163	\$117,006	\$118,176	\$119,357
Trainee Public Health Physician Yr2	7	\$123,800	\$125,781	\$127,039	\$128,309
Trainee Public Health Physician Yr3	8	\$129,990	\$132,070	\$133,391	\$134,724
Trainee Public Health Physician Yr4	9	\$136,489	\$138,673	\$140,060	\$141,460
Trainee Public Health Physician Yr5	10	\$143,314	\$145,607	\$147,063	\$148,534
Trainee Public Health Physician Yr6	11	\$150,479	\$152,887	\$154,416	\$155,960
Trainee Public Health Physician Yr7	12	\$161,766	\$163,707	\$164,689	\$165,678

**TABLE 2 - SENIOR MEDICAL PRACTITIONERS**

Classification and Increment Point	Previously cited levels	Current Rates	1.0% First full pay period on or after 14-Jun-21	0.5% First full pay period on or after 01-Oct-21	0.5% First full pay period on or after 01-Oct-22
Consultant Yr 1/ Medical Administrator Yr 1	16	\$316,590	\$319,756	\$321,355	\$322,961
Consultant Yr 2/ Medical Administrator Yr 2	17	\$327,061	\$330,332	\$331,983	\$333,643
Consultant Yr 3/ Medical Administrator Yr 3	18	\$338,054	\$341,435	\$343,142	\$344,857
Consultant Yr 4/ Medical Administrator Yr 4	19	\$349,601	\$353,097	\$354,862	\$356,637
Consultant Yr 5/ Medical Administrator Yr 5	20	\$361,720	\$365,337	\$367,164	\$369,000
Consultant Yr 6/ Medical Administrator Yr 6	21	\$374,445	\$378,189	\$380,080	\$381,981
Consultant Yr 7/ Medical Administrator Yr 7	22	\$387,809	\$391,687	\$393,646	\$395,614
Consultant Yr 8/ Medical Administrator Yr 8	23	\$401,841	\$405,859	\$407,889	\$409,928
Consultant Yr 9/ Medical Administrator Yr 9	24	\$416,574	\$420,740	\$422,843	\$424,958
Health Service Medical Practitioner Yr 1	14	\$258,437	\$261,021	\$262,326	\$263,638
Health Service Medical Practitioner Yr 2	15	\$266,536	\$269,201	\$270,547	\$271,900
Health Service Medical Practitioner Yr 3	16	\$276,508	\$279,273	\$280,669	\$282,073
Snr Medical Practitioner Yr 1	16	\$285,184	\$288,036	\$289,476	\$290,923
Snr Medical Practitioner Yr 2	17	\$295,655	\$298,612	\$300,105	\$301,605
Snr Medical Practitioner Yr 3	18	\$306,647	\$309,713	\$311,262	\$312,818
Vocationally Registered General Practitioner Yr 1	14	\$267,112	\$269,783	\$271,132	\$272,488
Vocationally Registered General Practitioner Yr 2	15	\$275,212	\$277,964	\$279,354	\$280,751
Vocationally Registered General Practitioner Yr 3	16	\$285,184	\$288,036	\$289,476	\$290,923
Vocationally Registered General Practitioner Yr 4	17	\$295,639	\$298,595	\$300,088	\$301,589

**St John of God Health Care – AMA WA – Medical Practitioners Enterprise Agreement 2021**

<b>Classification and Increment Point</b>	<b>Previously cited levels</b>	<b>Current Rates</b>	<b>1.0% First full pay period on or after 14-Jun-21</b>	<b>0.5% First full pay period on or after 01-Oct-21</b>	<b>0.5% First full pay period on or after 01-Oct-22</b>
Vocationally Registered General Practitioner Yr 5	18	\$306,647	\$309,713	\$311,262	\$312,818
Non Specialist Qualified Medical Administrator Yr 1	14	\$267,112	\$269,783	\$271,132	\$272,488
Non Specialist Qualified Medical Administrator Yr 2	15	\$275,212	\$277,964	\$279,354	\$280,751
Non Specialist Qualified Medical Administrator Yr 3	16	\$285,183	\$288,035	\$289,475	\$290,922
Non Specialist Qualified Medical Administrator Yr 4	17	\$295,655	\$298,612	\$300,105	\$301,605
Non Specialist Qualified Medical Administrator Yr 5	18	\$306,648	\$309,714	\$311,263	\$312,819

**SCHEDULE B – Existing Senior Doctors at St John of God Hospital Murdoch Emergency Department**

**ARRANGEMENT**

1.	DEFINITIONS .....	58
2.	APPOINTMENT OF MEDICAL PRACTITIONER/CONTRACT OF SERVICE.....	58
3.	SALARIES AND SALARY RANGES .....	59
4.	PAYMENT OF WAGES .....	60
5.	AUTHORITY TO RENDER ACCOUNTS .....	60
6.	CASUAL MEDICAL PRACTITIONERS .....	60
7.	SESSIONAL MEDICAL PRACTITIONERS .....	60
8.	HOURS, ON CALL AND CALL BACK.....	61
9.	NO REDUCTION .....	62
10.	SHIFTS AND WEEKEND WORK.....	62
11.	ANNUAL LEAVE .....	63
12.	LONG SERVICE LEAVE .....	64
13.	PERSONAL LEAVE.....	64
14.	PROFESSIONAL DEVELOPMENT LEAVE.....	64

**1. DEFINITIONS**

In this Schedule:

“Medical Practitioner” means a person whose period of continuous employment with the Employer at SJG Murdoch Hospital Emergency Department commenced on or before 27 March 2017, subject to a successful ballot.

“Non-clinical duties” means duties not directly associated with the diagnosis or management of a particular patient. They may include administration, attendance at departmental meetings, formal teaching sessions, audit or other quality assurance activities.

"On Call" means being directed by the Employer to remain readily contactable and available to return to work.

"Vocationally Registered General Medical Practitioner" means a Medical Practitioner who has been granted Vocationally Registered status under the *Health Insurance Act 1973* (Cth) or accepted by the Employer as equivalent and undertaking an appropriate maintenance of professional standards programme.

**2. APPOINTMENT OF MEDICAL PRACTITIONER/CONTRACT OF SERVICE**

- (1) The number of hours for which a sessional Medical Practitioner is employed shall be agreed in writing between the parties prior to the commencement of employment. A Medical Practitioner’s hours may be varied with the agreement of the parties throughout the contract of employment.
- (2) With the exception of casual or short term contracts of employment all appointments shall provide permanent tenure.

- (3) Notwithstanding the provisions of sub-clause (1) a Medical Practitioner shall be appointed subject to a probationary period of six months. The Employer may, where performance issues remain of concern, extend the period of probation for a further period of up to six months. During the period of probation either party may terminate the employment contract by giving 4 weeks' notice 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 Credentials Committee.
- (5) Medical Practitioners shall be provided with a job description stating the relevant duties and responsibilities of the position including responsibilities for clinical and non-clinical duties and shall be appointed to work in accordance with his/her duty statement and the Employer's policies/procedures.

**3. SALARIES AND SALARY RANGES**

- (1) Medical Practitioners shall be paid in accordance with salaries detailed in the Appendix, adjusted pro-rata according to contracted hours. The weekly rate shall be calculated using a divisor of 52.167; the hourly rate shall be derived from the weekly rate, using a divisor of 40.
- (2) Salary/payment levels apply as follows:

General Medical Practitioner (GP) (not vocationally registered)	Levels 13-15 inclusive
Vocationally Registered General Medical Practitioner (VRGP)/Medical Practitioner (VRMP)	Levels 13-20 inclusive
Senior Medical Officer/Practitioner (Non-Specialist)	Levels 15-17 inclusive
Senior Medical Officer/Practitioner (Specialist Qualifications) / Specialist	Levels 15-24 inclusive

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

- (3) A Medical Practitioner employed to work as a Vocationally Registered General Medical Practitioner whose period of continuous employment by SJG Murdoch Hospital commenced:
  - (a) on or before 8 November 2013 may progress by annual increments to level 20 subject to satisfactory performance;
  - (b) after 8 November 2013 shall, subject to satisfactory performance, after eight (8) years relevant experience proceed to level 18. Provided that where the Medical Practitioner has attained:
    - (i) a Diploma of Emergency Medicine (ACEM); or
    - (ii) an equivalent or higher qualification related to the field of emergency medicine deemed suitable by the Director of Emergency Medicine.

they may progress by annual increment to Level 20.

- (4) In exceptional circumstances, where a Medical Practitioner has qualifications and/ or experience that in the opinion of the Director of Emergency Medicine warrants progression to level 18-20 as stated above, the Director of Emergency Medicine may approve such progression. For the purposes of this paragraph, 0.6 full time experience is equivalent to one year.

- (5) Salary payable on periods of paid leave taken shall, in addition to the rates prescribed under this Clause, include private practice allowance and annualised penalties as provided for at 10(1)(a) as appropriate.

#### **4. PAYMENT OF WAGES**

##### **Cumulative Overpayments**

- (1) Subject to sub-clauses (2) and (3) cumulative overpayments may be recovered by the Employer at a rate agreed between the Employer and the Medical Practitioner, provided that the rate at which the overpayment is recovered is not at a lesser rate than the rate at which it was overpaid or \$50 per week, depending on which is the lesser amount per pay period.
- (2) In exceptional circumstances, other arrangements for the recovery of overpayments may be agreed between the Employer and the Medical Practitioner.
- (3) The Employer is required to notify the Medical Practitioner of their intention to recoup an overpayment, provide the Medical Practitioner with details to sufficiently establish that an overpayment has occurred and to consult with the Medical Practitioner as to the appropriate recovery rate.

#### **5. AUTHORITY TO RENDER ACCOUNTS**

- (1) A Medical Practitioner shall give to the Employer written authority to render accounts in the Medical Practitioner's name after the Medical Practitioner has assessed the fee for service. Income for all services provided in the emergency department shall be retained by the Employer.
- (2) Medical Practitioners shall, in addition to the salary prescribed in the Appendix, be paid a private practice allowance calculated at 32 percent of the Medical Practitioner's salary as prescribed in the Appendix as appropriate.
- (3) The employer in acting as agent for a practitioner shall ensure that no account is rendered which could place the practitioner in breach of the Health Insurance Act 1973 (Cwth). The employer shall, if requested, provide to the practitioner on a quarterly basis a statement detailing total amount of accounts rendered and amounts collected (exclusive of GST) in the practitioner's name.

#### **6. CASUAL MEDICAL PRACTITIONERS**

- (1) Medical Practitioners may be employed by the Employer on a casual basis to provide cover where necessary for up to 6 months in any period of engagement.
- (2) Medical Practitioners so employed shall be engaged for minimum periods of 3.5 hours.
- (3) The ordinary rate payable shall be based on the appropriate salary rate prescribed in the Appendix with the addition of a 25% loading in lieu of leave entitlements.
- (4) The contract of service of a casual may be terminated by either party giving one hour's notice or payment or forfeiture, as the case may be, of one hour's salary in lieu thereof.
- (5) Provided that where required, additional remuneration may be provided to facilitate attracting casual Medical Practitioners to meet the Employer's needs.

#### **7. SESSIONAL MEDICAL PRACTITIONERS**

- (1) Sessional Medical Practitioners shall, in addition to the salary paid in the Appendix, be paid a private practice allowance calculated at 32 percent of the Medical Practitioner's salary as prescribed in the attached Appendix as appropriate.

Where a sessional Medical Practitioner has demonstrated the incurrence of private practice costs outside the hospital, a further loading may be negotiated by agreement.

- (2) (a) A session is a notional period of four hours spent by the Medical Practitioner in attending patients (and other duties as required by the Employer). A session can be a continuous working period or be made up of any combinations of part sessions. Where a sessional Medical Practitioner works sessions outside of 8 am to 6 pm Monday to Friday, or on public holidays, the rates detailed in Clause 10 shall apply.
- (b) Where a sessional Medical Practitioner is rostered on call for a specified period outside the agreed hours, payment shall be made in accordance with Clause 8.

#### **8. HOURS, ON CALL AND CALL BACK**

- (1) A full time Medical Practitioner may be rostered for 160 hours in any four-week cycle based on a nominal 40-hour week and determined in consultation between the Medical Practitioner and the Employer consistent with professional practice.
- (2) The maximum number of shifts in any four-week cycle shall be 16.

##### On Call

- (3) A Medical Practitioner placed on call shall be paid the following allowance for each hour on call:
  - (a) \$23.21 per hour effective first pay period on or after 14 June 2021
  - (b) \$23.33 per hour effective first pay period on or after 1 October 2021
  - (c) \$23.44 per hour effective first pay period on or after 1 October 2022

Provided that the allowance shall not be paid with respect to any period for which payment is made in accordance with sub clause (4) when the Medical Practitioner is recalled to work.

##### Recall

- (4) The Medical Practitioner, when recalled, shall be paid a minimum of three hours at the rate of time and one half and subsequent hours at the rate of double time.
- (5) Provided that any call back work performed between midnight and 6.00am shall be remunerated at the rate of double time.
- (6) The Medical Practitioner shall not be obliged to work for the minimum payment period if the work for which the Medical Practitioner was recalled is completed in less time, provided that if the Medical Practitioner is called out within two hours of starting work on a previous recall the Medical Practitioner shall not be entitled to any further payment for the time worked within that minimum payment period.
- (7) Payment for the recall shall commence from:
  - (a) In the case of a Medical Practitioner who is on call, the time the Medical Practitioner starts work;
  - (b) 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 where a Medical Practitioner is recalled within 2 hours prior to commencing normal duty, any time spent in travelling shall not be included in actual duty performed for the purpose of determining payment under this paragraph.



- (8) The Employer may request available Medical Practitioners who are not “on call” to provide additional services to the hospital by a mobile phone text message. Should a Medical Practitioner make themselves available to the Employer and provides such additional services, the Medical Practitioner shall be paid at the rate of double time for all hours inclusive of travel to and from work.
- (9) A Medical Practitioner who attends meetings initiated by the Employer outside rostered hours worked will be paid at ordinary time rates for attendance and reasonable travel time.
- (10) The provisions of this Clause may be varied by agreement between the Medical Practitioner and the Employer.

#### **9. NO REDUCTION**

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

#### **10. SHIFTS AND WEEKEND WORK**

- (1) Full Time Medical Practitioners as at 8 November 2013

- (a) A Medical Practitioner who commenced work on or before 8 November 2013 shall, in addition to the salaries prescribed in the attached Appendix hereof, be paid an annual loading of 20% payable fortnightly as part of salary, to compensate for the requirement to work evening, night, weekend and public holiday shifts.

Provided that a Medical Practitioner and the Employer may agree in writing to forgo this loading and be paid the loadings as prescribed in subclause (2) hereunder. Such an election once made cannot be reversed.

- (b) Medical Practitioners may on average be required to work, as a condition of their employment, four weekend day shifts and seven evening and night shifts in each cycle of 16 shifts. Provided that Medical Practitioners shall be expected to work the same proportion of evening, night, weekend and public holiday shifts as sessional Medical Practitioners.
- (c) Shifts agreed to be worked, other than arising from clause (8), that are in excess of 10subclause (1) (b) shall be paid for at the rate of time and one half for the first three hours and double time thereafter.
- (d) Where a shift, weekend or public holiday penalty is also applicable to the penalty outlined in the preceding paragraph, only the greater penalty shall be applicable.

- (2) All Other Medical Practitioners

A Medical Practitioner who commenced work after 8 November 2013; is employed on a sessional or casual basis; or who elected to be paid loadings as per subclause 10(1) (a) who:

- (a) begins a shift which commences at or after 12.00 noon and finishes after 6.00 pm, shall be paid a loading of 15% in addition to their ordinary rate for that shift.
- (b) works hours between 6.00 pm and midnight, shall be paid a 20% loading in addition to their ordinary hourly rate.
- (c) works hours between midnight and 7:00am, shall be paid a 25% loading in addition to their ordinary hourly rate.

- (d) agrees to work a broken shift, at the Employer's request, shall have each portion of that shift considered a separate shift for the purposes of this sub clause.
- (e) works ordinary hours on a Saturday shall be paid a loading of 50% in addition to their ordinary hourly rate. Hours worked between midnight Saturday and 7:00am Monday shall attract a loading of 75%, provided the shift commenced prior to 2400 hours on a Sunday.
- (f) works ordinary hours on a public holiday shall be paid, with respect to those ordinary hours, a loading of 150% in addition to his/her ordinary rate. Provided that, if the Employer agrees, the Medical Practitioner may be paid with respect to those ordinary hours, a loading of 50% in addition to his/her ordinary rate and, in addition, be allowed to observe the holiday on a day mutually acceptable to the Employer and the Medical Practitioner.
- (g) works hours that would entitle him/her to more than one of the loadings payable in accordance with this sub clause, will have only the highest loading apply.
- (h) Provided that in the case of casuals the loadings prescribed in this sub clause shall be calculated on the appropriate salary rate prescribed in the Appendix.

## **11. ANNUAL LEAVE**

- (1) Medical Practitioners other than those employed on a casual basis shall be entitled to six weeks' annual leave.
- (2) Annual leave will accrue on a progressive basis in respect of each ordinary hour worked, and the time during which the leave may be taken is subject to the approval of the Employer.
- (3) Additional annual leave
  - (a) On Call
    - (i) A Medical Practitioner can accrue up to a maximum of 40 hours of additional annual leave.
    - (ii) For each completed period of 120 hours rostered on call a Medical Practitioner shall accrue 8 hours of annual leave.
  - (b) Working Sundays and Public Holidays
    - (i) A Medical Practitioner can accrue up to a maximum of 40 hours of additional annual leave.
    - (ii) A Medical Practitioner who is rostered to work their ordinary hours on a Sunday and/or Public Holiday during a qualifying period of employment for annual leave shall receive an additional 8 hours leave for each seven ordinary shifts so worked.
- (4) The maximum amount of leave that can be accrued under sub clause (3) above is 40 additional hours of leave during a qualifying period.
- (5) All annual 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 annual leave, but such approval shall only remain in force for one year.

- (7) The Employer may renew the approval referred to immediately above for a further period of a year or further periods of a year but so that a Medical Practitioner does not at any time accumulate more than three years' entitlement.
- (8) Where the convenience of the Employer is served the Employer may approve the deferment of the commencement date for taking annual leave so that a Medical Practitioner accumulates more than three years' entitlement, subject to any condition which the Employer may determine.
- (9) When a Medical Practitioner who has received approval to defer the commencement date for taking annual leave under this sub clause next proceeds on annual leave, the annual leave first accrued shall be the first leave taken.
- (10) Notwithstanding the provisions of this Clause, the Employer may direct a Medical Practitioner to take accrued annual leave and may determine the date on which such leave shall commence.
- (11) Medical Practitioners upon request shall receive their ordinary pay and any allowances due to them for the period of their annual leave prior to going on such annual leave.
- (12) Annual leave loading has been annualised into the base salary.
- (13) Payment of unused annual leave shall be made on the death, resignation or retirement of a Medical Practitioner.
- (14) By agreement between the Employer and Medical Practitioner a Medical Practitioner may request to cash out annual leave, provided that such cashing out shall not result in the Medical Practitioner's remaining accrued entitlements being less than 4 weeks.

## **12. LONG SERVICE LEAVE**

- (1) A Medical Practitioner whose employment ceases through no fault of the employee and has at least 5 years of continuous service shall be provided with pro rata long service leave.
- (2) Where a Public holiday/s falls during a period of long service leave, and the Medical Practitioner would otherwise be entitled to a paid day off work, the period of long service leave is to be increased by one day.

## **13. PERSONAL LEAVE**

- (1) 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.
- (2) 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.

## **14. PROFESSIONAL DEVELOPMENT LEAVE**

- (1) Medical Practitioners shall be entitled to two weeks' professional development leave each year, inclusive of reasonable travel and preparation time which may, subject to written application, be used to study or attend work or study related course or conferences related to obtaining medical qualifications or maintaining professional standards. The Employer shall also give consideration to

written requests from Medical Practitioners to access up to an additional week where appropriate justification supports the granting of such leave. Where it is appropriate, the Medical Practitioner may be requested to provide a report to their colleagues and management.

- (2) If the whole or part of this leave is not taken it shall accumulate as provided for in (3) below, or will lapse.
- (3) The Employer shall provide cover to enable Medical Practitioners to take professional development leave. Provided that in exceptional circumstances, after the Employer has used its best endeavours to grant such leave, an application may be declined due to operational requirements. If a Medical Practitioner is not able to take leave in the year it falls due the leave shall accumulate. Provided that the maximum amount of leave that may accumulate shall be 6 weeks and that no more than 5 weeks may be taken in any 12-month period.
- (4) Reasonable conference, travel and accommodation expenses up to \$10,000 per annum (pro rata) shall be paid, within 21 days, following production of the appropriate receipts where it is agreed that a conference or course of study is relevant or beneficial to the Employer.
- (5) Study Leave: Additional paid study leave of up to one week and/or unpaid leave (and/or payment of additional expenses) may be agreed to by the Employer where a course of study, maintenance of professional standards or development program is relevant or beneficial to the Employer.

**APPENDIX - FULL TIME MEDICAL PRACTITIONERS**

CLASSIFICATION	LEVEL	Current	First full pay period	ffpp on or	ffpp on or
			on or after 14/6/21	after 1/10/21	after 1/10/22
			1.0%	0.5%	0.5%
GP (YR 1) VRGP / VRMP (YR 1)	<b>13</b>	\$228,941.05	\$231,230	\$232,387	\$233,549
GP (YR 2) VRGP / VRMP (YR 2)	<b>14</b>	\$239,321.09	\$241,714	\$242,923	\$244,137
GP (YR 3) VRGP / VRMP (YR 3) SNR MEDICAL OFFICER (NON SPECIALIST / SPECIALIST (YR 1) SPECIALIST (YR 1)	<b>15</b>	\$249,640.60	\$252,137	\$253,398	\$254,665
VRGP / VRMP (YR 4) SNR MEDICAL OFFICER (NON SPECIALIST / SPECIALIST (YR 2) SPECIALIST (YR 2)	<b>16</b>	\$260,015.45	\$262,616	\$263,929	\$265,248
VRGP / VRMP (YR 5) SNR MEDICAL OFFICER (NON SPECIALIST / SPECIALIST (YR 3) SPECIALIST (YR 3)	<b>17</b>	\$273,140.23	\$275,872	\$277,251	\$278,637
SNR MEDICAL OFFICER (SPECIALIST QUALS) (YR 4) SPECIALIST (YR 4)	<b>18</b>	\$280,221.78	\$283,024	\$284,439	\$285,861
SNR MEDICAL OFFICER (SPECIALIST QUALS) (YR 5) SPECIALIST (YR 5)	<b>19</b>	\$283,120.52	\$285,952	\$287,381	\$288,818
SNR MEDICAL OFFICER (SPECIALIST QUALS) (YR 6) SPECIALIST (YR 6)	<b>20</b>	\$287,339.69	\$290,213	\$291,664	\$293,122
SNR MEDICAL OFFICER (SPECIALIST QUALS) (YR 7) SPECIALIST (YR 7)	<b>21</b>	\$296,773.13	\$299,741	\$301,240	\$302,746
SNR MEDICAL OFFICER (SPECIALIST QUALS) (YR 8) SPECIALIST (YR 8)	<b>22</b>	\$302,674.41	\$305,701	\$307,230	\$308,766
SNR MEDICAL OFFICER (SPECIALIST QUALS) (YR 9) SPECIALIST (Yr 9)	<b>23</b>	\$315,423.65	\$318,578	\$320,171	\$321,772
SNR MEDICAL OFFICER (SPECIALIST QUALS) (YR 10) SPECIALIST (YR 10)	<b>24</b>	\$331,194.58	\$334,507	\$336,179	\$337,860

## IN THE FAIR WORK COMMISSION

### FWC Matter No.:

AG2021/5858

### Applicant:

St John of God Health Care Inc.

Section 185 – Application for approval of a single enterprise agreement

## Undertaking- Section 190

I, Clare Francis, A/Group Manager HR and Employee Relations for St John of God Health Care Inc. give the following undertakings with respect to the St John of God Health Care - AMA WA - Medical Practitioners Enterprise Agreement 2021 ("the Agreement"):

1. I have the authority given to me by St John of God Health Care Inc. to provide this undertaking in relation to the application before the Fair Work Commission.
2. The Employer undertakes that for the purpose of the additional week of annual leave reflected at Clause 42 – Annual Leave sub clause (2) of the Agreement a continuous shift worker will also include a caregiver who is required to work shifts including weekends as reflected at Clause 22.2 of the Medical Practitioners Modern Award.
3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



\_\_\_\_\_  
Signature

13 July 2021  
Date