



# DECISION

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

## **Royal Flying Doctors Service of Australia (Western Operations)** (AG2022/165)

### **ROYAL FLYING DOCTOR SERVICE OF AUSTRALIA, (WESTERN OPERATIONS) MEDICAL PRACTITIONERS ENTERPRISE AGREEMENT 2019**

Health and welfare services

DEPUTY PRESIDENT BEAUMONT

PERTH, 22 FEBRUARY 2022

*Application for Approval of the Royal Flying Doctor Service of Australia, (Western Operations) Medical Practitioners Enterprise Agreement 2019*

[1] Royal Flying Doctors Service of Australia (Western Operations) has made an application for the approval of an enterprise agreement known as the *Royal Flying Doctor Service of Australia (Western Operations) Medical Practitioners Enterprise Agreement 2019* (the **Agreement**). The application was made under s 185 of the *Fair Work Act 2009* (Cth) (the **Act**). The Agreement is a single enterprise agreement.

[2] The Applicant 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.

[3] In compliance with s 190(4) of the Act, the bargaining representative's views regarding the undertakings proffered were sought. They were provided with the opportunity to raise and address any objections they had to the undertakings proffered by the Applicant. No objection was raised.

[4] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying declarations, 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.

[5] The Australian Salaried Medical Officers Federation Western Australia Branch (the **organisation**), 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), and based on the declaration provided by the organisation, I note that the organisation is covered by the Agreement.

[6] The Agreement was approved on 22 February 2022 and, in accordance with s 54, will operate from 1 March 2022. The nominal expiry date of the Agreement is 30 September 2023.



DEPUTY PRESIDENT

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**Annexure A**

THE FAIR WORK COMMISSION

FWC Matter No.:

AG2022/165

Applicant:

Royal Flying Doctors Service of Australia (Western Operations)

**Section 185 – Application for approval of a single enterprise agreement**

**Undertaking – Section 190**

I, Lorelle Trotter, General Manager People, Culture & Projects, have the authority given to me by Royal Flying Doctors Service of Australia (Western Operations) to give the following undertakings with respect to the Royal Flying Doctor Service of Australia, (Western Operations) Medical Practitioners Enterprise Agreement 2019 ("the Agreement"):

1. That clause 16(7) of the Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between clause 16(7) of the Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature:



Date: 18 February 2022



Royal Flying Doctor Service  
WESTERN AUSTRALIA

# **ROYAL FLYING DOCTOR SERVICE OF AUSTRALIA, (WESTERN OPERATIONS) MEDICAL PRACTITIONERS ENTERPRISE AGREEMENT 2019**

**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.**

## 1. -TITLE

This Agreement shall be known as the *Royal Flying Doctor Service of Australia, (Western Operations) Medical Practitioners Enterprise Agreement 2019 (Agreement)*.

## 2.-ARRANGEMENT

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### 3.-APPLICATION AND PARTIES BOUND

- (1) This Agreement Covers:
  - (a) Royal Flying Doctor Service of Australia (Western Operations);
  - (b) Employees that work for the Royal Flying Doctor Service of Australia (Western Operations) Medical Department as registered Medical Practitioners; and
  - (c) The Australian Medical Association (Western Australia) Incorporated, subject to section 201(2) of the FW Act being met.
- (2) This Agreement replaces the Royal Flying Doctor Service of Australia (Western Operations), Medical Practitioners Industrial Agreement 2016.

### 4.-TERM OF AGREEMENT

- (1) This Agreement will operate 7 days from the date it is approved by the FWC (**Commencement Date**). This Agreement will have a nominal expiry date of 30 September 2023, unless this is varied by agreement and in accordance with the FW Act.
- (2) Negotiations for a new Agreement shall commence 6 months prior to the nominal expiry date (unless otherwise agreed between the Association and RFDS) and the parties are committed to expeditiously progressing negotiations to finalise the new Agreement prior to the expiration of this Agreement.

### 5.-DEFINITIONS

**"Aeromedical Consultant"** means a Medical Practitioner who is directly appointed to the position of Aeromedical Consultant by RFDS. Responsible for specific duties as outlined by RFDS and holds a fellowship in an appropriate field including but not limited to:

- FACEM – Fellow of Australasian College of Emergency medicine; or
- FANZCA – Fellow of Australian New Zealand college of Anaesthetists; or
- FCICM – Fellow of the College of Intensive Care Medicine.

with a minimum of 18 months experience and training in the Aeromedical field.

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

**"Continuous Service"** means each 12-month period of service (inclusive of authorised leave) completed with the RFDS. Whilst authorised leave without pay shall not constitute a break in continuous service, it shall not count as service for the purpose of accruing leave or other entitlements. The meaning of Continuous Services should also comply with the FW Act requirements.

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

**"Casual"** has the same meaning as a Casual Employee as provided for in section 15A of the FW Act.

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

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

**"FW Act"** means the Fair Work Act 2009 (Cth) as amended.

**“FWC”** means the Fair Work Commission.

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

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

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

**"Notional Salary"** means the composite rate of the applicable Annual Base Salary in Schedule A and as appropriate and where applicable the following allowances prescribed under:

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

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

**“Policy”** means relevant RFDS policy or procedures as amended or replaced from time to time. RFDS policy and procedures referred to in this Agreement do not form part of it.

**"Registrar"** means:

***‘Registrar Level 1 - General Practice/Primary Health’*** a registered Medical Practitioner that is in a recognised vocational training program and is employed in a designated Registrar training position with RFDS for the purpose of progressing through the training program. This level is an entry level Registrar with limited experience or training. Completed internship and residency, with Postgraduate minimum 2 years. Entry point for Pathway General Practice/Primary Health Registrar Level 1; or

***‘Registrar Level 2 - Aeromedical Retrieval’*** a registered Medical Practitioner that is in a recognised vocational training program and is employed in a designated Registrar training position with RFDS for the purpose of progressing through the training program. The Registrar must be in good standing with their respective college, have completed two years of advanced training, be a minimum of 4 years post grad and have acquired 6 months critical care experience. This level is an entry point Aeromedical Retrieval Registrar; or

***‘Registrar Level 3 - Aeromedical Retrieval’*** a registered Medical Practitioner who is in a recognised vocational training program and is employed in a designated Registrar training position with RFDS for the purpose of progressing through the training program. This level has successfully achieved capability achievement, scope of practices, professional development achievement and attainment of recognised training and experiential success and is recognised as such and appointed by RFDS. Postgraduate with minimum 5 years and 3rd Year Registrar; or

***‘Senior Registrar - Aeromedical Retrieval’*** means a Registrar who has received a qualification in a clinical discipline or has obtained an appropriate qualification recognised by the AMC or equivalent recognised by RFDS and is appointed as a Senior Registrar by RFDS. Significant relevant and recognised experience. May be equivalent to or interchangeable with a clinical fellowship.

**"Relieving Medical Officer"** means a Medical Practitioner employed to provide relief or additional support for other Medical Practitioners employed by RFDS throughout Western Australia.

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

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

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

**"Specialist"** means a Medical Practitioner who holds the appropriate higher qualification or a University or College, recognised by the Australian Medical Council (AMC) or holds a Fellowship from an appropriate Australian college of medicine.

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

## 6.-APPOINTMENT OF MEDICAL PRACTITIONERS

### (1) Types of Employment

A Medical Practitioner can be engaged on the following basis:

- (a) **Full time** basis.
- (b) **Part time** basis, where it is agreed between a Medical Practitioner and RFDS to work on this basis. A part time Medical Practitioner:
  - (i) Is engaged to work an average of less than 37.5 ordinary hours per week;
  - (ii) Has reasonably predictable hours of work; and
  - (iii) Receives, on a pro rata basis, pay and conditions equivalent to Full time Employees who do the same work.
- (c) **Casual** basis only in accordance with clause 10.
  - (i) Casual Medical Practitioners are not entitled to redundancy pay, termination notice, public holidays, and paid or unpaid leave unless expressly provided by this Agreement or as required by relevant legislation as they are paid a 25% casual loading in compensation of these benefits.
  - (ii) Casual rates of pay are clarified in Clause 8.
- (d) **Fixed term** basis. Fixed term employment will be offered on a full or part time basis, reasons include:
  - (i) For a RFDS specified project or for newly established commercial activity.
  - (ii) To accommodate employment of a Medical Practitioner where the Medical Practitioner can only commit to work for RFDS for a specified period or project.
  - (iii) Engaging Medical Practitioners for training type positions this can include Registrar or Senior Registrars.
  - (iv) For a general fixed term period set by RFDS. Subsequent fixed term periods thereafter, where offered by RFDS, will be discussed with the Medical Practitioner before a formal offer is made. The maximum period of time for fixed term employment under this subclause 6(1)(d)(iv) will be 4 years in total.

Nothing in this subclause:

- (v) Prevents RFDS at its election to offer the Medical Officer permanent employment at any point; and / or

- (vi) Requires RFDS to offer further fixed term employment after a fixed term employment period concludes.
- (2) A Full time or Part time Medical Practitioner's employment may be terminated by either the Employer or the Medical Practitioner giving not less than 3 month's notice in writing or by the payment or forfeiture as the case may be of 3 months Notional Salary. A lesser period of notice may be agreed between the Medical Practitioner and the Employer subject to the provisions of the FW Act.

Provided that the Employer must not terminate the employment unless there is a valid reason, or valid reasons, connected with the Medical Practitioner's capacity or conduct (including for reasons of poor performance, misconduct, or serious misconduct) or reasons based on the operational requirements of the Employer (such as redundancy).
- (3) A Medical Practitioner, other than a Casual shall be appointed subject to a probationary period of six months. During the probationary period either party may terminate the employment contract by giving 4 weeks' notice or by the payment or forfeiture of 4 weeks' Notional Salary or such lesser period as is agreed between the Medical Practitioner and the Employer.
- (4) All appointments of Medical Practitioners shall be subject to credentialing by the Medical Director.
- (5) A Medical Practitioner shall be appointed to work in accordance with his/her duty statement and the Employer's policies/procedures. The duty statement shall state the relevant duties and responsibilities of the position including clinical, teaching, research and non-clinical duties. The employer shall ensure that the Medical Practitioner has sufficient time to undertake clinical support duties which in aggregate shall not be less than 20% of a Medical Practitioner's duties. "Clinical Support duties" means duties not directly associated with the diagnosis, retrieval / accompaniment or management of a particular patient. They may include administration, attendance at departmental meetings, audit or other quality assurance activities." Clinical Support duties will be supported by the RFDS Clinical Support Duties time policy.
- (6) Notwithstanding the provisions of sub-clauses 6(2) and 6(3), the employer may at any time, without prior notice, dismiss the Medical Practitioner for reasons of serious misconduct.

## **7.-REGISTRATION & CREDENTIALING**

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

evidence of their ongoing professional development activities to the Employer on request.

## **8.-SALARIES AND SALARY RANGES**

- (1) Full time Medical Practitioners Annual Base Salaries are listed in Schedule A. Part time Medical Practitioners will be paid a pro rata Annual Base Salary based on the full time salaries in Schedule A. Hourly rates for part time employees are listed in Schedule B.

Full time Medical Practitioners will be paid a notional salary (as defined in clause 5). Part time Medical Practitioners are entitled to a notional salary paid on a pro rata basis.

Casual Employees will be paid in accordance with hourly rates in Schedule B, plus an hourly Professional Development and Expense Allowance (calculated by dividing the annual allowance in clause 17(3) by 52.1428 then divided by 37.5) plus a 25% casual loading.

- (2) A Medical Practitioner will be designated to a classification level of Registrar or Senior Registrar or from levels 14 to 25 as follows:

Levels:

- (a) Registrar (Levels 1 or 2 or 3)
- (b) Senior Registrar
- (c) General Medical Practitioner or Medical Practitioner (non vocationally 14-16 inclusive registered) less than 5 years post graduate experience
- (d) General Medical Practitioner or Medical Practitioner (non vocationally 17-19 inclusive registered) more than 5 years post graduate experience
- (e) Vocationally Registered General Medical Practitioner Inclusive 17-22
- (f) Aeromedical Consultant inclusive 20-25

All Medical Practitioner positions will be appointed by the RFDS. Provided that all Medical Practitioners once placed within a classification will be placed in the relevant range, according to years of relevant experience.

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

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

Medical Practitioners employed prior to the commencement date of this Agreement and continue to be employed and who are assigned as a Registrar, will not be paid at the Registrar salary rates contained in the applicable Schedules of this Agreement. Instead, they will retain their current classification and be paid at the appropriate classification which they had prior to this Agreements implementation.

Medical Practitioners, who become a Specialist (as defined by clause 5), will be referred to as a Specialist Medical Practitioner and retain their existing classification and

remuneration. Specialist Medical Practitioners will be encouraged to apply for Aeromedical Consultant positions as they become vacant or are available.

- (3) Subject to good conduct, satisfactory annual performance appraisal, diligence and efficiency the Medical Practitioner shall proceed from the point of entry in a salary range to the maximum of the salary range by annual increments according to the increments of such salary range.
- (4) A Medical Practitioner who is required to perform administrative duties as a Senior Medical Officer of a Base shall be paid a Senior Medical Officer allowance of \$12,580 per annum. This Allowance will increase by 1.5% from the first full pay period on or after 1 October 2021 and 1 October 2022.
- (5) The Medical Practitioner shall be paid on a fortnightly basis.
- (6) The Medical Officers salary rates shall increase as specified in the Schedules.
- (7) The following Agreement allowances already contain an increase which has been applied to the rates on the Agreement's commencement date:
  - (a) Allowance in Clause 11(3)(b)(i) – Hourly on call allowance.
  - (b) Allowances in Clause 17(2) - Professional Development and Expense allowance.

The above allowances will further increase from the first full pay period on or after 1 October 2021 and 1 October 2022, by 1.5%.

(8) Deferred Salary Scheme for 12 Months

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

- (f) Notwithstanding the above clauses, a variation of the term of the deferred salary scheme may be negotiated between the Employer and the Medical Practitioner.

### **9.-PRIVATE PRACTICE -FULL TIME**

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

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

### **10.-RELIEVING AND SPECIAL PURPOSE MEDICAL PRACTITIONERS**

- (1) Relieving Medical Practitioners employed on a permanent or fixed term basis shall be paid commensurate with their employment as either a full time or part time relieving Medical Practitioner in accordance with the applicable Schedule A or B.
  - (a) Relieving Medical Practitioners may also be employed on a casual basis, with a minimum engagement of four consecutive hours each occasion they are required to attend work.
- (3) Special purpose Medical Practitioners include Medical Practitioners employed to undertake duties associated with the Rural Women's GP Program (RWGP) or similar programs.

Such Medical Practitioners shall be employed on either fixed term basis for a specified number of hours or, on a casual basis. The Medical Practitioner will be, rostered and paid for a minimum period of 3.75 hours or more. .

- (a) A Special purpose Medical Practitioners who is required to work beyond 37.5 ordinary hours per week will be paid at the rate of time and a half thereafter for those additional hours in that same week.
- (b) Such Medical Practitioners shall be entitled to Study Leave, provided for under Clause 17(1) – Study Leave on a pro-rata basis according to the number of hours which they are employed. Casuals will not be entitled to this.
- (4) Where a full time or part time Medical Practitioner travels to or from a remote base or a town on a non-working day, they shall be entitled to a day off in lieu to be taken at a mutually convenient time or it may be added to a Medical Practitioner's annual leave

entitlement or in the case of a casual Medical Practitioner shall be paid as a working day.

- (5) Where a Casual Medical Officer is required by RFDS to relieve at any base which is not within the locality of their home location, RFDS will organise any necessary travel and accommodation associated with any individual engagement to relieve at the other base. A Casual Medical Officer will be paid for any travel time to travel to any base which is not within the locality of their home location (including the return home) for relieving work.

#### **11.-FLEXIBLE HOURS AND ON CALL / CALL BACK**

- (1) (a) Hours of work for full time Medical Practitioners are to be consistent with professional practice and determined by consultation between the Medical Practitioner and the employer.
- (b) Solely for administrative purposes, when calculating entitlements to leave and other benefits which are expressed in days and weeks in this Agreement, a full time Medical Practitioner's ordinary hours of work (exclusive of on call) will nominally be an average of 37.5 hours per week which may be rostered over 5 or less days per week.
- (c) Subject to subclause (2) Medical Practitioners ordinary hours of work shall:
- (i) Be rostered over a four week roster cycle, most suitable to the particular work location, after consultation with, and giving reasonable consideration to the wishes of the practitioners concerned, and
  - (ii) Be rostered 7.5 ordinary hours per day or more over a maximum of 5 days per week with a limit of 20 rostered periods of duty per four week roster cycle.
- (d) (i) Where a Medical Practitioner is required to work beyond 220 hours of combined ordinary hours and On Call hours per four week roster cycle the practitioner concerned shall accrue time off in lieu (TOIL) proportionate to the additional time worked.
- (ii) Where such work, including travel time to return to their normal location, continues into a day they are rostered off duty they shall be provided with a day in lieu to be taken at a time mutually agreeable to both the employee and Employer. Such time off in lieu may be added to annual leave.
- (iii) Where a Medical Practitioner is not rostered on call and voluntarily returns to work an additional shift on a day they were not rostered as part of their normal hours of work, the Medical Practitioner shall be paid for that shift as an additional shift or shall accrue time off in lieu (TOIL) proportionate to the additional time worked, and to be taken at a time mutually agreeable to both the Medical Practitioner and Employer.
- (iv) A Medical Practitioner may also be entitled to other time off in lieu arrangements as set out in applicable RFDS policy.
- (e) (i) By mutual agreement between the Employer and the Medical Practitioner TOIL shall be taken within six months of them accruing. TOIL not taken within six months shall be added to the practitioner's leave entitlements and if not taken, shall, if the practitioner so elects, be paid out.

- (ii) Where the employer requires the practitioner to work rather than take or accrue TOIL, the practitioner shall be paid time and a half in lieu for all such hours worked.
- (f) Where TOIL is accrued in excess of 6 completed shifts per annum, the employer in consultation with the affected Medical Practitioners shall review staffing levels and implement agreed initiatives to keep TOIL to a manageable level.
- (g) Where, as at the date of termination of service, a practitioner has accumulated TOIL in accordance with this clause, and been unable to access same, such practitioner will be paid for the time so accrued.
- (2) (a) A Medical Practitioner shall not, unless for the convenience of RFDS and with their agreement, be rostered for duty (excluding on call) outside of the hours of 7.00am and 6.00pm Monday to Friday, unless the Medical Officer is receiving the flexible hours allowance in clause 11, where hours can be rostered outside of these times.
- (b) Where a Medical Practitioner is rostered to work in excess of a combined total of ordinary hours and on call 24 hours in a single period, the following day shall be free of all duty without affecting the Medical Practitioners other entitlements. Rosters shall otherwise provide for at least a 10 hour break between periods of duty (including on call).
- (c) The Employer shall not require the Medical Practitioner to work in a fatigued state which risks staff or patient safety.
- (d) Notwithstanding the above, a Medical Practitioner who deems themselves unable to safely execute their clinical duties, due to fatigue arising from work, may request a fatigue break, for a period of time of up to 10 hours duration, as agreed with the employer.
- (e) The Medical Practitioner will notify the Medical Director or delegate, that they require a fatigue break and confirm the time at which they will be available to return to duty.
- (f) (i) Rosters shall provide for at least a 10 hour break between periods of duty. Wherever practical, the Employer will endeavour to provide separate coverage for day and night duties.
- (ii) If a Medical Practitioner is required to resume duty (including on call) before having had 10 hours free from all duty, the subsequent hours of duty shall attract an additional payment without affecting other entitlements under this Agreement, equivalent to the Medical Practitioners nominal hourly rate until the Medical Practitioner is released from duty for 10 consecutive hours.
- (g) Provided that Medical Practitioners shall not, during a roster cycle, be required to be on call more frequently than one day in three, unless agreed otherwise.
- (h) Practitioners shall not be rostered on call on the same day as they are rostered for clinics.
- (i) Medical Practitioners based in Jandakot Airport, will be required to attend the airport for the commencement of clinical co-ordination, first day and first night shifts only of a roster cycle.
- (j) Medical Practitioners employed at Country bases shall be rostered as flexibly as possible and will not be required to attend the workplace at the commencement

of a duty period within a roster cycle when not required for emergency services but will be required to take calls and attend the base or hospital on demand.

### **Flexible Hours Allowance**

(3) (a) Notwithstanding the above a full time Medical Practitioner or part time Medical Practitioner who is regularly required to participate in an on call roster shall receive an allowance of 27.5% of the annual base salary as prescribed by the relevant Schedules of this Agreement.

(b) (i) A Medical Practitioner who is not in receipt of the allowance prescribed in sub-clause (a) above shall, where rostered on call or call back, be paid in accordance with the following:

A Medical Practitioner rostered on call shall be paid an hourly allowance for each hour so rostered of \$23.75.

### **Call Back**

(3) (a) A Medical Practitioner recalled to work who was not in receipt of the Flexible Hours Allowances prescribed in this clause 11 or who is not rostered on call at the time but voluntarily returns shall be paid a minimum of three hours for a call back as follows:

(i) for work on any day between 6.00am and midnight at the rate of 150%,

(ii) for work on Sunday between 6.00am and midnight at the rate of 175%

(iii) for work on any day between midnight and 6.00am at the rate of 200%

(b) The Medical Practitioner shall not be obliged to work for three hours if the work for which they are recalled is completed in less time, provided that if the Medical Practitioner is call out and recommences work within three hours of starting work on a previous recall the Medical Practitioner shall not be entitled to a further minimum three hour payment.

(c) If the call back period exceeds three hours, the Medical Practitioner shall be paid at the rate of 200% for each additional hour.

(d) If a Medical Practitioner is recalled to work, payment for the call back shall commence from:

(i) In the case of a Medical Practitioner who is on call, from the time the Medical Practitioner starts work;

(ii) In the case of a Medical Practitioner who is not on call, the time the Medical Practitioner embarks on the journey to attend the call. Provided that if a Medical Practitioner is recalled within two hours prior to commencing normal duty, any time spent in travelling to work shall not be included with actual duty performed for the purpose of determining payment under this sub-clause.

Subject to the minimum three hours payment, payment for the call back shall cease when the work is completed or when the Medical Practitioner commences normal duty, whichever occurs first.

(e) A Medical Practitioner who is required to use the Medical Practitioner's own motor vehicle when recalled to work shall be reimbursed all expenses incurred in accordance with the provisions of Schedule F of the WA State Award - Public Service Award 1992 (this award does not form part of this Agreement).

- (f) Where the Employer determines that there is a need for a Medical Practitioner to be on call or to provide a consultative service and the means of contact is to be by telephone, the Employer shall where the telephone is not already installed bear the cost of such installation. Where as a usual feature of the work a Medical Practitioner is regularly required to be on call or to provide a consultative service the Employer shall pay the full amount of the telephone rental.
- (g) Where due to temporary staff shortages occasioned by resignation, illness or excessive demands on the services provided by the employer a Medical Practitioner is rostered for duty or on call in excess of that provided for under this clause for a period of five (5) working days or more that Medical Practitioner shall in addition to his/her normal entitlements be paid additional remuneration equivalent to that which would be paid had a relieving Medical Practitioner at the same level been available to meet the temporary staff shortage.
- (h) Notwithstanding the above provisions of this clause, where an employer and the Association agree, other arrangements may be made for compensation of on call and call back.

**12.-ANNUAL LEAVE AND PUBLIC HOLIDAYS**

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

<u>No of 4 week cycles on call</u>	<u>No of additional days on leave</u>
4	1

6	2
8	3
10	4
12	5

Provided that:

- (a) They are rostered on call:
    - (i) during weekend days or public holidays; or
    - (ii) on days that they are not rostered for other duty; and
  - (b) They are rostered on a minimum of two days per 4 week Cycle.
- (3) Medical Practitioners who are regularly rostered on Sundays and public holidays (shift worker for the purposes of the National Employment Standards) during a qualifying period of employment for annual leave shall be entitled to receive additional annual leave as follows:
- (a) If 35 rostered on such days– 5 days
  - (b) If rostered for less than 35 such days the Medical Practitioner shall be entitled to have one additional day's leave for each seven days so rostered, however the maximum additional leave shall not exceed five working days.
- (4) Provided that a Medical Practitioner who is entitled to additional leave in accordance with subclause (2) and (3) above, the maximum combined entitlement shall be (5 additional days leave) during a qualifying period of employment. Leave accrued pursuant to subclause (2) and/ or (3) shall accumulate and may be used as annual leave provided that by agreement with the employer it may be cashed out. Accrued leave shall be paid out on termination of the Medical Practitioners employment.
- (5) A Medical Practitioner may take leave during the period in which it accrues, but the time during which the leave may be taken is subject to the approval of the employer. All leave taken shall be at the rate of salary applicable at the time of taking such leave.
- (6) When the convenience of the employer is served the employer may approve the deferment of the commencing date for taking leave, but such approval shall only remain in force for one year.
- The employer may renew the approval-referred to immediately above for a further period of a year but so that a Medical Practitioner does not at any time accumulate more than two years' entitlement.
- Where the convenience of the employer is served the employer may approve the deferment of the commencement date for taking leave so that a Medical Practitioner accumulates more than two years' entitlement, subject to any condition which the employer may determine.
- When a Medical Practitioner who has received approval to defer the commencement date for taking leave under this subclause next proceeds on leave, the leave first accrued shall be the first leave taken.
- (7) Notwithstanding the provisions of this clause, the employer may direct a Medical Practitioner to take accrued leave where they have an excessive annual leave balance of 8 weeks and may determine the date on which such leave shall commence.
- (8) Medical Practitioners upon request shall receive their ordinary pay and any allowances due to them for the period of their leave prior to going on such leave with the agreement of RFDS.

- (9) A Medical Practitioners accrued, and untaken annual leave entitlement will be paid out on termination.
- (10) (a) Paid annual leave must not be cashed out if the cashing out would result in the Practitioners remaining accrued leave entitlement to paid annual leave being less than 4 weeks. Any cash out must be agreed between the RFDS and the Medical Practitioner.
  - (i) Each cashing out of a particular amount of paid annual leave must be the subject of a separate written agreement.
  - (ii) The payment of annual leave must not be less than the amount that would have been payable had the Medical Practitioner taken the leave at the time the payment is made.

### 13.-PERSONAL/CARERS LEAVE

- (1) A full time Medical Practitioner shall accrue 10 notional days per annum of personal leave (there are 75 hours in ten (10) notional days) to be used for:
  - (a) **sick leave** – a personal illness, or injury, of the Medical Practitioner; or
  - (b) **carer's leave** – the care or support of a member of the Medical Practitioner's immediate family, or a member of their household, who requires care or support because of:
    - (i) a personal illness, or injury, of the member; or
    - (ii) an unexpected emergency affecting the member.
- (2) The entitlement shall accrue progressively during a year of service and accumulates from year to year. Part time Employees are entitled to accrue paid personal leave on a pro rata basis.
- (3) A Medical Practitioner in their first 12 months of service may take up to the maximum entitlement of sick leave for that year in advance of the entitlement having accrued. Sick leave taken in advance may be offset against any future accrual or against monies otherwise payable to the Medical Practitioner at the end of their employment.
- (4) Unused portions of personal leave entitlement shall accumulate from year to year and may be taken in any subsequent year.
- (5) Where an application for payment exceeds the Medical Practitioner's accrued entitlement, the excess may be offset against any future accrual or against monies otherwise payable to the Medical Practitioner at the point of separation.
- (6) A Medical Practitioner shall advise the Employer as soon as reasonably practicable and if possible prior to the commencement of the shift of the inability to attend work due to the need to take personal leave. If necessary they shall provide the employer evidence that would satisfy a reasonable person that the leave is taken due to illness or personal injury, the nature of the illness or injury and the estimated duration of absence.
- (7) A Medical Practitioner is allowed a maximum of five days absence without a certificate from a registered health Medical Practitioner in any one accruing year provided that:
  - (a) a certificate must be provided for any absence of more than two consecutive days.
  - (b) if it is not reasonably practicable to provide a certificate a Medical Practitioner may provide a statutory declaration, subject to the Employer being satisfied that the circumstances preventing a medical certificate being obtained were "not reasonably practicable".

- (8) A Medical Practitioner who suffers personal ill health or injury whilst on annual leave shall be paid sick leave in lieu of annual leave subject to the employee providing the employer notice and evidence that would satisfy a reasonable person that the leave is taken due to illness or personal injury.
- (9) A Medical Practitioner who suffers ill health or injury whilst on long service leave and produces at the time or as soon as practicable thereafter, medical evidence to the satisfaction of the Employer that the Medical Practitioner is or was confined to the Medical Practitioner's place of residence or hospital for a period of at least fourteen consecutive calendar days, the Employer may grant sick leave for the period during which the Medical Practitioner was so confined and reinstate the Medical Practitioner long service leave equivalent to the period of confinement.
- (10) Where a Medical Practitioner receives payment under this Clause and subsequently receives payments in respect of the same period under the *Workers Compensation and Injury Management Act 1981*, the Medical Practitioner shall reimburse to the Employer the payments made under this Clause and the Employer shall reinstate the Medical Practitioner's sick leave or other entitlements accordingly. A Medical Practitioner who is absent from work and receiving workers compensation payments is not entitled to access personal leave.
- (11) (a) Medical Practitioners (including casual Medical Practitioners) are also entitled to up to two (2) days unpaid Carer's Leave for each occasion a member of the Medical Practitioner's immediate family or household requires care or support because of the illness, injury or unexpected emergency of the member.
- (b) Medical Practitioners entitled to a period of unpaid Carer's Leave are entitled, for any particular occasion, to take the leave as:
  - (i) a single, unbroken period of up to two (2) days; or
  - (ii) any separate periods to which the Medical Practitioner and the Employer agree.

#### **14.-LONG SERVICE LEAVE**

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

## 15.-COMPASSIONATE LEAVE

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

## 16.-PARENTAL LEAVE

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

### Interpretation

- (2) In this Clause:
  - (b) '**adoption**', in relation to a child, is a reference to a child who:
    - (i) is not the natural child or the step-child of the Medical Practitioner or the Medical Practitioner's spouse;
    - (ii) is less than 16 years of age; and
    - (iii) has not lived continuously with the Medical Practitioner for 6 months or longer;
  - (c) '**continuous service**' means service under an unbroken contract of employment and includes:

- (i) any period of parental leave; and
- (ii) any period of authorised leave or absence.
- (d) **'expected date of birth'** means the day certified by a medical practitioner to be the day on which the medical practitioner expects the Medical Practitioner or the Medical Practitioner's spouse, as the case may be, to give birth to a child;
- (e) **'parental leave'** means leave provided for by subclause (13) of this clause;
- (f) **'spouse'** includes a de facto spouse.

### **Entitlement to parental leave**

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

### **Certification**

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

- (ii) a statement from the appropriate government authority confirming that the Medical Practitioner is to have custody of the child pending an application for an adoption order.

**Notice of spouse's parental leave**

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

**Transfer to a safe job**

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

**Maternity leave to start 6 weeks before birth**

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

**Right to Request Variation of Period of Parental Leave**

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

to take concurrent leave simultaneous with his or her spouse for a maximum of 8 weeks. Such a request may not be unreasonably refused.

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

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

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

- (9) (a) Where the pregnancy of a Medical Practitioner not then on parental leave terminates after 28 weeks other than by the birth of a living child then:
  - (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, or
  - (ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.
- (b) Where a Medical Practitioner not then on parental leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and parental leave shall not exceed the period to which the Medical Practitioner is entitled under subclause (3) hereof.
- (c) For the purposes of subclauses (12), (13) and (15), parental leave shall include special maternity leave.
- (d) A Medical Practitioner returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of a Medical Practitioner who was transferred to a safe job pursuant to subclause (6) to the position she held immediately before such transfer.
- (e) Where such position no longer exists but there are other positions available, for which the Medical Practitioner is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

#### **Special Parental Leave for Adoption Purposes**

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

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

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

### **Paid Parental Leave**

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

Part time Employees are entitled to 14 weeks paid parental leave, based on their contracted weekly hours.

- (e) The rate of pay for parental leave shall be based on the Medical Practitioner's ordinary rate of pay.
- (f) The period of paid parental leave is reduced by any period of paid parental leave taken by the Medical Practitioner's spouse in relation to the same child, except the period of one week's leave referred to in subclause (13) (d) (ii) hereof.
- (g) Paid parental leave must be taken at the time of the birth or placement of the child; or consecutive with any period of paid parental leave taken by the Medical Practitioner's spouse.

### **Return to work after parental leave**

- (13) (a) A Medical Practitioner shall confirm his or her intention of returning to work by notice in writing to the Employer given not less than four weeks prior to the expiration of the period of parental leave.
- (b) On finishing parental leave, a Medical Practitioner is entitled to the position he or she held immediately before starting parental leave.

- (c) If the position referred to in subclause (13) (b) is not available, the Medical Practitioner is entitled to an available position:
  - (i) for which the Medical Practitioner is qualified; and
  - (ii) that the Medical Practitioner is capable of performing, most comparable in status and pay to that of his or her former position.
- (d) Where, immediately before starting parental leave, a Medical Practitioner was acting in, or performing on a temporary basis the duties of, the position referred to in subclause (13)(b), that subsection applies only in respect of the position held by the Medical Practitioner immediately before taking the acting or temporary position.
- (e) Notwithstanding the provisions of this clause, a Medical Practitioner may request to return to work on a part time basis (or reduced part time basis in the case of an existing part time Medical Practitioner) until the child reaches school age. Such a request may not be unreasonably refused.

#### **Effect of parental leave on employment**

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

#### **Termination of Employment**

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

#### **Replacements**

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

#### **Casual Employment**

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

## **17.-CONFERENCE/STUDY/PROFESSIONAL DEVELOPMENT TIME**

### **(1) Conference Attendances**

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

### **(2) Study Support**

- (a) A Medical Practitioner shall be entitled to 5 weeks paid Sabbatical Leave after each 5 years continuous service, which may, subject to application and approval by the employer, be used for the purpose of training, education and study within Australia or overseas.
  - (b) Medical Practitioners must give reasonable notice when requesting Sabbatical Leave, which is to be taken at a mutually convenient time and such leave must be used for professional development and reflect the employer's needs. The employer may stipulate certain reasonable outcomes such as reports, information sharing etc which may be required from the Medical Practitioner upon return.
  - (c) Reasonable conference, travel and accommodation expenses shall be paid on production of the appropriate receipts where it is agreed that a conference or course of study is appropriate for the practitioner to maintain the practitioners registration status, improve the practitioners medical qualifications or is relevant or beneficial to the service.
- (3) Full time Medical Practitioners shall receive a Professional Development and Expense Allowance payable pro rata monthly of \$31,789. This allowance will be pro-rated for part time employees.
- (4) Medical Practitioners must give reasonable notice when requesting overseas study time, which is to be taken at a mutually convenient time and such leave must be used for professional development and reflect the Employer's needs. The employer may stipulate certain reasonable outcomes such as reports, information sharing etc which may be required from the Medical Practitioner upon return.

## **18.-SPECIAL LEAVE**

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

## **19.-JURY SERVICE**

The conditions applying to jury service are as specified by and applicable RFDS Policy.

## **20.-COMMUNITY SERVICE**

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

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

### **Notice and evidence requirements**

#### (2) Notice

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

#### (3) Evidence

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

#### (4) Compliance

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

## **21.-HIGHER DUTIES**

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

## **22.-LOCATION ALLOWANCE**

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

## **23.-REGIONAL INCENTIVE BONUS**

- (1) Medical Practitioners when employed outside of the Perth metropolitan area in addition to the entitlements specified in this Agreement shall be paid a Regional Incentive bonus equivalent to four weeks' salary for each completed year of continuous service, subject to a minimum term of three years' continuous service.

- (2) The payment may be drawn in whole or in part at any time after completion of the qualifying period or will be paid upon retirement or resignation.
- (3) The quantum of the payment is determined on the basis of the substantive salary including allowances, applicable at the time of payment being made. Provided that by agreement between the employer and the Medical Practitioner the bonus may be taken in the form of equivalent leave.

#### **24.-HOUSING, COMMUNICATION AND MOTOR VEHICLE**

- (1) In recognition of the nature of the services and conditions of employment Medical Practitioners based outside of the Perth Metropolitan Region shall be provided without additional cost with a fully maintained house of an appropriate standard (three bedrooms and study where practicable unless otherwise agreed) including utility charges (electricity, gas and water), and home telephone. Other than attention to reticulation by the employee, garden maintenance will also be provided by the employer.
- (2) A Medical Practitioner may consent to a lower standard of housing for a temporary period, notwithstanding that at any time they may request that the employer relocate them from the substandard accommodation to an appropriate residence.
- (3) Medical Practitioners should expect to be able to remain in the same accommodation for the duration of their employment. Where a Medical Practitioner is required to change accommodation, due to circumstances outside of the employer's control, the employer will meet all costs of such relocation, including packing and unpacking and a valet service if required, and provide time off duty for the relocation to occur.
- (4) Appropriate security systems shall be provided by the Employer commensurate with the location and nature of the accommodation. These include both adequate physical security (deadlocks, patio bolts and window locks) and an electronic security alarm system.
- (5) The employer will insure the building, fixtures and basic contents. The Medical Practitioner is responsible for personal contents insurance.
- (6) A mobile phone, notebook computer, and other personal productivity and communication equipment, as deemed necessary by the employer from time to time, will be supplied.
- (7) A family-sized motor vehicle, including the cost of fuel, registration insurance and maintenance, appropriate to a Medical Practitioner, will be provided for their business and private use. Policy relating to the use of the vehicles will be set by RFDS.
- (8) Provided that when a Medical Practitioner proceeds on a period of leave or temporary transfer of more than 8 weeks (except as provided in sub-clause (3) of Clause 16 during parental leave or in exceptional circumstances) the employer shall not be bound by this provision and alternative arrangements shall be negotiated for the Medical Practitioner concerned.
- (9) Where a Medical Practitioner proceeds on parental leave in excess of eight weeks, the Medical Practitioner may remain in the house subject to the first six months of parental leave rental charges for accommodation for the next six months shall not exceed the comparable rates charged by the Government Employees Housing Authority, and thereafter full rental rates may apply.
- (10) Part time Medical Practitioners based outside of the Perth Metropolitan Region will be entitled to housing and motor vehicle benefits as contained in the applicable RFDS policy in lieu of the provisions of this clause 24. Noting, where any allowances are

payable under the applicable policy the Medical Practitioner will continue to receive the allowances on any period of paid leave.

- (11) Subject to the written Agreement between RFDS and the Medical Practitioner, eligible Full time Medical Practitioners can agree to receive housing and / or motor vehicle benefits outlined in the applicable RFDS policy in lieu of the provisions of this clause 24. Noting RFDS has complete discretion in offering this option and agreeing to these alternative arrangements. Any requests by Medical Practitioners will be considered on a case-by-case basis. RFDS will not make agreements where it is locked into existing fixed costs for example during a current or existing housing or motor vehicle lease period.
- (12) Where a Medical Practitioners employment terminates, they will no longer be entitled to entitlements contained within this clause.
- (13) Nothing in this clause 24 prevents Medical Practitioners agreeing to having shared housing and vehicle benefits to satisfy the entitlements under this clause as agreed in writing with RFDS.
- (14) This clause does not apply to Casual Medical Practitioners.

## **25.-RELOCATION EXPENSES**

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

## **26.-SUPERANNUATION**

- (1) The employer will make superannuation contributions it is required to make by virtue of the Superannuation Guarantee Charge Act and the Superannuation Guarantee (Administration) Act 1992 of the Commonwealth ("the SGA Act").
- (2) For the purposes of this clause "complying fund or scheme" means -
  - (a) A fund or scheme that is a complying fund or scheme within the meaning of the SGC Act; and
  - (b) Under the governing rules of which, contributions may be made by or in respect of the employee.
- (3)
  - (a) The employer shall make the superannuation contributions referred to in

Subclause (1) to a complying superannuation fund;

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

## **27.-SALARY SACRIFICE/PACKAGING**

- (1) Medical Practitioners may sacrifice up to 100% of the Medical Practitioner's salary, inclusive of regular allowances, for an agreed benefit or package of benefits to be provided by the Employer.
- (2) For the purposes of this Clause, 'annual salary' in addition to the combined base salary, includes the allowances prescribed in:
  - (a) clause 8 (4) Senior Medical Officer;
  - (b) clause 11 (3) (a) (i) Flexible Hours Allowance; and
  - (c) clause 18 (3) Professional Development and Expenses.
- (3) The amount sacrificed and remaining benefits must together equate to the gross value of the benefits payable to the Medical Practitioner before tax such that the gross benefits payable to the Medical Practitioner as a consequence of the sacrifice is not in any way reduced.

- (4) The list of benefits, from which the Medical Practitioner may choose, shall be in accordance with the Employer's salary packaging policy.
- (a) The parties to this Agreement accept that Remuneration Packaging is contingent on the provision that it will operate at NO cost to the employer. As such it is based on the concept of the Total Employment Cost to the employer. This is, the cost of Remuneration Packaging will be no more than the cost of employing the employee. In the event of any increase in tax (other than Payroll Tax) payable by the employer, including PAYE, Fringe Benefits Tax or any state tax equivalent, the employer will pass such costs to the employee through their Remuneration package. Should this occur, the employee can exercise the option to adjust or cancel any Remuneration Packaging arrangement.
- (b) The employer may in accordance with the employer's policy and guidelines cancel any salary packaging arrangements subject to the giving of 4 weeks' notice.
- The employer will not exercise the right to cancel salary packaging except:
- (i) if there is a change to the Fringe Benefit Tax laws (or interpretation of such laws) or the imposition of any other state or federal tax or charge which make salary packaging no longer cost neutral to the employer; or
- (ii) as a sanction against any employee who has, in the opinion of the Manager, failed to fully meet the obligations or perform the duties prescribed for the employee.
- (5) This clause does not apply to the following employer provided conditions of employment or benefits: reimbursement of travel expenses for annual leave, provision of housing, provision of communications services or provision of a motor vehicle, for which the employer will meet all costs.

## **28.-REDUNDANCY**

- (1) Redundancy occurs when the Medical Practitioners employment is terminated at the initiative of the Employer because the Employer no longer requires the job done by the Employee to be done by anyone. The Employer will comply with its consultation obligations in accordance with clause 33 – Consultation, in the event of Redundancy.
- (a) This clause does not apply to a Medical Practitioner engaged on a casual basis or on a fixed term basis.
- (2) Association to be informed
- Where the Employer has made a definite decision to make a Medical Practitioners positions redundant the Employer shall notify and hold discussions with the Association, noting nothing in this subclause prevents the Employer from making changes to its operations
- (3) Severance Pay
- (a) In addition to the period of notice prescribed in Clause 6 (2) of this Agreement, for termination, a Medical Practitioner whose employment is terminated by the Employer 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>Redundancy 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 wage for the Medical Practitioner concerned.

- (b) For the purpose of this clause continuous service shall not be broken on account of:-
- (i) any absence from work on account of personal sickness or accident for which a Medical Practitioner is entitled to claim personal leave as prescribed by this Agreement or on account of leave lawfully granted by the Employer; or
  - (ii) any absence with reasonable cause, proof whereof shall be upon the Medical Practitioner; or
  - (iii) any absence on approved leave without pay (this does not count as service).
- (c) Redundancy shall not be payable in the event of a transmission of business where comparable alternative employment is offered and accepted by the Medical Practitioner subject to the requirements of the FW Act.

(4) Out Placement Support

The Employer shall provide at their expense professional out placement advice to the Medical Practitioner.

(5) Medical Practitioner Leaving During Notice

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

(6) Alternative Employment

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

(7) Leave for Job Interviews

- (a) A Medical Practitioner who has been given notice that he or she has been, or will be, made redundant shall during the period of notice of termination be entitled to be absent from work up to a maximum of 8 ordinary hours during

each week of notice without deduction of pay for the purpose of being interviewed for further employment.

- (b) A Medical Practitioner who claims to be entitled to paid leave under subclause (7)(a) shall, at the request of the Employer, be required to produce reasonable proof of attendance at an interview or the Medical Practitioner shall not receive payment for the time absent.

(8) Notice to Centrelink

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

### **29.-PROFESSIONAL INDEMNITY**

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

### **30.-INSURANCE AND MAKE UP PAY**

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

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

(2) Make up Pay

- (a) Entitlement to Leave

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

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

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

(c) Employment Upon Return to Duty

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

**31.-ETHICS**

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

**32.-HEALTH AND SAFETY**

The employer shall provide Medical Practitioners with appropriate Personal Protective Equipment and will ensure RFDS safety policies are in compliance with relevant safety and occupational health legislation as necessary.

**33.-CONSULTATION**

(1) This clause has application where RFDS has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Medical Practitioners; or proposes to introduce a change to the regular roster or ordinary hours of work of Medical Practitioners. For the purpose of this clause:

- (b) Medical Practitioner(s) may appoint a representative of their choosing (this can include the Association) and RFDS will recognise the representative once advised by the Medical Practitioner(s); and
- (c) RFDS is not required to disclose any confidential or commercially sensitive information to relevant Employees.
- (d) A major change is likely to have a significant effect on employees if it results in:
  - (i) redundancy;
  - (ii) major changes to composition, operation or size of RFDS workforce;
  - (iii) job restructuring;
  - (iv) the loss of continuing employment;
  - (v) the need for significant skills retraining; and
  - (vi) the transfer of Employees to another work location / depot by RFDS.

provided that where this Agreement makes provision for variation of any of these matters, the variation is deemed not to have significant effect.

(2) Major Change

- (a) RFDS must notify the relevant Medical Practitioners of the definite decision to introduce the major change. As soon as practicable after making its definite decision, RFDS must discuss with the relevant Medical Practitioners the introduction of the change, the effect the change is likely to have on the Employees and any measures it is taking to avert or mitigate the adverse effect of the change on the Employees.
- (b) For the purposes of the discussion, provide, in writing (if necessary), to the relevant Medical Practitioners:
  - (i) All relevant information about the change including the nature of the change proposed; and

- (ii) Information about the expected effects of the change on the Employees; and
    - (iii) Any other matters likely to affect the Medical Practitioners.
  - (c) RFDS must give prompt and genuine consideration to matters raised about the major change by the relevant Medical Practitioners.
- (3) Change to regular roster or ordinary hours of work
- (a) RFDS must notify the relevant Medical Practitioners of the proposed change to regular roster or ordinary hours of work. As soon as practicable after proposing to introduce the change, RFDS must:
    - (i) Discuss with the relevant Medical Practitioners the introduction of the change;
    - (ii) For the purposes of the discussion, provide the relevant Medical Practitioners all relevant information about the change, including the nature of the change and information on the effects of the change on the Medical Practitioners;
    - (iii) Invite the relevant Medical Practitioners to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
    - (iv) Give prompt and genuine consideration to matters raised about the change by the relevant Medical Practitioners.
- (4) Relevant Medical Practitioners means the Medical Practitioners who may be affected by a change in clause 33(1).

#### **34.-DISPUTE SETTLING PROCEDURES**

- (1) Where a dispute concerning the operation of this agreement and/or the National Employment Standards arises the following steps shall be taken:
- (a) As soon as practicable after the dispute has arisen, it shall be considered jointly by the appropriate supervisor, the Medical Practitioner or Medical Practitioners concerned and where the Medical Practitioner or Medical Practitioners so request, the Medical Practitioner/s' Association or other representative.
  - (b) If the dispute is not resolved it shall be considered jointly by the appropriate senior representative of the Employer, the Medical Practitioner or Medical Practitioners concerned and where a Medical Practitioner so requests, the Medical Practitioner/s' Association or other representative who shall attempt to settle the dispute.
  - (c) If the dispute is not resolved it shall be considered jointly by the Employer, the Medical Practitioner or Medical Practitioners concerned and where any Medical Practitioner so requests the Medical Practitioner/s' Association or other representative who shall attempt to settle the dispute.
  - (d) If the dispute is not resolved then a party to the dispute may refer it to the FWC. The parties may agree on the process to be followed by the FWC in dealing with the dispute, including mediation, conciliation and arbitration.
- (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, subject to either party exercising a right of appeal against the decision to a Full Bench.

### 35.-INDIVIDUAL FLEXIBILITY AGREEMENT

- (1) The Employer and the Medical Practitioner can agree to make an Individual flexibility agreement (IFA) to vary the application of any of the following terms of this Agreement to meet the genuine needs of the Employer and the Medical Practitioner:
  - (a) arrangements for when work is performed; or
  - (b) overtime rates; or
  - (c) penalty rates; or
  - (d) allowances.
- (2) The Employer will ensure the IFA agreed to:
  - (a) is in writing and identifies the name of both parties;
  - (b) is signed by both parties (if the Employee is under eighteen (18) years of age – signed by a parent or guardian of the Employee);
  - (c) is about permitted matters and does not contain unlawful terms;
  - (d) includes details of which terms will be varied and how they will be varied; and
  - (e) results in the Employee being better off overall than they would have been if the IFA had not been made.
- (3) The Employer will provide a copy of the IFA to the Medical Practitioner within 14 days after it is agreed to.
- (4) The Employer and the Employee may terminate an IFA by giving not more than 28 days written notice to the other party, unless the parties agree to a lesser period.

### 36.REGISTRAR SPECIAL CONDITIONS

The clause outlines the special conditions which will apply to Registrar and Senior Registrar ('Registrars' for the purposes of this clause). The provisions of this clause will supersede other provisions of this Agreement as outlined in this clause.

(1) Registrar Pathways

Following is an outline of the potential pathways for Registrars:

- (a) **General Practice/Primary Health Registrar Pathway (1)** focusing on Primary Health Clinic in communities and across regional WA. Role may be based in regional areas across WA. This pathway is focused and applicable for General Practice Registrars.
  - (b) **Aeromedical Retrieval Registrar Pathway (2)** focusing on the provision of patient transfer and response requirements. Role may be based in regional areas across Western Australia. This pathway is focused and applicable for Registrars levels 2 through to Senior Registrar.
  - (c) Registrar's, with RFDS approval can transition from Pathway 1 to Pathway 2 when appropriate qualifications are achieved.
  - (d) RFDS will not use General Practice / Primary Health Registrar's for Aeromedical retrieval work.
- (2) The professional development allowance in clause 17(3) of this Agreement will be applied in the following way:

Registrar Level	Access up to a Percentage of Professional Development Allowance
Registrar Level 1	75%

Registrar Level 2	80%
Registrar Level 3	85%
Senior Registrar	90%

Where Registrars incur direct costs relating to their professional development for their position, then RFDS will cover these direct costs up to a maximum value as listed in the above table (over a 12-month period, pro-rated for each month) and will ensure access is not unreasonably withheld. Before incurring any direct costs, the Registrar will be required to apply to the Head of Medical to access these arrangements. The Head of Medical will work with Registrar to discuss, determine and to ensure that the development is correlated with the Registrar's development trajectory and supervisory requirements.

- (3) Registrars, at RFDS election can be paid the Flexible Hours Allowance in clause 11. When this does apply this allowance will only be applied to the Registrars Annual base salary as applicable in Schedule A. Registrars that do not receive this allowance will be entitled to the provisions in clause 37(3) below.
- (4) Registrars not in receipt of the Flexible Hours Allowance, will be required to work up to 80 hours per fortnight subject to the requirements of the FW Act (for full time employees, noting part time employees will work less than 80 hours per fortnight). The full time Medical Practitioner Annual Base Salary in Schedule A accounts for these hours. In addition, they will be entitled to:

Call back:

In the event the Registrar is on call and returns back to work or works an overtime shift which is not agreed in advance with the RFDS to be worked, they will receive the entitlements set out in clause 11(3) of this Agreement relating to call back. The penalty rates in clause 11(3) when applicable, will only be applied to the Registrars applicable base hourly rate (exclusive of any other allowances).

Overtime:

Where a Registrar agrees to work overtime and not as part of a recall to work (work beyond 80 hours per fortnight) they will be entitled to be paid the following:

- (a) Hours worked in any two week pay cycle in excess of 80 hours will be paid at the rate of 150%
- (b) Hours worked in any two week pay cycle in excess of 120 hours will be paid at the rate of 200%.

These overtime penalties will be applied to the Registrars applicable base hourly rates (exclusive of any other allowances).

The provisions of clause 36(4) do not apply to a Registrars who are provided the Flexible Hours Allowance set out in clause 11 of this Agreement.

**37.-RENEGOTIATION OF AGREEMENT**

Negotiations for a new agreement will commence at least six months prior to the date of expiration of this Agreement, unless otherwise agreed between the Association and RFDS.

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

**Schedule A - Full Time Medical Practitioner Annual Base Salary**

Classification	Level	Annual Base Salary	Annual Base Salary - 3%* + 1.5% Increase	Annual Base Salary – 1.5% increase
		Current	1 October 2021	1 October 2022
Medical Practitioner (Yr 1)	14	\$217,950	\$227,906	\$231,324
GP (Yr 1)				
Medical Practitioner (Yr 2)	15	\$229,984	\$240,489	\$244,097
GP (Yr 2)				
Medical Practitioner (Yr 3, 4 and 5)	16	\$242,616	\$253,698	\$257,504
GP (Yr 3, 4 and 5)				
Medical Practitioner (Yr 6)	17	\$255,885	\$267,573	\$271,587
GP (Yr 6), VRGP / MP (Yr 1)				
Medical Practitioner (Yr 7)	18	\$273,382	\$285,870	\$290,158
GP (Yr 7), VRGP / MP (Yr 2)				
Medical Practitioner (Yr 8 and above)	19	\$284,442	\$297,435	\$301,896
GP (Yr 8), VRGP / MP (Yr 3)				
VRGP / MP (Yr 4)	20	\$299,800	\$313,494	\$318,197
VRGP / MP (Yr 5)	21	\$315,925	\$330,356	\$335,311
VRGP / MP (Yr 6)	22	\$332,855	\$348,059	\$353,280
Aeromedical Consultant (Yr 1)	20	\$324,003	\$338,803	\$343,885
Aeromedical Consultant (Yr 2)	21	\$335,521	\$350,847	\$356,110
Aeromedical Consultant (Yr 3)	22	\$347,614	\$363,492	\$368,945
Aeromedical Consultant (Yr 4)	23	\$360,315	\$376,774	\$382,425
Aeromedical Consultant (Yr 5)	24	\$373,649	\$390,717	\$396,577
Aeromedical Consultant (Yr 6)	25	\$387,650	\$405,357	\$411,438

Classification	Annual Base Salary	Annual Base Salary – 1.5% increase
	1 October 2021	1 October 2022
Registrar Level 1 – General Practice / Primary Health	\$171,000	\$173,565
Registrar Level 2 – Aeromedical Retrieval	\$204,708	\$207,779
Registrar Level 3 – Aeromedical Retrieval	\$217,502	\$220,765
Senior Registrar – Aeromedical Retrieval	\$230,296	\$233,750

Note: \*3% is representative of a 1.5% increase to rates for 1 October 2019 and 1.5% increase for 1 October 2020.

### Schedule B - Full Time / Part time Medical Practitioner Base Hourly Rates

*Note: Applicable Annual Salary Increases have been applied to the base hourly rates.*

Classification	Level	1 October 2021	1 October 2022
Medical Practitioner (Yr 1)	14	\$116.55	\$118.30
GP (Yr 1)			
Medical Practitioner (Yr 2)	15	\$122.99	\$124.83
GP (Yr 2)			
Medical Practitioner (Yr 3, 4 and 5)	16	\$129.75	\$131.69
GP (Yr 3, 4 and 5)			
Medical Practitioner (Yr 6)	17	\$136.84	\$138.89
GP (Yr 6), VRGP / MP (Yr 1)			
Medical Practitioner (Yr 7)	18	\$146.20	\$148.39
GP (Yr 7), VRGP / MP (Yr 2)			
Medical Practitioner (Yr 8 and above)	19	\$152.11	\$154.39
GP (Yr 8), VRGP / MP (Yr 3)			
VRGP / MP (Yr 4)	20	\$160.33	\$162.73
VRGP / MP (Yr 5)	21	\$168.95	\$171.48
VRGP / MP (Yr 6)	22	\$178.00	\$180.67
Aeromedical Consultant (Yr 1)	20	\$173.27	\$175.87
Aeromedical Consultant (Yr 2)	21	\$179.43	\$182.12
Aeromedical Consultant (Yr 3)	22	\$185.90	\$188.68
Aeromedical Consultant (Yr 4)	23	\$192.69	\$195.58
Aeromedical Consultant (Yr 5)	24	\$199.82	\$202.82
Aeromedical Consultant (Yr 6)	25	\$207.31	\$210.42

Classification	1 October 2021	1 October 2021
Registrar Level 1 – General Practice / Primary Health	\$87.45	\$88.76
Registrar Level 2 – Aeromedical Retrieval	\$104.69	\$105.74
Registrar Level 3 – Aeromedical Retrieval	\$111.23	\$112.35
Senior Registrar – Aeromedical Retrieval	\$117.78	\$118.95

The hourly rates in this Schedule B have been calculated from the Annual Base Salary Rates in Schedule A. Hourly rates are calculated by dividing the Annual Base Salary Rates by 52.1428 then divided by 37.5.

**Signatures**

**SIGNED** by Lorelle Trotter - GM People, Culture & Projects

\_\_\_\_\_  
Name & position of authorised RFDS representative

3 Eagle Drive Jandakot WA 6164

\_\_\_\_\_  
Address of authorised RFDS representative

On 20 / 01 / 2022

in the presence of:

Signature of witness



Name of witness

Douglas Trotter

Address of witness

Level 2, 87 Adelaide Tce East Perth WA 6004

Occupation of witness

Senior Geologist



.....  
Signature of the authorised RFDS representative

**SIGNED** by Dr Tony Ryan

\_\_\_\_\_  
Name & position of person on behalf of the Association - **Australian Salaried Medical Officers Federation WA Branch**

Unit 87, Level 5 Wexford Medical Centre, 3 Barry Marshall Parade MURDOCH WA 6160

Address of person on behalf of the Association

on 20/01/2022

Authority to sign

Branch Secretary - Australian Salaried Medical

Officers Federation WA Branch



.....  
Signature of person on behalf of the Association

in the presence of:

Signature of witness



Name of witness David Copland

Address of witness:

14 Stirling Highway Nedlands WA 6009

Occupation of witness: Policy and Research Lead

**SIGNED** by

\_\_\_\_\_  
Name & position of the Employee

\_\_\_\_\_  
Address of the Employee

on \_\_\_\_/\_\_\_\_/\_\_\_\_

Authority to sign

.....  
Signature of Employee

in the presence of:

Signature of witness

Name of witness

Address of witness

Occupation of witness

THE FAIR WORK COMMISSION

FWC Matter No.:

AG2022/165

Applicant:

Royal Flying Doctors Service of Australia (Western Operations)

**Section 185 – Application for approval of a single enterprise agreement**

**Undertaking – Section 190**

I, Lorelle Trotter, General Manager People, Culture & Projects, have the authority given to me by Royal Flying Doctors Service of Australia (Western Operations) to give the following undertakings with respect to the Royal Flying Doctor Service of Australia, (Western Operations) Medical Practitioners Enterprise Agreement 2019 ("the Agreement"):

1. That clause 16(7) of the Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between clause 16(7) of the Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature:



Date: 18 February 2022