1. - TITLE

This Award shall be known as the WA Public Hospitals (Senior Medical Practitioners) Award 2011.

1B. - MINIMUM ADULT AWARD WAGE

(1) No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.

(2) The minimum adult award wage for full-time employees aged 21 or more is $692.90 per week payable on and from the commencement of the first pay period on or after 1 July 2016.

(3) The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case Decisions.

(4) Unless otherwise provided in this clause adults employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by result shall not be paid less than pro rata the minimum adult award wage according to the hours worked.

(5) Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award to the minimum adult award wage.

(6) The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or Jobskill placements or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the Minimum Conditions of Employment Act 1993.

(7) Liberty to apply is reserved in relation to any special category of employees not included here or otherwise in relation to the application of the minimum adult award wage.

(8) Subject to this clause the minimum adult award wage shall –

(a) Apply to all work in ordinary hours.

(b) Apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.

(9) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2016 State Wage order decision. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset the minimum wage.

(10) Adult Apprentices

(a) Notwithstanding the provisions of this clause, an apprentice, 21 years of age or more, shall not be paid less than $593.90 per week on and from the commencement of the first pay period on or after 1 July 2016.
(b) The rate paid in the paragraph above to an apprentice 21 years of age or more is payable on superannuation and during any period of paid leave prescribed by this award.

(c) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.

(d) Nothing in this clause shall operate to reduce the rate of pay fixed by the award for an adult apprentice in force immediately prior to 5 June 2003.

2. - SCOPE

(1) Subject to subclause (2), this Award shall operate throughout the State of Western Australia and shall apply to all medical practitioners employed by a public hospital board or agency as defined under the Hospitals and Health Services Act 1927 as amended.

(2) This Award shall not apply to medical practitioners covered by the provisions of the WA Public Hospitals (Doctors in Training) Award 2011.

3. - ARRANGEMENT

(i) 1. Title
(ii) 1B. Minimum Adult Award Wage
(iii) 2. Scope
(iv) 3. Arrangement
(v) 4. Definitions
(vi) 5. Appointment of Medical Practitioners and Annual Increments
(vii) 6. Contract of Service
(viii) 7. Salaries and Salary Ranges
(ix) 8. Annual Leave
(x) 9. Public Holidays
(xi) 10. Sick Leave
(xii) 11. Carers Leave
(xiii) 12. Bereavement Leave
(xiv) 13. Long Service Leave
(xv) 14. Parental Leave
(xvi) 15. Short Leave
(xvii) 16. Special Leave
(xviii) 17. Private Practice - Full Time Medical Practitioners
(xix) 18. Sessional Medical Practitioners
(xx) 19. On Call and Call Back
(xxi) 20. Shift and Weekend Work - Full Time Medical Practitioners
(xxii) 21. District Allowance
(xxiii) 22. Claims for Payment of Award Entitlements
(xxiv) 23. Introduction of Change
(xxv) 24. Dispute Settling Procedures
(xxvi) 25. Establishment of Consultative Mechanisms
(xxvii) 26. Board of Reference
(xxviii) 27. No Reduction
(xxix) 28. Term of Award

Schedule A - Schedule of Agreement
Schedule B - Named Parties

4. - DEFINITIONS
“Appointments Committee” means -  
the Committee established by the Employer for the purpose of making recommendations to the Employer on the eligibility for appointment of medical practitioners.

“Association” means -  
the Western Australian Branch of the Australian Medical Association Incorporated.

“Eligible Person” means -  
a person defined as such by the Health Insurance Act 1973 as amended.

“Employer” means –  
the Board of a Public Hospital or Agency established pursuant to the Hospital and Health Services Act 1927 (WA) as amended.

“General Practitioner” means –  
a registered medical practitioner engaged in the provision of primary, continuing whole-patient care to individuals, families and their community not being a vocationally registered general practitioners.

“Medical Advisory Committee” means -  
the Committee established by the Employer in Non Teaching Hospitals to advise on all medical matters affecting patient care and on any other matters referred to it for advice.

“Medical Practitioner” means -  
a medical practitioner as defined under the Health Practitioner Regulation National Law (WA) Act 2010 (WA) as amended from time to time.

“Minister” means -  
the Minister for Health in the State of Western Australia.

“Non Teaching Hospital” means -  
a public hospital other than a declared Teaching Hospital.

“Outpatient Service” means -  
in relation to a hospital, a health service or procedure provided by the hospital to an eligible person other than an inpatient of the hospital.

“Private Patient” means -  
in relation to a hospital, a patient of the hospital who is not a patient for whom the hospital has accepted responsibility to provide medical services. A private patient elects to accept responsibility to pay for medical care and the provision of hospital services.

“Public Patient” means -  
in relation to a hospital, an eligible person who is a patient in respect of whom the hospital provides comprehensive care, including medical, nursing and diagnostic services and, if they are available at the hospital, dental and paramedical services, by means of its own staff or by other agreed arrangements.

“Specialist” means -  

a registered medical practitioner who holds the appropriate higher qualification of a University or College in a specialty approved by the Employer.

“Teaching Hospital” means -

any public hospital declared by the Minister to be a Teaching Hospital pursuant to the provisions of subsection 4 of Section 3 of the Hospitals and Health Services Act 1927 (WA) as amended. This includes:

Royal Perth Hospital
Sir Charles Gairdner Hospital
Fremantle Hospital
Princess Margaret Hospital
King Edward Memorial Hospital

5. - APPOINTMENT OF MEDICAL PRACTITIONERS AND ANNUAL INCREMENTS

(1) All appointments of medical practitioners shall be made by the Employer on the recommendation of the properly constituted appointments committee of that hospital after vacancies have been advertised.

(a) Provided that in respect of Teaching Hospitals:

(i) appointments for short term periods not exceeding six months to relieving or casual vacancies may be made by the Employer without advertisement;

(ii) appointments for periods not exceeding two years for specific purposes may be made by the Employer on the recommendation of the Medical Advisory Committee or other appropriate committee. Specific purposes would include relief for medical practitioners on extended leave, engagement for special research projects of limited duration and the establishment of new units which may not become permanent features, and for any other purposes deemed prudent by the Employer and approved by the Minister.

(b) Provided that in respect to Non Teaching Hospitals:

(i) appointments for short term periods not exceeding six months for specific purposes may be made by the Employer. Specific purposes would include relief for medical practitioners on extended leave, engagement for research projects of limited duration, the establishment of new units which may not become permanent features and clinical work of a limited duration. The Medical Advisory Committee will be informed of such appointments.

(2) A medical practitioner shall be appointed by the Employer at a salary within the range for Specialist Level 1 on the basis of years of experience gained in a recognised specialist appointment in Western Australia or in a specialist appointment elsewhere which is recognised by the Employer.

(3) A medical practitioner shall be appointed as a Senior Specialist, Level 2 where the medical practitioner has practised the specialty for a minimum of eight years in a recognised specialist appointment in Western Australia or in a specialist appointment elsewhere which is recognised by the Employer.

(4) Subject to subclause (1) of Clause 7 and to good conduct, diligence and efficiency, a medical practitioner shall proceed from the point of entry in the salary range to the maximum of the salary range by annual increments according to the increments of such salary range.

(5) Notwithstanding the provisions of subclauses (2), (3) and (4) of this clause medical practitioners employed north of 26 degrees South Latitude shall be appointed by the Employer at a salary within the ranges set out under subclause (1) of Clause 7. - Salaries and Salary Ranges in accordance with the Schedule of Agreement annexed to this Award. Progression through the ranges shall be in accordance with the Schedule of Agreement annexed to this Award.
Notwithstanding the provisions of this Award, an Employer may appoint a medical practitioner who elects in writing to be appointed as an honorary medical practitioner.

6. – CONTRACT OF SERVICE

(1) The contract of service shall be between the medical practitioner and the Employer and may be terminated by not less than three months' notice on either side given in writing on any day. In lieu of the giving of the required notice the employer may pay, or the practitioner may forfeit, as the case may be, salary commensurate with the residual period of notice otherwise required. Provided that a lesser period of notice may be given subject to agreement between the medical practitioner and the Employer.

Provided further that a medical practitioner shall be appointed subject to a probationary period of six months. In the case of a full time medical practitioner the Employer may extend the period of probation for a further period of up to six months. During the period of probation either party may give four weeks’ notice or such lesser period as is agreed between the medical practitioner and the Employer.

(2) A medical practitioner appointed on a sessional basis shall be appointed for a term of 5 years. Any subsequent re-appointment will be made by the employer on the recommendation of the properly constituted appointments committee and shall be for a term of 5 years. Where the medical practitioner is appointed for a consecutive term the probationary period referred to in subclause (1) of this clause shall not apply. Provided that this subclause shall not apply to any medical practitioner appointed prior to the date of this Award.

(3) A medical practitioner having attained the age of fifty five years shall be entitled to retire from the employ of the hospital.

(4) Notwithstanding the provisions of subclauses (1), (2) and (3) of this Clause, the Employer may at any time, without prior notice, dismiss the medical practitioner for refusal or neglect to obey lawful orders or for serious misconduct.

(5) A termination or dismissal made in accordance with subclause (1) or subclause (4) shall be subject to enquiry by the Board of Reference provided the medical practitioner makes application for such enquiry within one month of the operative date of the termination or dismissal.

7. - SALARIES AND SALARY RANGES

(1) Salaries or salary ranges applicable to medical practitioners covered by this Award shall be:

(a) Full Time Medical Practitioners

(i) Medical Specialists

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<tr>
<th>Level</th>
<th>Point 1</th>
<th>Point 2</th>
<th>Point 3</th>
<th>Point 4</th>
<th>Point 5</th>
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(ii) General Practitioners

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The rates of pay in this award include arbitrated safety net adjustments available since December 1993, under the Arbitrated Safety Net Adjustment Principle.

These arbitrated safety net adjustments may be offset against any equivalent amount in the rate of pay received by employees since 1 November 1991 above the rate prescribed in the Award, except where such absorption is contrary to the terms of an industrial agreement.

Increases in rates of pay otherwise made under the State Wage Case Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

An Assistant Medical Superintendent shall be appointed within the Specialist, Level 1 range provided that an Assistant Medical Superintendent who does not possess a recognised qualification of a University or College shall not progress beyond Point 3 in that range.

A Deputy Medical Superintendent shall be appointed within the Specialist, Level 1 and Senior Specialist, Level 2 ranges at not less than Specialist, Level 1, Point 5, provided that a Deputy Medical Superintendent who does not possess a recognised higher qualification of a University or College shall not progress beyond Specialist, Level 1, Point 6.

(b) Sessional Appointees

(i) Medical Specialists $ per session

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<tr>
<td></td>
<td>Point 2</td>
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(ii) General Practitioners $ per session

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<tr>
<td></td>
<td>Point 3</td>
<td>233.19</td>
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(2) A Medical Practitioner, other than a Radiologist who is remunerated in accordance with Clause 16(10)(h) who is required to perform administrative duties appropriate to a Head of Department in a hospital, shall be paid an allowance calculated in accordance with the following formula:

\[
\text{Allowance} = \text{No. of Staff Under Direct Supervision and control} \times \text{Rate per annum}
\]
(3) The rates expressed in this Clause shall be varied to the extent necessary to give effect to any decision of the Western Australian Industrial Relations Commission in a State Wage Case made during the currency of the Award and expressed to be on general economic grounds and which has general application.

(4) It is a term of this Award that the Association undertakes for the duration of the Principles determined by the Commission in Court Session in Application No. 704 of 1991 not to pursue any extra claims, award or over award except when consistent with the State Wage principles.

8. - ANNUAL LEAVE

(1) (a) A full time practitioner shall be entitled to 4 weeks annual leave per annum. The entitlement accrues pro-rata on a weekly basis.

(b) Medical practitioners who are rostered to work their ordinary hours on Sundays and/or public holidays during a qualifying period of employment for annual leave shall be entitled to receive additional annual leave as follows -

(i) If 35 ordinary shifts on such days have been worked - one week.

(ii) If less than 35 ordinary shifts on such days have been worked the medical practitioner shall be entitled to have one additional day's leave for each seven ordinary shifts so worked, provided that the maximum additional leave shall not exceed five working days.

(c) A medical practitioner who during a qualifying period towards an entitlement of annual leave was employed continuously on both a full-time and sessional basis or a sessional basis only may elect to take a lesser period of annual leave calculated by converting the sessional service to equivalent full-time service.

(2) A medical practitioner may take annual 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 annual leave taken shall be at the rate of salary applicable at the time of taking such leave.

(3) When the convenience of the hospital is served the employer may approve the deferment of the commencing date for taking annual leave, but such approval shall only remain in force for one year.

The employer may renew the approval referred to immediately above for a further period of a year or further periods of a year but so that a medical practitioner does not at any time accumulate more than three years' entitlement.

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

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

(4) Notwithstanding the provisions of this clause, the employer may direct a medical practitioner to take accrued annual leave and may determine the date on which such leave shall commence.

(5) Medical practitioners upon request shall receive their ordinary pay and any allowances due to them for the period of their annual leave prior to going on such annual leave.
If a practitioner lawfully leaves their employment, or their employment is terminated by the employer through no fault of the practitioner, before the practitioner has taken annual leave to which they are entitled, the practitioner is to be paid for the untaken leave.

Annual leave may also, by agreement between the Employer and practitioner, be taken in advance of it having accrued. In such a case the advance payment shall be offset against any future leave accrual or against monies otherwise payable to the practitioner on termination. No refund is required in the event of the death of the practitioner.

In addition to any payment to which a medical practitioner may be entitled under this clause, where a medical practitioner's employment is terminated after the completion of 52 weeks' continuous service and the medical practitioner has not been allowed the annual leave prescribed under this Award, the medical practitioner shall be given payment in lieu of that leave.

A medical practitioner shall be entitled to the payment of a 17.5% loading when proceeding on annual leave.

A medical practitioner shall be paid for any period of annual leave prescribed by this clause at the medical practitioner's ordinary rate of salary, and in the case of medical practitioners providing services pursuant to Clause 18, such payments shall include the shift and weekend penalties the medical practitioner would have received had the medical practitioner not proceeded on annual leave. Where it is not possible to calculate the shift and weekend penalties the medical practitioner would have received, the medical practitioner shall be paid at the rate of the average of such payments made each week over the four weeks prior to taking leave.

A medical practitioner who is granted an additional week's annual leave in accordance with paragraph (b) of subclause (1) shall be paid a loading equivalent to 20% of normal salary for 5 weeks' leave or shift and weekend penalties the medical practitioner would have received had the medical practitioner not proceeded on annual leave, whichever is the greater.

The loading shall be calculated on the medical practitioner's current salary rate and paid on a maximum of four weeks' annual leave or five weeks' annual leave in the case of a medical practitioner who accrues an additional week's leave in accordance with paragraph (b) of subclause (1) of this clause. The maximum loading payable on four weeks' annual leave shall not exceed the Average Weekly Total Earnings of All Males in Western Australia, as published by the Australian Bureau of Statistics, for the September quarter of the year immediately preceding that in which such leave commences. The maximum payment to medical practitioners who are granted an additional week's annual leave shall not exceed 5/4ths of the Average Weekly Total Earnings of All Males in Western Australia, as published by the Australian Bureau of Statistics, for the September quarter of the year immediately preceding that in which the annual leave commences.

The following additional conditions shall apply -

(i) When annual leave is approved to be taken in periods of less than four weeks, a pro rata loading shall be paid at the rate applicable when such leave is taken.

(ii) A medical practitioner who has been permitted to proceed on annual leave and who ceases duty before completing the required continuous service to accrue such leave must refund the value for the unearned pro rata portion, but no refund is required in the event of the death of a medical practitioner.

(iii) Annual leave commencing in any year and extending without a break into the following year attracts the loading calculated on the salary applicable on the day such leave commenced.

(iv) The loading payable on approved accumulated annual leave shall be at the rate applicable at the date such leave is taken. Under these circumstances a medical practitioner can receive up to the maximum loading for the approved accumulated annual leave in addition to the loading for the current year's entitlement.
Payment made for annual leave on the retirement or resignation of a medical practitioner shall include the loading calculated in accordance with the provisions of this subclause. The loading shall also be included in the payment made for annual leave to the widow/er or estate of a deceased medical practitioner.

The loading prescribed in this subclause shall not apply to proportionate leave on termination.

In the case of any medical practitioner transferring from one employer to another and who is covered by this Award the annual leave entitlement shall be transferred.

Payment in lieu of annual leave shall be made on the death, resignation or retirement of a medical practitioner.

A medical practitioner stationed north of 26° South Latitude shall receive an additional week’s annual leave for each completed year of continuous service in the region on the basis of one-twelfth of a week for each completed month.

Where payment in lieu of pro rata annual leave is made on the resignation or retirement of a medical practitioner, in addition to the payment calculated in accordance with subclause (6)(a), the medical practitioner shall be paid one-twelfth of a week for each completed month of continuous service in the region. Payment for the additional leave shall also be included with the payment made for annual leave to the surviving spouse or estate of a deceased medical practitioner.

A medical practitioner employed on a sessional basis shall receive payment for annual leave in accordance with Clause 16(5)(a) of this Award.

Medical practitioners employed on a sessional basis shall be paid a pro rata loading at the rate applicable.

The loading shall apply to leave to which the medical practitioner becomes entitled to on or after 1 January 1974.

9. - PUBLIC HOLIDAYS

A medical practitioner employed on a full time basis is entitled to:

(a) The following public holidays in accordance with the Public and Bank Holidays Act, 1972 -

   New Year's Day
   Australia Day
   Labour Day
   Good Friday
   Easter Monday
   Anzac Day
   Foundation Day
   Sovereign's Birthday
   Christmas Day
   Boxing Day

(ii) When any of the days mentioned in placitum (i) of paragraph (a) hereof falls on a Saturday or Sunday the holiday shall be observed on the next succeeding Monday, provided that when Boxing Day falls on a Saturday, Sunday or Monday the holiday shall be observed on the next succeeding Tuesday.

(b) Two additional days of paid leave per calendar year which may be taken at a time mutually agreed between the employer and employee provided that:

(i) these days are not cumulative and may only be taken in the year in which they fall due;
(ii) not more than one day may be taken before Easter Monday;

(iii) the employer and employees may agree alternative arrangements for the taking of these days or payment in lieu thereof.

(2) (a) When any of the days observed as a holiday in this clause fall during a period of annual leave the holiday or holidays shall be observed on the next succeeding work day or days as the case may be after completion of that annual leave.

(b) When any of the days observed as a holiday as prescribed in this clause fall on a day when a medical practitioner is rostered off duty and the medical practitioner has not been required to work on that day the medical practitioner shall be paid as if the day was an ordinary working day or if the employer agrees be allowed to take a day's holiday in lieu of the holiday at a time mutually acceptable to the employer and the medical practitioner.

(3) A medical practitioner who is required to be on call in accordance with the provisions of Clause 17. - On Call and Call Back of this Award on a day observed as a public holiday during what would normally have been the medical practitioner's ordinary hours shall be allowed to observe that holiday on a day mutually acceptable to the hospital and the medical practitioner.

(4) A medical practitioner employed on a sessional basis shall be entitled to public holidays and public service holidays in accordance with subclause (6) of Clause 16. - Sessional Medical Practitioners of this Award.

10. - SICK LEAVE

(1) A medical practitioner who is unfit for duty due to illness or injury shall, as soon as possible, notify the Employer of the fact and shall also advise the likely date of resuming duty.

(2) No sick leave with pay exceeding two consecutive working days shall be granted without an adequate medical certificate or other evidence that would satisfy a reasonable person.

(3) A medical practitioner who is unable to resume duty on the expiration of the period shown in the first certificate, shall produce a further certificate and shall continue to do so upon the expiration of the period respectively covered by such certificates.

(4) Where a medical practitioner is ill during a period of annual 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 as a result of the illness confined to the medical practitioner's place of residence or a hospital for a period of at least seven consecutive calendar days, the Employer may grant the medical practitioner sick leave for the period during which the medical practitioner was so confined and reinstate the medical practitioner's annual leave equivalent to the period of confinement.

(5) Where a medical practitioner is ill during the period of 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 a 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's long service leave equivalent to the period of confinement.

(6) The basis for determining the leave of absence on the grounds of illness that may be granted shall be ascertained by crediting the medical practitioner concerned with the following periods, but the leave shall be cumulative:

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<th>Leave</th>
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<tr>
<td>on Full</td>
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<tr>
<td>Pay</td>
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<tr>
<td>Working</td>
<td>Working</td>
</tr>
<tr>
<td>Days</td>
<td>Days</td>
</tr>
</tbody>
</table>
(a) On day of employment of the medical practitioner 5 2
(b) On completion by the medical practitioner of six months service 5 3
(c) On completion by the medical practitioner of twelve months service and on completion of each additional twelve months service by the medical practitioner 10 5

(7) Where a medical practitioner is duly absent on account of illness and the medical practitioner's entitlement to sick leave on full pay is exhausted, the medical practitioner may, with the approval of the Employer elect to convert any part of the entitlement to sick leave on half pay to sick leave on full pay, but so that the sick leave entitlement on half pay is reduced by two days for each day of sick leave on full pay that the medical practitioner received by the conversion.

(8) No leave on account of illness or injury shall be granted with pay if the illness or injury has been caused by misconduct of the medical practitioner or in any case of absence from duty without sufficient cause.

(9) Where a medical practitioner suffers an injury within the meaning of Section 5 of the Workers' Compensation and Injury Management Act 1981 (WA), which necessitates that medical practitioners being absent from duty, sick leave with pay shall be granted to the extent of sick leave credits. In accordance with Section 80(2) of the Workers' Compensation and Injury Management Act 1981 (WA) where the claim for workers' compensation is decided in favour of the medical practitioner, sick leave credit is to be reinstated and the period of absence shall be granted as sick leave without pay.

(10) Where a medical practitioner resigns or is terminated by the Employer through no fault of the medical practitioner and is engaged by another respondent to this Award within seven days of the expiration of any period for which payment in lieu of annual leave or public holidays has been made, the period of sick leave that has accrued to the medical practitioner's credit shall remain to such medical practitioner's credit and the provision of subclause (6) shall continue to apply to such medical practitioner.

If a practitioner was, immediately prior to being employed by the employer, employed by any other WA government employer, or by the Commonwealth or any other State of Australia, and the period between the date when the practitioner ceased previous employment and the date of the practitioner commencing employment with the employer does not exceed one week, or such further period as the employer determines, the employer may credit that practitioner additional sick leave credits up to those held at the date the practitioner ceased the previous employment.

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

11. - CARERS LEAVE

(1) An employee is entitled to use, each year, up to ten (10) days of the employee's sick leave entitlement to provide care or support to a member of the employee's family or household who requires care or support because of:

(a) an illness or injury of the member; or
(b) an unexpected emergency affecting the member.

(2) An employee shall, wherever practicable, give the employer notice of the intention to take carer's leave and the estimated length of absence. If it is not practicable to give prior notice of absence, an employee shall notify the employer as soon as possible on the first day of absence. Where possible, an estimate of the period of absence from work shall be provided.
An employee shall provide, where required by the employer, evidence to establish the requirement to take carers leave. An application for carers leave exceeding two consecutive working days shall be supported by evidence that would satisfy a reasonable person of the entitlement.

The definition of family shall be the definition of ‘relative’ contained in the Western Australian Equal Opportunity Act 1984. That is, a person who is related to the officer by blood, marriage, affinity or adoption and includes a person who is wholly or mainly dependant on, or is a member of the household of, the officer. “Member of the employee's household” means a person who, at or immediately before the relevant time for assessing the employee's eligibility to take leave, lived with the employee.

Carers leave may be taken on an hourly basis or part thereof.

Where an employee cannot take paid carer's leave for a particular occasion, an employee is entitled to unpaid carer's leave of up to two days for each occasion on which a member of the employee's family or household requires care and support because of:

(a) an illness or injury of the member;
(b) an unexpected emergency affecting the member; or
(c) the birth of a child by the member.

12. - BEREAVEMENT LEAVE

Medical practitioners including casuals shall on the death of:

(a) the spouse or de-facto partner of the medical practitioner;
(b) the child, step-child or grandchild of the medical practitioner (including an adult child, step-child or grandchild);
(c) the parent, step-parent or grandparent of the medical practitioner;
(d) the brother, sister, step brother or step sister; or
(e) any other person who, immediately before that person's death, lived with the medical practitioner as a member of the medical practitioner's household;

be eligible for up to two (2) days paid bereavement leave, provided that at the request of a medical practitioner the employer may exercise discretion to grant bereavement leave to a medical practitioner in respect of some other person with whom the medical practitioner has a special relationship.

The two (2) days need not be consecutive.

Bereavement leave is not to be taken during any other period of leave.

Payment of such leave may be subject to the medical practitioner providing evidence, if so requested by the employer, of the death or relationship to the deceased that would satisfy a reasonable person.

A medical practitioner requiring more than two (2) days bereavement leave in order to travel overseas in the event of the death overseas of a member of the medical practitioner's immediate family may, upon providing adequate proof, in addition to any bereavement leave to which the medical practitioner is eligible, have immediate access to annual leave and/or accrued long service leave or leave without pay provided all accrued leave is exhausted.

Travelling time for Regional Medical Practitioners
Subject to prior approval from the employer, a medical practitioner entitled to bereavement leave and who, as a result of such bereavement, travels to a location within Western Australia that is more than 240 km from their workplace will be granted paid time off for the travel period undertaken in the medical practitioner’s ordinary working hours up to a maximum of 15 hours per bereavement. The employer will not unreasonably withhold approval.

The employer may approve additional paid travel time within Western Australia where the medical practitioner can demonstrate to the satisfaction of the employer that more than two days travel time is warranted.

The provisions of subclause (6) are not available to medical practitioners whilst on leave without pay or sick leave without pay.

The provisions of subclauses (6)(a) and (b) apply as follows.

(i) A medical practitioner employed on a fixed term contract for a period greater than 12 months, shall be credited with the same entitlement as a permanent medical practitioner for each full year of service and pro rata for any residual portion of employment.

(ii) A medical practitioner employed on a fixed term contract for a period less than 12 months shall be credited with the same entitlement on a pro rata basis for the period of employment.

(iii) A part time medical practitioner shall be entitled to the same entitlement as a full time medical practitioner for the period of employment, but on a pro rata basis according to the number of ordinary hours worked each fortnight.

(iv) For casual medical practitioners, the provisions apply to the extent of their agreed working arrangements.

13. - LONG SERVICE LEAVE

(1) (a) A medical practitioner employed on a full time basis is entitled to 13 weeks’ long service leave at their ordinary rate of pay on the completion of a period of seven years of continuous service and an additional three months of long service leave on full pay for each subsequent period of seven years of continuous service completed by the medical practitioner.

(b) A medical practitioner employed on a sessional basis shall be entitled to long service leave in accordance with this clause, payment for which shall be calculated in accordance with subclause (7) of Clause 18. – Sessional Medical Practitioners of this Award.

(2) Notwithstanding the provisions of subclause (1) above a medical practitioner who, during a qualifying period towards an entitlement of long service leave was employed continuously on both a full-time and sessional basis or a sessional basis only may elect to take a lesser period of long service leave calculated by converting the sessional service to equivalent full-time service; based on ten sessions per week.

A medical practitioner who has elected to compact an accrued entitlement to long service leave in accordance with this subclause shall only take such leave in one period. In such circumstances the period exercised as "continuous service" in subclause (1) shall be 13 weeks.

(3) A medical practitioner shall take the long service leave to which an entitlement has accrued at the convenience of the Employer.

(4) Subject to the approval of the Employer a medical practitioner shall take long service leave at any time within three (3) years of the leave becoming due. Provided that the employer may approve the deferment of taking long service leave beyond three (3) years in "exceptional circumstances".

"Exceptional circumstances” shall include retirement within five (5) years of the date of entitlement.
Approval to defer the taking of long service leave may be withdrawn or varied at any time by the Employer giving the medical practitioner notice in writing of the withdrawal or variation.

(5) Upon the application of a medical practitioner, the Employer may approve the taking by the medical practitioner:

(a) of double the period of long service leave entitlement on half pay instead of the period of long service leave entitlement on full pay; or

(b) of any portion of long service leave entitlement on full pay or double the portion on half pay, provided that the minimum portion of long service leave entitlement taken shall be one complete month's entitlement or a multiple thereof.

(6) Continuous service shall not include:

(a) any period during which a medical practitioner is absent on a long service leave entitlement or any portion thereof;

(b) any period exceeding two weeks during which the medical practitioner is absent on leave without pay, unless the Employer determines otherwise;

(c) any service by a medical practitioner who resigns, is dismissed or whose services are otherwise terminated other than service prior to such resignation, dismissal or termination when that prior service had actually entitled the medical practitioner to long service leave.

(7) A lump sum payment for long service leave accrued in accordance with this Clause and for pro-rata long service leave shall be made in the following cases:

(a) As a retiring allowance, to a medical practitioner who retires at or over the age of fifty five years or who is retired on the grounds of ill health, provided that no payment shall be made for pro-rata long service leave unless the medical practitioner has completed not less than twelve months' continuous service.

(b) To a medical practitioner who, not having resigned, is retired for any other cause; provided that no payment shall be made for pro-rata long service leave unless the medical practitioner has completed not less than three years' continuous service before the date of retirement.

(c) To the estate of a medical practitioner in the event of death, unless the medical practitioner is survived by a spouse legally dependent on him/her or some other person legally so dependent who is approved by the Employer for the purpose. Provided that no payment shall be made for pro-rata long service leave unless the medical practitioner had completed not less than twelve months' continuous service prior to the date of death.

(8) (a) A medical practitioner may, prior to commencing long service leave, request approval for the substitution of another date for the commencement of long service leave and the employer may approve such substitution.

(b) Subject to the provisions of subclause (6) the service of a medical practitioner shall not be deemed to have been broken if the medical practitioner's employment is ended by the employer for any reason other than misconduct or unsatisfactory service but only if -

(i) the medical practitioner resumes employment under this Award not later than six months from the day on which the employment ended; and

(ii) payment pursuant to subclause (7) of this clause has not been made.

(9) (a) If a practitioner, immediately prior to being employed by the employer was employed by any other WA Government employer or by the Commonwealth or any other State of Australia, and the period between the date when that practitioner ceased the previous employment and the date of commencing employment with the new employer does not exceed one week, or such further period
as the employer determines, that practitioner shall be entitled to thirteen weeks of long service leave on full pay on the date determined by:

(i) calculating the pro rata portion of long service leave to which the practitioner would have been entitled up to the date of appointment by the employer in accordance with the provisions that applied to the previous employment referred to, but in calculating that period of pro rata long service leave, any long service leave taken or any benefit granted in lieu of any such long service leave during that employment shall be deducted from any long service leave to which the practitioner may become entitled under this clause; and

(ii) by calculating the balance of the long service leave entitlement of the practitioner upon appointment by the employer in accordance with the provisions of subclause (1) of this clause.

(b) In addition to any entitlement arising from the application of paragraph (a) of this subclause, a practitioner previously employed by any other WA Government employer may, on approval of the employer be credited with any period of long service leave to which the practitioner became entitled during the former employment but had not taken at the date of appointment with the employer provided the former employer had given approval for the practitioner to accumulate the entitlement.

(c) A practitioner previously employed by the Commonwealth or by any other State of Australia shall not proceed on any period of long service leave without the express approval of the employer until the practitioner has served a period of not less than three years continuous service under this Award and becomes entitled to long service leave on full pay.

(d) Nothing in this Agreement confers on any practitioner previously employed by the Commonwealth or by any other State of Australia any entitlement to a complete period of long service leave that accrued in the practitioner’s favour prior to the date on which the practitioner commenced employment under this Award.

(10) A practitioner who has elected to retire at or over the age of 55 years and who will complete not less than twelve months' continuous service before the date of retirement may apply to take pro rata long service leave before the date of retirement, based on continuous service of a lesser period than that prescribed by subclause (1) for a long service leave entitlement.

(11) Long service leave accrued prior to the introduction of this Award shall remain to the credit of the medical practitioner.

14. - PARENTAL LEAVE

(1) Definitions

(a) “Employee” includes full time, part time, permanent, fixed term contract and “eligible” casual employees.

(b) A casual employee is “eligible” if the employee -

(i) has been engaged by the public sector on a regular and systematic basis for a sequence of periods of employment during a period of at least twelve (12) months; and

(ii) but for an expected birth of a child to the employee or the employee’s spouse or de facto partner or an expected placement of a child with the employee with a view to the adoption of the child by the employee, would have a reasonable expectation of continuing engagement by the employer on a regular and systematic basis.

(c) Without limiting subclause (1)(b), a casual employee is also “eligible” if the employee –
(i) was engaged by the public sector on a regular and systematic basis for a sequence of periods during a period (the first period of employment) of less than twelve (12) months; and

(ii) at the end of the first period of employment, the employee ceased, on the employer’s initiative, to be so engaged by the public sector employer; and

(iii) the public sector employer later again engaged the employee on a regular and systematic basis for a further sequence of periods during a period (the second period of employment) that started not more than three months after the end of the first period of employment; and

(iv) the combined length of the first period of employment and the second period of employment is at least twelve (12) months; and

(v) the employee, but for an expected birth of a child to the employee or the employee’s spouse or de facto partner or an expected placement of a child with the employee with a view to adoption of the child by the employee, would have a reasonable expectation of continuing engagement in the public sector on a regular and systematic basis.

(d) “Partner” means a person who is a spouse or de facto partner.

(e) “Primary Care Giver” is the employee who will assume the principal role for the care and attention of a child/children. The employer may require confirmation of primary care giver status.

(f) “Public sector” means an employing authority as defined in Section 5 of the Public Sector Management Act 1994 (WA).

(g) “Replacement Employee” is an employee specifically engaged to replace an employee proceeding on parental leave.

(2) Entitlement to Parental and Partner Leave

(a) An employee is entitled to a period of up to 52 weeks unpaid parental leave in respect of the:

(i) birth of a child to the employee or the employee's partner; or

(ii) adoption of a child who is not the child or the stepchild of the employee or the employee's partner; is under the age of five (5); and has not lived continuously with the employee for six (6) months or longer.

(b) An employee, other than an eligible casual employee, identified as the primary care giver of a child and who has completed twelve months continuous service in the Western Australian public sector shall be entitled to fourteen weeks paid parental leave which will form part of the 52 week entitlement provided in subclause (2)(a) of this clause.

(c) An employee may take the paid parental leave specified in subclause (2)(b) at half pay for a period equal to twice the period to which the employee would otherwise be entitled.

(d) A pregnant employee can commence the period of paid parental leave any time up to six (6) weeks before the expected date of birth and no later than four (4) weeks after the birth. Any other primary care giver can commence the period of paid parental leave from the birth date or for the purposes of adoption from the placement of the child but no later than four (4) weeks after the birth or placement of the child.

(e) Paid parental leave for primary care purposes for any one birth or adoption shall not exceed fourteen weeks.

(f) The paid and unpaid parental leave entitlement up to a maximum of 52 weeks may be shared between partners assuming the role of primary care giver.
Parental leave may only be taken concurrently by an employee and his or her partner as provided for in subclause (3) or under special circumstances with the approval of the employer.

Where less than the standard parental leave is taken the unused portion of the period of paid or unpaid leave cannot be preserved in any way.

An employee may elect to receive pay in advance for the period of paid parental leave at the time the parental leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the paid parental leave.

An employee is eligible, without resuming duty, for subsequent periods of parental leave in accordance with the provisions of this clause.

Partner Leave

An employee who is not a primary care giver shall be entitled to a period of unpaid partner leave of up to one (1) week at the time of the birth of a child/children to his or her partner. In the case of adoption of a child this period shall be increased to up to three (3) weeks unpaid leave.

The employee may request to extend the period of unpaid partner leave up to a maximum of eight weeks.

The employer is to agree to an employee’s request to extend their partner leave under subclause (3)(b) unless:

(i) having considered the employee’s circumstances, the employer is not satisfied that the request is genuinely based on the employee’s parental responsibilities; or

(ii) there are grounds to refuse the request relating to its adverse effect on the employer’s business and those grounds would satisfy a reasonable person. These grounds include, but are not limited to:

· cost;
· lack of adequate replacement staff;
· loss of efficiency; and
· impact on the production or delivery of products or services by the employer.

The employer is to give the employee written notice of the employer’s decision on a request for extended partner leave. If the employee’s request is refused, the notice is to set out the reasons for the refusal.

An employee who believes their request for extended partner leave under subclause (3)(b) has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the employer to demonstrate that the refusal was justified in the circumstances.

The taking of partner leave by an employee shall have no effect on their or their partner’s entitlement, where applicable, to paid parental leave under this clause.

Birth of a child

An employee shall provide the employer with a medical certificate from a registered medical practitioner naming the employee, or the employee’s partner confirming the pregnancy and the estimated date of birth.

If the pregnancy results in other than a live child or the child dies in the fourteen weeks immediately after the birth, the entitlement to paid parental leave remains intact.

Adoption of a child
(a) An employee seeking to adopt a child shall be entitled to two (2) days unpaid leave to attend interviews or examinations required for the adoption procedure. Employees working or residing outside the Perth metropolitan area are entitled to an additional day’s unpaid leave. The employee may take any paid leave entitlement in lieu of this leave.

(b) If an application for parental leave has been granted for the adoption of a child, which does not eventuate, then the period of paid or unpaid parental leave is terminated. Employees may take any other paid leave entitlement in lieu of the terminated parental leave or return to work.

(6) Other leave entitlements

(a) An employee proceeding on unpaid parental leave may elect to substitute any part of that leave with accrued annual leave or long service leave for the whole or part of the period of unpaid parental leave.

(b) Subject to all other leave entitlements being exhausted, an employee shall be entitled to apply for leave without pay following parental leave to extend their leave by up to two (2) years. The employer is to agree to a request to extend their leave unless:

(i) the employer is not satisfied that the request is genuinely based on the employee’s parental responsibilities; or

(ii) there are grounds to refuse the request relating to its adverse effect on the employer’s business and those grounds would satisfy a reasonable person. These grounds include, but are not limited to:

- cost;
- lack of adequate replacement staff;
- loss of efficiency;
- impact on the production or delivery of products or services by the employer.

(c) The employer is to give the employee written notice of the employer’s decision on a request for leave without pay under subclause (6)(b). If the request is refused, the notice is to set out the reasons for the refusal.

(d) An employee who believes their request for leave without pay under subclause (6)(b) has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the employer to demonstrate that the refusal was justified in the circumstances.

(e) Any period of leave without pay must be applied for and approved in advance and will be granted on a year-by-year basis. Where both partners work for the employer the total combined period of leave without pay following parental leave will not exceed two (2) years.

(f) An employee on parental leave is not entitled to paid sick leave and other paid absences other than as specified in subclause (6)(a) and (6)(g).

(g) Should the birth or adoption result in other than the arrival of a living child, the employee shall be entitled to such period of paid sick leave or unpaid leave for a period certified as necessary by a registered medical practitioner. Such paid sick leave cannot be taken concurrently with paid parental leave.

(h) Where a pregnant employee not on parental leave suffers illness related to the pregnancy or is required to undergo a pregnancy related medical procedure the employee may take any paid sick leave to which the employee is entitled or unpaid leave for a period as certified necessary by a registered medical practitioner.

(7) Notice and Variation
(a) An employee shall give not less than four (4) weeks’ notice in writing to the employer of the date the employee proposes to commence paid or unpaid parental leave stating the period of leave to be taken.

(b) An employee seeking to adopt a child shall not be in breach of subclause (7)(a) by failing to give the required period of notice if such failure is due to the requirement of the adoption agency to accept earlier or later placement of a child, or other compelling circumstances.

(c) An employee proceeding on parental leave may elect to take a shorter period of parental leave and may at any time during that period elect to reduce or extend the period stated in the original application, provided four (4) weeks written notice is provided.

(8) Transfer to a safe job

(a) If the employee gives her employer a medical certificate from a medical practitioner containing a statement to the effect that, in the medical practitioner’s opinion, the employee is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of:

(i) illness, or risks, arising out of her pregnancy; or

(ii) hazards connected with that position; then

the employer must modify the duties of the position or alternatively transfer the employee to a safe job at the same classification level for the period during which she is unable to continue in her present position.

(b) If the employee’s employer does not think it to be reasonably practicable to modify the duties of the position or transfer the employee to a safe job the employee is entitled to paid leave for the period during which she is unable to continue in her present position.

(c) An entitlement to paid leave provided in subclause (8)(b) is in addition to any other leave entitlement the employee has and is to be paid the amount the employee would reasonably have expected to be paid if the employee had worked during that period.

(d) An entitlement to paid leave provided in subclause (8)(b) ends at the earliest of whichever of the following times is applicable:

(i) the end of the period stated in the medical certificate;

(ii) if the employee’s pregnancy results in the birth of a living child – the end of the day before the date of birth;

(iii) if the employee’s pregnancy ends otherwise than with the birth of a living child – the end of the day before the end of the pregnancy.

(9) Communication during Parental Leave

(a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

(i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

(ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

(b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee’s decision regarding the duration of parental leave to be taken, whether the
employee intends to return to work and whether the employee intends to return to work on a part-time basis.

(c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer’s capacity to comply with subclause (9)(a).

(10) Replacement Employee

Prior to engaging a replacement employee the employer shall inform the person of the temporary nature of the employment and the entitlements relating to the return to work of the employee on parental leave.

(11) Return to Work

(a) An employee shall confirm the intention to return to work by notice in writing to the employer not less than four (4) weeks prior to the expiration of parental leave.

(b) Where an employer has made a definite decision to introduce major changes that are likely to have a significant effect on the officer’s position the employer shall notify the officer while they are on parental leave.

(c) An employee on return to work from parental leave will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the employee’s skill and abilities as the substantive position held immediately prior to proceeding on parental leave. Where the employee was transferred to a safe job the employee is entitled to return to the position occupied immediately prior to transfer.

(12) Right to return to work on a modified basis

(a) An employee may return on a sessional basis to the substantive position occupied prior to the commencement of leave or to a different position at the same classification level.

(b) An employee may return on a modified basis that involves the employee working on different days or at different times, or both; or on fewer days or for fewer hours or both, than the employee worked immediately before starting parental leave.

(13) Right to revert

(a) An employee who has returned on a part time or modified basis in accordance with subclause (12) may subsequently request the employer to permit the employee to resume working on the same basis as the employee worked immediately before starting parental leave or full time work at the same classification level.

(b) An employer is to agree to a request to revert made under subclause (13)(a) unless there are grounds to refuse the request relating to the adverse effect that agreeing to the request would have on the conduct of operations or business of the employer and those grounds would satisfy a reasonable person.

(c) An employer is to give the employee written notice of the employer’s decision on a request to revert under subclause (13)(a). If the request is refused, the notice is to set out the reasons for the refusal.

(d) An employee who believes their request to revert under subclause (13)(a) has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the employer to demonstrate that the refusal was justified in the circumstances.

(14) Effect of Parental Leave on the Contract of Employment

(a) An employee employed for a fixed term contract shall have the same entitlement to parental leave, however the period of leave granted shall not extend beyond the term of that contract.
Paid parental leave will count as qualifying service for all purposes of this Award. During paid parental leave at half pay all entitlements will accrue as if the employee had taken the entitlement to paid parental leave at full pay.

Absence on unpaid parental leave shall not break the continuity of service of employees but shall not be taken into account in calculating the period of service for any purpose of this Award.

An employee on parental leave may terminate employment at any time during the period of leave by written notice in accordance with subclause (1) of Clause 6 – Contract of Service of this Award.

An employer shall not terminate the employment of an employee on the grounds of the employee’s application for parental leave or absence on parental leave but otherwise the rights of the employer in respect of termination of employment are not affected.

15. - SHORT LEAVE

The Employer may, upon sufficient cause being shown, grant a medical practitioner employed on a full time basis, leave of absence, not exceeding two consecutive working days, but any leave of absence granted under the provisions of this Clause shall not exceed, in the aggregate, three working days in any one calendar year.

16. - SPECIAL LEAVE

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

17. - PRIVATE PRACTICE - FULL TIME MEDICAL PRACTITIONERS

(1) (a) The Employer, with the approval of the Minister, shall have the authority to grant or withdraw the right of private practice; it being understood that an appointment made by the Employer shall normally include the right of private practice.

(b) In the event of a disagreement relating to a decision of an Employer not to grant the right, or to withdraw the right of private practice, the matter may be referred to the Board of Reference for determination.

(c) Notwithstanding the provisions of this subclause the granting or withdrawal of a right of private practice to Deputy Medical Superintendents and Assistant Medical Superintendents shall be determined by the Minister. Deputy Medical Superintendents and Assistant Medical Superintendents shall not normally be granted the right of private practice.

(d) Advertisements for positions covered by this Award shall clearly indicate if the appointee shall have the right of private practice.

(e) The right of private practice shall be exercised to the fullest extent available.

(f) Private practice within the hospital must not interfere with a medical practitioner's responsibility to carry out all the necessary duties of the medical practitioner's hospital appointment and shall be relevant to the medical practitioner’s specialty.

(g) In lieu of the provisions of subclauses (2) to (8) of this clause, medical practitioners employed north of 26 degrees South Latitude shall be granted private practice arrangements in accordance with Schedule A - Schedule of Agreement.

(h) Salary where referred to in this clause shall mean the annual salary payable to the medical practitioner pursuant to Clause 7. - Salaries and Salary Ranges and shall, where applicable, include the relevant Head of Department Allowance prescribed under Clause 7. - Salaries and Salary Ranges.
"Private Practice" where referred to in this clause shall mean those services provided in or using the hospital's facilities and for which fees are charged by or on behalf of the Medical Practitioner.

Medical practitioners exercising rights of private practice in accordance with subclause (3) hereunder as at 1 July 1990 may continue to operate under those arrangements provided that a medical practitioner has the right to transfer to either Arrangement A or B as provided for in subclause (4) with effect from 1 July 1990 or at the commencement of any subsequent financial year. However, where a medical practitioner transfers to Arrangement A or B the medical practitioner shall not be able to transfer back to the arrangement provided for under subclause (3) hereunder.

A medical practitioner employed on a full time basis who has been granted the right of private practice within the hospital, may retain from nett earnings from private practice within the hospital up to an amount equal to twenty five per cent (25%) of the medical practitioner's salary.

Nett earnings means the total amount received by the medical practitioner from private practice within the hospital after deducting actual expenses for such costs as secretarial and audit costs and accounting assistance, stationery and postage incurred in the collection of private practice fees which shall not exceed seventeen and one half per cent (17½%) of private practice receipts.

Fees received by medical practitioners employed on a full time basis from private practice within the hospital, in excess of the amounts authorised under this subclause, shall be paid to the Employer and credited to a Trust Fund approved by the Employer as provided for in subclause (4)(b)(1)(c) of this clause.

A medical practitioner may render accounts directly to private patients within the hospital.

In so doing, a medical practitioner shall provide to the hospital within three months after June 30 each year an audited statement in the following form together with a cheque for the amount payable to the hospital. The audited statement must state that all monies due to the hospital have been accounted for and the statement must be signed and dated by the medical practitioner.

(i) Total amount of accounts rendered during the year $
(ii) Total amount of accounts collected $ 

Less collection expenses in accordance with paragraph (b) of this subclause $ 

NETT amount for distribution

(iii) The NETT amount shown above to be allocated in order:

(aa) To the hospital - payment for the use of hospital facilities in accordance with subclause (8) of this clause $ 

Balance

(bb) To the medical practitioner - up to 25% of annual salary in accordance with this subclause $ 

Balance

(cc) To the hospital - to be credited to an approved trust fund in accordance with paragraph (c) of this subclause $ 

(iv) Amount payable to the hospital being the total of items (aa) and (cc) above $
Provided that where the medical practitioner and Employer agree, the amount payable to the hospital may be paid on a quarterly basis in which case unaudited statements in the above general form shall be provided. Any end-of-year adjustment shall be made by payment accompanying the audited statement.

A medical practitioner who does not comply with the provisions of this paragraph may have the right to render accounts directly to private patients withdrawn and the Employer may direct that the hospital shall act as the agent in the rendering of accounts.

(e)  A medical practitioner may request the hospital to act as agent for the rendering of accounts to private patients after the medical practitioner has assessed the fee for services.

In so doing, the hospital shall provide to the medical practitioner within three months after June 30 each year a statement in the following form together with a cheque for the amount payable to the medical practitioner:

*Article I.*

(i) Total amount of accounts rendered during the year $ 

(ii) Total amount of accounts collected $ 

Less collection expenses in accordance with paragraph (b) of this subclause $ 

NETT amount for distribution 

(iii) The NETT amount shown above to be allocated in order:

(aa) To the hospital – payment for the use of hospital facilities in accordance with subclause (8) of this clause $ 

(bb) To the medical practitioner - paid with fortnightly salary or payable as an annual amount or as agreed between the Employer and the medical practitioner $ 

(cc) Balance payable to an approved Trust Fund in accordance with paragraph (c) of this subclause $ 

(4) Notwithstanding the provisions of subclause (3) hereof, a medical practitioner employed on a full time basis may elect on an annual basis to be employed under one of the arrangements set out as Arrangement A or B of this subclause.

(a) Arrangement A

A medical practitioner, upon electing Arrangement A, shall give to the hospital written authority to render accounts in the medical practitioner's name on private patients seen in the course of duty and shall be paid an allowance at the rate of 16% of the salary rate prescribed in Clause 7. Salaries and Salary Ranges payable with effect from the first pay period on or after the date of the initial or annual election.

Provided that a medical practitioner who operates under Arrangement A, shall not be eligible for the private practice expenses allowance specified in subclause (3)(b) of this clause. Provided further that where the medical practitioner resigns or whose services are terminated by one of the hospitals respondent to this Award and commences employment within a period of one week with another respondent to this Award, the practitioner shall continue to operate under this arrangement up until the next annual election unless that Employer and the medical practitioner otherwise agree to vary this arrangement.
This allowance shall be paid fortnightly including during absences on approved annual, sick and long service leave, study leave and conference leave, but not where the monetary value of such leave is paid on resignation, retirement or dismissal.

(b) Arrangement B

(i) (aa) A medical practitioner shall upon electing and commencing under Arrangement B render accounts directly to private patients within the hospital.

A medical practitioner operating under this arrangement may retain from nett earnings from private practice within the hospital up to an amount equal to 25% of the medical practitioner's salary.

(bb) Nett earnings means the total amount received by the medical practitioner from private practice within the hospital after the medical practitioner deducts an allowance of 17½% of private practice receipts and the medical practitioner's medical defence premium for the financial year in question.

(cc) Fees received by medical practitioners employed on a full time basis from private practice within the hospital, in excess of the amount authorised under paragraph (4) (b) (i) (aa) of this subclause, shall be paid into a Trust Fund acceptable to the Employer.

(dd) A medical practitioner shall provide to the hospital within three months after June 30 each year a statement in the following form together with cheques for the amounts to be paid to the hospital and into the Trust Fund respectively:

(i) Total amount of accounts rendered during the year $
(ii) Total amount of accounts collected $
(iii) Less expenses in accordance with paragraph (4) (b) (i) (bb) of this subclause namely:
(1) 17½% for administration and collection costs.
(2) Medical defence premium for the year in question.
(iv) NETT amount for distribution in the following order:
(aa) To the hospital - payment for the use of hospital facilities in accordance with subclause (8) of this clause based upon the services included in the nett amount for distribution in (iv) above as a percentage of the total amount of accounts collected in (ii) above $ Balance
(bb) To the medical practitioner being up to an amount equal $
to 25% of the medical practitioner's salary

(cc) To the Trust Fund in accordance with paragraph (4) (b) (i) (cc) of this subclause

Balance

The medical practitioner shall include the following certification at the end of the statement:

.................................................Signature

....................................................Date

(ii) Provided that where the medical practitioner and Employer agree, the amount payable to the hospital and the Trust Fund may be paid on a quarterly basis in which case unaudited quarterly statements in the above general form shall be provided. Any end-of-year adjustment shall be made by payment accompanying the annual statement.

(iii) (aa) Where, under Arrangement B paragraphs (4) (b) (i) or (4) (b) (ii), individual or agreed group contributions are not sufficient to permit drawings of 16% of the medical practitioner's salary payment shall be made up to 16% of the salary rate prescribed in Clause 7. - Salaries and Salary Ranges from that proportion of the annual pool of charges which would otherwise have been appropriated as facility charges. In such circumstances payment to the 16% of salary level shall be made once each year for the year ended June 30 following receipt of a certified statement from the practitioner to the hospital in accordance with subclause (4)(b)(i)(dd) of this clause.

(bb) Where, under Arrangement B paragraphs (4) (b) (i) or (4) (b) (ii), individual or agreed group contributions are sufficient to permit drawings of 16% but less than 25% of the medical practitioner's salary rate prescribed in Clause 7. - Salaries and Salary Ranges, payment shall be made up to 25% of salary from that proportion of the annual pool of charges which would otherwise have been appropriated as facility charges. In such circumstances payment to the 25% of salary level shall be made once each year for the year ended June 30 following receipt of a certified statement from the practitioner to the hospital in accordance with subclause (4)(b)(i)(dd) of this clause.

(cc) Amounts paid to medical practitioners under this Arrangement shall not be regarded as salary for the purpose of calculating superannuation entitlement nor for the purpose of any other entitlement under this Award.

(iv) Conference and Overseas Study Leave - The following conditions shall apply with respect to conference leave and overseas study leave for those medical practitioners participating in Arrangement A or B.

(aa) Conference Leave - One period of leave, of up to one week, on full pay shall be allowed to each medical practitioner participating in Arrangement A or B provided for in this subclause during each year of continuous service, provided that where, in any year of continuous service, the whole or any part of such leave is not taken by the medical practitioner nor granted by the Employer, any leave not so taken shall be granted during the following year; provided further that the maximum amount of such leave that may be allowed to any medical practitioner shall not exceed two (2) weeks in any year of continuous service.
In respect of each period of conference leave, a medical practitioner shall be granted:

(i) the actual cost of air fares up to a maximum cost of Business Class rates (in the case of Arrangement A participants' air fares are also limited to a maximum of the cost of a Business Class Perth/Brisbane return fare), or where air travel is not available, First-class return rail fares; and

(ii) A travelling allowance at the rate prescribed under Schedule I of the Public Service Award 1992.

Provided that medical practitioners exercising rights of private practice under Arrangement B shall not be entitled to the payment of fares and travelling allowance out of hospital funds but such expenses are to be met out of any travel grant from the Trust Fund.

(bb) Overseas Study Leave - Each medical practitioner participating in Arrangement A or B shall be allowed three (3) months' leave on full pay after five (5) years' continuous service for the purpose of overseas study and shall be allowed a further period of three (3) months' leave on full pay for each completed period of five (5) years' continuous service thereafter with such leave being allowed to be deferred by mutual agreement, provided that no medical practitioner shall be allowed to take accumulated leave in excess of six (6) months in any one period; provided further that a medical practitioner who has served for a minimum of five (5) years may, subject to hospital convenience, elect to take his overseas study leave in broken periods of not less than one month.

Provided that a medical practitioner may make application to take overseas study leave in advance. If the services of a medical practitioner who has been granted such leave in advance are terminated prior to the expiration of the qualifying period the medical practitioner shall be liable to repay the funding source the whole amount received provided that the funding source retains the discretion to waive all or part of the amount repayable. The Employer may deduct the amount determined by the funding source as repayable and repay the funding source from money due to the medical practitioner by reason of the other provisions of this Award at the time of termination.

The actual cost of air fares up to a maximum of Business Class rates and reasonable expenses shall also be granted to a medical practitioner. In all cases a maximum of three air fares shall be paid in respect of each completed five years' continuous service where leave is taken in broken periods at hospital convenience. Provided that in respect of each period of overseas study leave a medical practitioner on Arrangement A shall be granted a travelling and subsistence allowance at the rate prescribed under Schedule I of the Public Service Award 1992.

The source of funding for fares and expenses associated with overseas study leave is to be the same as for conference leave and therefore depends on the nature of the Arrangement selected as to whether it is paid out of hospital funds or from the Trust Fund.

Provided that where the medical practitioner and the Employer agree, overseas study leave may be taken wholly or partly within Australia.

(cc) Nothing in this clause shall preclude any full time medical practitioner employed under this Award from making application to the Employer or to the Trust Fund pursuant to and/or complementary to the provisions of Clause 16. Special Leave for additional assistance and the payment or reimbursement of conference registration fees or for other assistance.
Subject to the provisions of this subclause conference and overseas study leave benefits provided under this subclause are not available as monetary payments in lieu.

(5) Fees shall only be raised for services rendered personally or personally supervised by the medical practitioner and for all laboratory services. Accounts will be submitted on account forms which show the name of the medical practitioner providing the service. Where a hospital acts as agent for a medical practitioner in laboratory service, the hospital shall ensure that no account may be rendered to a patient which could place the medical practitioner in breach of the undertaking he has given in terms of the Health Insurance Act, 1973.

For un-referred insured patients, the fee shall not exceed the Commonwealth Medicare Benefits Schedule fee. A medical practitioner shall assess the fee to be charged on a referred insured patient and shall inform the patient if the fee to be charged is to exceed the Commonwealth Medicare Benefits Schedule fee and shall on request, provide the hospital with a certificate that the above procedure has been followed. Provided that in the case of all patients covered by the Workers' Compensation and Injury Management Act 1981 (WA), accounts shall be rendered to such patients in accordance with the schedule of fees agreed between the Association and approved insurers.

(6) A person who is insured for hospital benefits or a person who is not insured for hospital benefits but who specifically requests to be admitted as a private patient, and statute patients, shall be admitted as private patients for the purpose of treatment.

(7) The hospital shall provide to the medical practitioner a copy of the Patient Election form for those private patients admitted under the care of the medical practitioner.

(8) Payment will be made by medical practitioners from earnings from private practice fees for the use of hospital facilities in accordance with the schedule of payments agreed from time to time between the Association and the Minister for Health.

As at the date of the issue of this Award, the following payments shall apply:

1. Pathology  3. 50%
2. 4.  
5. Nuclear Medicine  7. 50%
6. 8.  
9. Ultrasound  13. 50%
10.  
11. (except when performed in a Radiology Department) 14.  
12.  
15. Pulmonary Physiology  17. 50%
16. 18.  
19. EEG  21. 50%
20. 22.  
23. Audiology  25. 50%
27. EMG  29. 50%
28. 30.  
31. ECG  33. 50%
32. 34.  

(9) Notwithstanding the provisions of this clause, where the Employer and the Association agree in writing, other arrangements may be made governing the exercise of rights of private practice.
18. - SESSIONAL MEDICAL PRACTITIONERS

(1) (a) A medical practitioner, other than a Radiologist employed in a teaching hospital, whose conditions are specified in subclause (10) of this clause, who is employed on a sessional basis shall be paid fortnightly at the sessional rate appropriate to the medical practitioner's appointment set out under Clause 7 of this Award.

(b) In addition to the sessional payment a medical practitioner, including a Radiologist employed in a teaching hospital, shall be paid a loading of 10% to compensate for the lack of entitlement to superannuation. Provided that this loading shall not be payable where the practitioner is a contributing member to the State Government Superannuation Scheme.

(c) Where a medical practitioner, including a Radiologist employed in a teaching hospital, has demonstrated the incurrence of private practice costs outside the hospital, a further loading shall be paid at the rate of 14% of the sessional payment exclusive of the loading in lieu of superannuation on each session allocated up to and including 5 sessions.

(2) (a) A session is a notional half day of approximately three and a half hours spent by the medical practitioner in attending public patients and outpatients. A session can be a continuous working period or be made up of any combinations of part sessions. Sessions shall usually be worked on Monday to Friday between the hours of 8.00am and 6.00pm provided that, subject to the convenience of the medical practitioner and with the approval of the Medical Superintendents or appointed senior medical practitioner, a session or part of a session may be worked outside those hours.

(b) Services performed by sessional medical practitioners at the direction of the hospital, other than in attending “hospital patients” and outpatients, shall be remunerated by fees as agreed from time to time between the Association, the Minister and the Employers respondent to this Award.

(c) Where a medical practitioner is rostered on call for a specified period outside the agreed hours, payment shall be made in accordance with Clause 19(1).

(d) Where a medical practitioner is called back to the hospital to provide a service to a “public patient” the medical practitioner shall be remunerated in accordance with Clause 19(2).

(3) The number of sessions allotted in the week shall not exceed five unless recommended by the Employer and approved by the Minister, in which case sessions shall not exceed eight in any one week. To meet short term exigencies within the hospital the Employer may approve additional sessions for a medical practitioner for a period not exceeding three months.

Where the medical practitioner is employed at more than one hospital covered by this Award, the aggregate of the sessions allocated in all hospitals shall be limited by the provisions of this subclause.

(4) Sessions shall not count as qualifying service for short leave.

(5) Sessions shall count as qualifying service for annual leave and sick leave on the following basis:

(a) Annual Leave

Normal entitlement as prescribed by Clause 8(1) of this Award. A medical practitioner's salary during the period of such leave shall be calculated in accordance with the number of sessions allocated pursuant to subclause 2(a) of this Clause.

A pro rata annual leave loading shall be paid to a sessional medical practitioner at the rate applicable.

(b) Sick Leave
Normal credits prescribed by Clause 10 shall accrue to a medical practitioner. Payment made for sick leave granted in respect of sessional service shall be at the salary rate prescribed pursuant to subclause (1) of this Clause.

(6) A medical practitioner employed on a sessional basis shall be given the benefit of Public Service holidays provided by Clause 9 without variation to the medical practitioner's sessional rate of payment provided the public holidays occur on a day on which a session is normally worked.

Provided that where a medical practitioner is required to work on a public holiday the provisions of Clause 20. - Shift and Weekend Work: Full Time Practitioners shall apply.

(7) Sessions shall count as qualifying service for long service leave. Payment made for long service leave granted to a medical practitioner in respect of sessional service shall be adjusted according to the sessions worked by the medical practitioner subject to the following:

(a) If a medical practitioner consistently worked on a sessional basis for a regular number of sessions during the whole of qualifying service, the medical practitioner shall continue to be paid the salary determined on that basis during the long service leave.

(b) If a medical practitioner has worked a varying number of weekly sessions during qualifying service, the payment for long service leave granted in respect of sessional service shall be calculated at the salary rate applicable to the medical practitioner at the time of taking the long service leave with the number of sessions for which payment is to be made being calculated by averaging the number of sessions for which the medical practitioner is employed over the qualifying period.

Example:

Payment for long service leave granted for seven years' service consisting of four years working four sessions a week and three years working two sessions a week shall be calculated as follows:

(a) \( \frac{4}{7} \) of leave paid at the rate applicable for four sessions; and

(b) \( \frac{3}{7} \) of leave paid at the rate applicable for two sessions.

This provision also applies in respect of that portion of service of a full time medical practitioner who has been employed on a sessional basis for part of the period of qualifying service.

(8) Allotment of sessions shall:

(a) Teaching Hospitals - be the responsibility of the Employer after receiving the advice of the Medical Superintendent after consultation with the Executive of the Clinical Association.

(b) Non-Teaching Hospitals - be the responsibility of the Employer, after receiving the advice of the Medical Superintendent or appointed Senior Medical Practitioner or Chairman of the Medical Advisory Committee.

(9) A medical practitioner employed on a sessional basis who attends private patients in the hospital shall provide to the hospital within three months after June 30 each year an audited statement of all services in respect of which a payment for use of hospital facilities is due to the hospital in the following form together with a cheque for the amount payable to the hospital:

(a) Total amount of all such accounts rendered during the year \( $ \)

(b) Total amount of all such accounts collected \( $ \)

(c) Total amount due to the hospital in accordance with subclause (8) of Clause 17. \( $ \)
Provided that where the medical practitioner and the employer agree, payment of facility charges may be made on a quarterly basis in which case unaudited statements in the above general form shall be provided. Any end of year adjustment shall be made by payment accompanying the audited statement.

(10) (a) Radiologists shall be appointed by teaching hospitals in accordance with the provisions of the Award, and their sessions allotted and remunerated in accordance with the provisions of this subclause. Radiologists appointed under the provisions of this Award, will undertake all radiological services to patients referred to them in teaching hospitals.

(b) For the purpose of this subclause a radiological service is a radiological service as described in the Schedule to the Health Insurance Act, 1973.

(c) The number of sessions for service radiology in each teaching hospital shall be based on the number of radiological services performed in the previous year ending June 30 divided by one thousand (1,000).

(d) Each radiologist shall be remunerated by sessional payment for one half (50%) of the number of sessions for which the individual radiologist is appointed. The sessional payment shall be made in accordance with the provisions of Clause 18(1) and shall be paid to each radiologist in post in each hospital by the Employer.

(e) The Head of the Department of Radiology will be paid a management fee equivalent to two (2) additional sessions every week, and the deputy head of the department, where appointed, will be paid a fee equivalent to one additional session every week provided that the total number of sessions for which payment is made shall not exceed ten sessions every week. Provided that this allowance may be reduced by agreement between the Association and the employer.

(f) The provisions of subclauses (2)(a), (2)(b), (4), (5), (6), (7) and (8) of Clause 18 shall apply in respect of Radiologists covered under this subclause.

(g) Notwithstanding the provisions of this subclause, where the employer and the Association agree in writing, other arrangements may be made for compensation for radiological services. Provided further that a Radiologist may elect to accept an appointment under this Award on a full time basis and be remunerated in accordance with the provisions of Clause 7. - Salaries and Salary Ranges, relating to Full Time Medical Practitioners, provided that such a Radiologist shall not be eligible for any additional payment prescribed by this subclause.

(11) Radiotherapists shall be employed on a sessional basis in accordance with the provisions of this Clause except for those provisions set out in subclause (10).

19. - ON CALL AND CALL BACK

(1) On Call

(a) Medical practitioners shall be rostered on call in accordance with clinical need by the Medical Superintendent or appointed Senior Medical Practitioner in consultation with the Head of the Department or where there is no Head of Department, with the Chairman of the Medical Advisory Committee.

(b) A medical practitioner rostered on call shall be paid an hourly allowance equal to 18.75% of 1/37.5th of the minimum weekly full time salary rate prescribed from time to time for a Senior Specialist Level 2. Provided that payment in accordance with this paragraph shall not be made with respect to any period for which payment is otherwise made in accordance with the provisions of this Clause when the medical practitioner is recalled to work.

(c) For the purposes of this Award a medical practitioner is on call when the medical practitioner is directed by the Employer to remain readily contactable and available to return to work outside of the medical practitioner's normal hours of duty.
(d) Notwithstanding the provisions of this subclause, where the Employer and the Association agree in writing, other arrangements may be made for compensation of on call work.

(2) Call Back

(a) (i) When either a full time or a sessional medical practitioner is recalled to work the practitioner shall be paid a minimum of two hours at the rate of time and a half of the salary prescribed under subclause 1 of Clause 7. For this purpose, payment to a sessional medical practitioner shall be calculated on the basis of the salary prescribed for a full time medical practitioner at the same salary point.

(ii) The medical practitioner shall not be obliged to work for two hours if the work for which the medical practitioner was recalled is completed in less time, provided that if the medical practitioner is called out within two hours of starting work on a previous recall the medical practitioner shall not be entitled to any further payment for the time worked within that period of two hours.

(b) Time worked in excess of the two hour call back period shall be remunerated at the rate of time and one half for the following hour and double time thereafter.

(c) Where 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 where 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 paragraph.

(d) A medical practitioner who is required to use the medical practitioner's motor vehicle when recalled to work shall be reimbursed all expenses incurred in accordance with the provisions of Schedules E, F and G of the Public Service Award 1992.

(e) 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.

(3) (a) Notwithstanding subclauses (1) and (2) of this Clause, a full time medical practitioner who at the date of this Award was in receipt of additional annual leave as prescribed by Clause 11(a)(i)(b) of the Western Australian Metropolitan Teaching Hospitals Salaries and Conditions of Service Agreement, 1979 Clinical Staffs, may elect in writing to remain on the on call and call back and additional annual leave provisions under Clauses 8A and 11(a)(i)(b) of that Agreement after the date of this Award.

(b) Provided that, where a full time medical practitioner does not elect as provided for in paragraph (a) of this sub clause to remain on the on call and call back and additional annual leave provisions of the Agreement, that medical practitioner shall be remunerated in accordance with subclauses (1) and (2) of this Clause and shall not be able to revert to the provisions of the Agreement.

(4) (a) A medical practitioner employed on a full time basis north of 26 degrees South Latitude who is required to participate in an on-call roster shall in lieu of the on call and call back payments provided for in this clause, receive an allowance of 25% of that medical practitioner's annual base salary.

(b) A medical practitioner employed on a sessional basis north of 26 degrees South Latitude who is required to participate in an on call roster shall in lieu of the on call and call back payments provided
for in this clause, receive an allowance calculated at the rate of 25% of the annual base salary that
would apply to the medical practitioner had the practitioner been employed on a full time basis.

20. - SHIFT AND WEEKEND WORK - FULL TIME MEDICAL PRACTITIONERS

(1) Where there is a demonstrated clinical need determined by the Medical Superintendent or appointed Senior
Medical Practitioner in consultation with the Head of Department or where there is no Head of Department,
with the Chairman of the Medical Advisory Committee, the Employer may require a medical practitioner to
work ordinary hours between the hours referred to hereunder. A medical practitioner so required shall be
subject to the following provisions.

(a) Where a medical practitioner commences ordinary hours of work at or after 12.00 noon and before
4.00am, the medical practitioner shall be paid, with respect to those ordinary hours, a loading of
12.5% in addition to the rate of salary prescribed under subclause (1) of Clause 7.

(b) The provisions of paragraph (a) of this clause do not apply to a medical practitioner who on any day
commences work at or after 12.00 noon and completes those hours at or before 6.00pm.

(c) Work performed during the medical practitioner's ordinary hours on a Saturday or a Sunday shall be
paid for at the rate of time and one half.

(d) Work performed during the medical practitioner's ordinary hours on a holiday referred to in Clause
9. - Public Holidays shall be paid for at the rate of double time and one half or, if the Employer
agrees, be paid for time worked at the rate of time and one half and in addition be allowed to
observe the holiday on a day mutually acceptable to the Employer and the medical practitioner,
provided that no more than five days may be accumulated at any one time. Provided further that a
medical practitioner employed north of 26 degrees South Latitude who is in receipt of the allowance
prescribed in subclause (4) of Clause 19. - On Call and Call Back, shall be paid at the rate to which
the medical practitioner would ordinarily be entitled had the day not been a public holiday and shall
be entitled to observe the holiday on a day mutually acceptable to the Employer and the medical
practitioner.

(e) The rates prescribed in paragraphs (d) and (e) of this clause shall be in substitution for and not
cumulative on the rate prescribed in paragraph (a) of this clause.

21. - DISTRICT ALLOWANCE

Subject to provisions of this Award, the provisions of Clause 43 - District Allowance” of the Public Service Award
1992 shall apply to medical practitioners employed under this Award.

22. - CLAIMS FOR PAYMENT OF AWARD ENTITLEMENTS

Medical practitioners shall submit claims for payment of award entitlements within three (3) months of an entitlement
being established.

23. - INTRODUCTION OF CHANGE

(1) (a) Where an employer has made a definite decision to introduce major changes in production,
programme, organisation, structure or technology that are likely to have significant effects on
medical practitioners, the employer shall notify the medical practitioners who may be affected by
the proposed changes and the Association.

(b) "Significant effects” include termination of employment, major changes in the composition,
operation or size of the employer's workforce or in the skills required; the elimination or diminution
of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need
for retraining or transfer of medical practitioners to other work or locations and restructuring of jobs.
Provided that where the Award makes provisions for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

(2)  
(a) The employer shall discuss with the medical practitioner affected and the Association, inter alia, the introduction of the changes referred to in subclause (1) hereof, the effects the changes are likely to have on medical practitioners, measures to avert or mitigate the adverse effects of such changes on medical practitioners and shall give prompt consideration to matters raised by the medical practitioners and/or the Association in relation to the changes.

(b) The discussion shall commence as early as practicable after a firm decision has been made by the employer to make the changes referred to in subclause (1) hereof.

(c) For the purposes of such discussion, the employer shall provide to the medical practitioners concerned and the Association, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on medical practitioners and any other matters likely to affect medical practitioners provided that the employer shall not be required to disclose confidential information the disclosure of which would be inimical to his/her interests.

24. - DISPUTE SETTLING PROCEDURES

(1) Subject to the provisions of the Industrial Relations Act 1979, Clause 23. - Introduction of Change and Clause 26. - Board of Reference any grievance, complaint or dispute, or any matter raised by the Association or a respondent employer and medical practitioners engaged under this Award, shall be settled in accordance with the procedures set out herein.

The parties agree that no bans, stoppages or limitations will be imposed prior to, or during the time this procedure is being followed.

This clause in no way limits the rights of employers, employees and the Association under the Occupational Safety and Health Act 1984 (WA) or other related legislation.

(2) Where the matter is raised by a medical practitioner, or a group of medical practitioners, the following steps shall be observed -

(a) The medical practitioner(s) concerned shall discuss the matter with the Head of Department. If the matter cannot be resolved at this level the Head of Department shall, within three (3) working days, refer the matter to the Medical Superintendent and the medical practitioner(s) shall be advised accordingly.

(b) The Medical Superintendent shall, if so able, answer the matter raised within one (1) week of it being referred and, if the Medical Superintendent is not able, refer the matter to the Hospital Executive for its attention, and the medical practitioner(s) shall be advised accordingly.

(c) (i) If the matter has been referred in accordance with paragraph (b) above the medical practitioner(s) or the appropriate AMA Hospital Medical practitioner Representative shall notify the Association, to enable the opportunity of discussing the matter with the employer.

(ii) The employer shall, as soon as practicable after considering the matter before it, advise the medical practitioner(s) or, where necessary, the Association of its decision. Provided that such advice shall be given within one(1) month of the matter being referred to the employer.

(d) Should the matter remain in dispute after the above processes have been exhausted and be an industrial matter either party may refer the matter to the Western Australian Industrial Relations Commission.
Where the parties jointly agree that the matters are of a non-industrial nature, then by agreement between the parties the matters may be referred to other appropriate bodies, e.g. relevant Medical Colleges for advice and/or assistance.

(e) Nothing in this procedure shall preclude the parties reaching agreement to shorten or extend the periods specified above.

(3) Where the employer seeks to discipline a medical practitioner, or terminate a medical practitioner the following steps shall be observed -

(a) (i) In the event that a medical practitioner commits a misdemeanour, the medical practitioner's immediate supervisor or any other practitioner so authorised may in accordance with that authority exercise the employer's right to reprimand the medical practitioner so that the medical practitioner understands the nature and implications of his/her conduct.

(ii) The first two reprimands shall take the form of warnings and, if given verbally, shall be confirmed in writing as soon as practicable after the giving of the reprimand.

(iii) Should it be necessary, for any reason, to reprimand a medical practitioner three (3) times in a period not exceeding twelve (12) months' continuous service, the contract of service shall, upon the giving of that third reprimand, be terminable in accordance with the provisions of this Award. The medical practitioner shall have the right to be represented when being reprimanded.

(iv) The above procedure is meant to preserve the rights of the individual medical practitioner, but it shall not, in any way, limit the right of the employer to summarily dismiss a medical practitioner for misconduct.

(4) The settlement of procedures provided by this clause shall be applied to all manner of disputes referred to in subclause (1) hereof, and no party, or individual, or group of individuals shall take any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer, where appropriate, the matter for resolution in the Western Australian Industrial Relations Commission.

The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

(5) The Association recognises that the employers have a statutory and public responsibility to provide health care services without any avoidable interruptions.

This grievance procedure has been developed between the parties to provide an effective means by which medical practitioners may reasonably expect problems will be dealt with as expeditiously as possible by hospital management.

Accordingly the Association hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within hospitals.

(6) In resolving issues of an industry wide nature discussions will commence at the level specified in (2)(c)(i) above between the appropriate Association officials and representatives of the respondents. For the purpose of this clause industry wide issues mean those issues affecting more than one site or involving claim(s) seeking variation(s) to the Award.

(7) The parties acknowledge that this procedure formed part of the package which justified the payment of the increases available under the Structural Efficiency Principle.

Accordingly, the parties agree that if either party is of the view that the other party is in breach of this procedure, the matter will be referred to the Western Australian Industrial Relations Commission for it to determine -
(a) whether a breach of the procedure has occurred; and

(b) subject to (a) above, the appropriateness of the continued provision of the benefits provided under the Structural Efficiency Principle or any other action considered appropriate by the Commission.

25. - ESTABLISHMENT OF CONSULTATIVE MECHANISM

The parties to this Award are required to establish a consultative mechanism/s and procedures appropriate to their size, structure and needs, for consultation and negotiation on matters affecting the efficiency and productivity of the Public Sector Health Industry.

26. - BOARD OF REFERENCE

There shall be a Board of Reference consisting of a Chairman and an equal number of Employer and employee representatives appointed pursuant to Section 48 of the Industrial Relations Act 1979 and Part 14 of the Industrial Relations Commission Regulations 2005 (WA).

27. - NO REDUCTION

No medical practitioner employed at the date of this Award shall suffer any reduction or derogation of any conditions applicable to the medical practitioner's employment as a result of the introduction or application of this Award, provided that this Clause shall not apply in respect of subclause (2) of Clause 19. - On Call and Call Back.

Provided further that this clause shall not apply to medical practitioners employed north of 26 degrees South Latitude, in respect to the variation in conditions of employment in respect to the Schedule of Agreement annexed to this Award.

28. - TERM OF AWARD

This Award shall operate from 1 January 1987 and shall remain in force unless replaced or cancelled.
SCHEDULE A - SCHEDULE OF AGREEMENT

CONDITIONS OF APPOINTMENT AND EMPLOYMENT FOR MEDICAL PRACTITIONERS EMPLOYED IN PUBLIC HOSPITALS NORTH OF 26 DEGREES SOUTH LATITUDE.

(1) INTRODUCTION

The nature of the delivery of medical services in public hospitals north of 26 degrees South Latitude has resulted in the need for an agreement between the Minister for Health and the Western Australian Branch of the Australian Medical Association which complements those provisions of the WA Public Hospitals (Senior Medical Practitioners) Award 2011 specific to medical practitioners employed in public hospitals north of 26 degrees South Latitude.

(2) SCOPE

This Schedule shall apply to all medical practitioners employed in public hospitals north of 26 degrees south latitude with the exception of Interns, Resident Medical Officers, Registrars and Senior Registrars.

(3) SALARIES, APPOINTMENT AND PROGRESSION CRITERIA

The salaries or salary ranges applicable to medical practitioners shall be those contained in Clause (7)(1) of the WA Public Hospitals (Senior Medical Practitioners) Award 2011.

The appointment of a medical practitioner and the progression of the practitioner through the salary scales shall be in accordance with the following criteria:-

3.1 A General Practitioner may be appointed to classifications within the range level 1.1 to 1.3, provided that a general practitioner with more than 5 years post graduate experience shall be appointed at Level 1.4. General Practitioners may then proceed subject to good conduct, diligence and efficiency by annual increments to the maximum, Level 1.6.

3.2 A Specialist practitioner shall be appointed at a classification of not less than Level 1.5 and subject to good conduct, diligence and efficiency proceed to Level 2.2.

3.3 A general practitioner appointed as a Senior Medical Officer shall advance two salary points provided that this does not exceed Level 1.6. After 12 months at Level 1.6, a Senior Medical Officer may proceed subject to good conduct, diligence and efficiency by annual increments to Level 2.2.

3.4 A specialist appointed as a Senior Medical Officer shall advance two salary points and then proceed subject to good conduct, diligence and efficiency by annual increments to the maximum of Level 2.2. After 12 months at Level 2.2 a specialist appointed as a Senior Medical Officer shall be paid an allowance at the maximum level prescribed by Clause 7(2) of the WA Public Hospitals (Senior Medical Practitioners) Award 2011 in addition to the prescribed salary.

(4) GRATUITY PAYMENTS

Medical practitioners in addition to the entitlements specified in the award, shall accrue an entitlement to four weeks’ salary for each completed year of continuous service, subject to a minimum term of three years’ continuous service. 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. The quantum of the payment is determined on the basis of the substantive base salary applicable at the time of payment being made.

(5) CHARGES ASSOCIATED WITH HOUSING

A medical practitioner occupying housing supplied by the Health Department of Western Australia or any other Government Agency shall pay the standard charges for rent, gas, water and power set by the Health Department or Government Agency responsible for establishing the charges.

(6) ADDITIONAL LEAVE TRAVEL CONCESSIONS
Additional leave for the North West

(a) A medical practitioner who is located north of 26° South Latitude shall receive an additional five working days annual leave on the completion of each year of continuous service in the region.

(b) A medical practitioner who proceeds on annual leave before having completed the necessary year of continuous service may be given approval for the additional five working days leave provided the leave is taken at departmental convenience and provided the officer returns to that region to complete the necessary service.

(c) Where a medical practitioner has served continuously for at least a year north of the 26° South Latitude, and leaves the region because of promotion or transfer, a pro rata annual leave credit to be cleared at departmental convenience shall be approved on the following basis:

<table>
<thead>
<tr>
<th>Completed months of continuous service in the region after the initial year's service</th>
<th>Pro Rata additional annual leave (working days)</th>
</tr>
</thead>
<tbody>
<tr>
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<td>11</td>
<td>4</td>
</tr>
</tbody>
</table>

(d) Where payment in lieu of pro rata annual leave is made on the death, resignation or retirement of a medical practitioner in the region, in addition to the payment calculated on a four week basis, payment may be made for the pro rata entitlement contained in subclause (3) of this clause.

Annual Leave Travel Concessions

(e) Medical Practitioners stationed in remote areas

(i) The travel concessions contained in the following table are provided to medical practitioners and their dependants when proceeding on annual leave to either Perth or Geraldton from headquarters situated in District Allowance Areas 3, 4, 5 and 6 as provided for within subclause (2) of clause 43. – District Allowance of the Public Service Award 1992.

(ii) Medical Practitioners are required to serve a year in these areas before qualifying for travel concessions. However, medical practitioners who have less than a year’s service in these areas and who are required to proceed on annual leave to suit departmental convenience will be allowed the concessions. The concession may also be given to a medical practitioner who proceeds on annual leave before completing the year's service provided that the medical practitioners returns to the area to complete the year's service at the expiration of the period of leave.
(iii) Only one annual leave travel concession per medical practitioner or dependant per annum is available.

(iv) The mode of travel is to be at the discretion of the employer.

(v) Travel concessions not utilised within twelve months of becoming due will lapse.

(vi) Part-time medical practitioners are entitled to travel concessions on a pro rata basis according to the usual number of hours worked.

Travelling time shall be calculated on a pro rata basis according to the number of hours worked.

<table>
<thead>
<tr>
<th>Approved Mode of Travel</th>
<th>Travel Concession</th>
<th>Travelling Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>(aa) Air</td>
<td>Air fare for the Medical Practitioner, and dependant partner and dependent children</td>
<td>One day each way</td>
</tr>
<tr>
<td>(bb) Road</td>
<td>Full motor vehicle allowance rates, but reimbursement not to exceed the cost of the return air fare for the Medical Practitioner, dependant partner and dependent children, travelling in the motor vehicle.</td>
<td>North of 20° South Latitude - two and one half days each way. Remainder - two days each way.</td>
</tr>
<tr>
<td>(cc) Air and Road</td>
<td>Full motor vehicle allowance rates for car trip, but reimbursement not to exceed the cost of the return air fare for the Medical Practitioner. Air fares for the dependant partner and dependent children.</td>
<td>North of 20° South Latitude - two and one half days each way. Remainder - two days each way.</td>
</tr>
</tbody>
</table>

(vii) Where medical practitioners are entitled to a travel concession under this clause and the medical practitioners’ headquarters are situated in District Allowance Areas 3, 4, 5 or 6 as provided for within subclause (2) of clause 43. – District Allowance of the Public Service Award 1992, a travel concession covering the cost of airfares or motor vehicle allowance up to a maximum amount equivalent to the value of a return fully flexible and refundable airfare to Perth will be provided for each medical practitioner and each of their dependants when proceeding on annual leave to a location other than Perth or Geraldton.

(f) Medical Practitioners whose headquarters are located 240 kilometres or more from Perth

(i) Medical Practitioners, other than those designated in paragraph (e) whose headquarters are situated two hundred and forty kilometres or more from Perth General Post Office and who travel to Perth for their annual leave may be granted by the employer reasonable travelling time to enable them to complete the return journey.

(g) For the purposes of determining eligibility for Annual Leave Travel Concession, a dependant shall mean:

(i) a partner; and/or

(ii) any child who relies on the officer for their main financial support;

who does not have an equivalent entitlement of any kind.

(h) For the purposes of the definitions at paragraph (g) of this subclause, a child will be considered to rely on the officer for their main financial support where that child is in receipt of income of less than half the annualised WA minimum adult wage as at 30 June of the immediate past financial year, excluding income from a disability support pension.
(7) **MOTOR VEHICLE**

The medical practitioner will be provided with a fully maintained motor vehicle for official use. The vehicle will also be available for limited private use in accordance with the conditions laid down by the Director General of Health.

(8) **RELOCATION EXPENSES**

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 cost of freight of personal effects from the point of recruitment to the location of appointment, at the expense of the Employer.

Where a medical practitioner is recruited from interstate or overseas, the costs of air travel and freight on personal effects will only be met by the Employer where the appointee enters a bond to remain for a fixed period, not exceeding two years, in service in a hospital north of 26 degrees South Latitude in the case of interstate recruitment and three years in the case of overseas recruitment.

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.

The range of items included as personal effects will be in accordance with the schedule determined by the Director General of Health from time to time.

(9) **OVERSEAS STUDY LEAVE**

In recognition of the need for north west medical practitioners to update their skills, a period of 3 months' paid overseas study leave at an approved medical institution will be provided to medical practitioners after a period of 5 years' continuous service in the north west.

The cost of air travel will be met by the employer and a travelling and subsistence allowance paid at the rate prescribed by the *Public Service Award 1992* will also be provided.
SCHEDULE B - NAMED PARTIES

(1) THE NAMED ORGANISATION OF EMPLOYEES

The Western Australian Branch of the Australian Medical Association.

(2) THE NAMED EMPLOYERS

The Boards of Public Hospitals and Agencies established pursuant to the *Hospital and Health Services Act 1927* (WA) as amended.
### VARIATION RECORD

**WA PUBLIC HOSPITALS (SENIOR MEDICAL PRACTITIONERS) AWARD 2011 No. A 19 of 1986**  
(formerly Western Australian State Public Hospitals Medical Practitioners' Award, 1987)

Delivered 24/12/86 at 67 WAIG 126  
Consolidated Sec 93(6) 28/07/94 at 74 WAIG 2007  
Major Variations P 16/2007 15/03/12 at 92 WAIG 406

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5. Appointment of Medical Practitioners and Annual Increments

| Ins new (5):Ren (5)as(6) | PSA2104/87 | 01/01/87 | 67 WAIG 1611 |

6. Contract of Service

| (2) | P46/89 | 21/12/89 | 70 WAIG 338  |
| (3) | P61/94 | 15/03/95 | 75 WAIG 923  |
| Cl. | P 16/07 | 15/03/12 | 92 WAIG 406  |

7. Salaries and Salary Ranges

| Ins (4) | PSA2104/87 | 01/01/87 | 67 WAIG 1611 |
| (1),(2):Ins (5)&(6) | P60/88 | 01/01/88 | 69 WAIG 1477 |
| Cl. | P41/88 | 02/11/88 | 69 WAIG 1480  |
| (2) | P43/88 | 31/05/89 | 69 WAIG 2372  |
| Cl. | P46/89 | 21/12/89 | 70 WAIG 338  |
| Cl. | P23/90(R2) | 24/07/90 | 70 WAIG 3142  |
| Cl. | P20/91 | 03/09/91 | 71 WAIG 2817  |
| Corr Ord | P20/91 | 03/09/91 | 72 WAIG 1197  |
| Rates & Ins. Text | 940/97 | 14/11/97 | 77 WAIG 3177  |
| (1)(a) Rates, (1)(b) ins text & Rates. | 609/99 | 01/08/99 | 79 WAIG 1843  |
| Cl. | 654/00 | 01/08/00 | 80 WAIG 3379  |
| Cl. | 752/01 | 01/08/01 | 81 WAIG 1721  |
| Cl. | 797/02 | 01/08/02 | 82 WAIG 1369  |

Edit Note: 1/10 th $18 p/w ASNA [2002] has been applied rates in (1)(b) Cl, as per conversation with Peter Jennings, AMA on 26/06/02.

<p>| Cl. | 569/03 | 5/06/03 | 83 WAIG 1899 &amp; 2710 |
| Cl. | 570/04 | 4/06/04 | 84 WAIG 1521 &amp; 2105 |
| Cl. | 576/05 | 7/07/05 | 85 WAIG 2083, 2950 |
| Cl. | 957/05 | 7/07/06 | 86 WAIG 1631 &amp; 2464 |
| Cl. | 1/07 | 01/07/07 | 87 WAIG 1487 &amp; 2403 |
| Cl. | 115/07 | 01/07/08 | 88 WAIG 773 &amp; 1595 |
| Cl. | 1/09 | 01/10/09 | 89 WAIG 735 &amp; 2028 |
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| Cl. | 2/11 | 01/07/11 | 91 WAIG 1008 &amp; 1810 |</p>
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9. Public Holidays

| (1)(b)                  | P2/94  | 25/08/97 | 77 WAIG 2353 |

10. Sick Leave

| (10)Ins para            | P23/90(R2) | 24/07/90 | 70 WAIG 3142|
| Cl                      | P 16/07  | 15/03/12 | 92 WAIG 406 |

11. Carers Leave

| Ins Cl.                | P 16/07 | 15/03/12 | 92 WAIG 406 |

12. Bereavement Leave

| Ins Cl.                | P 16/07 | 15/03/12 | 92 WAIG 406 |

13. Long Service Leave

| (4)                     | P41/88  | 02/11/88 | 69 WAIG 1480 |
| (1), (2), (8) & (10)    | P46/89  | 21/12/89 | 70 WAIG 338 |
| Ins (11) - (12)         | P23/90(R2) | 24/07/90 | 70 WAIG 3142|
| (1)(a)                  | P23/90(R2) | 24/07/90 | 70 WAIG 3142|
| Cl                      | P 16/07  | 15/03/12 | 92 WAIG 406 |
14. Parental Leave

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(12. Maternity Leave)

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15. Short Leave

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16. Special Leave

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17. Private Practice - Full Time Medical Practitioners

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<td>(1)(g)</td>
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18. Sessional Medical Practitioners

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19. On Call and Call Back

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20. Shift and Weekend Work - Full Time Medical Practitioners
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### 21. District Allowance

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### 22. Claims for Payment of Award Entitlements

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(19A. Claims for Payment of Award Entitlements)

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### 23. Introduction of Change

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(19B. Introduction of Change)

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### 24. Dispute Settling Procedures

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(19C. Dispute Settling Procedures)

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(19D. Award Modernisation)

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### 25. Establishment of Consultative Mechanism

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(19E. Establishment of Consultative Mechanism)

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### 26. Board of Reference

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### 27. No Reduction

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### 28. Term of Award

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(23. Liberty to Apply)

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(Schedule of Agreement)

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**Schedule A - Schedule of Agreement**

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## Schedule B - Named Parties

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