

PATHOLOGISTS AGREEMENT 2007

Between:

The "Australian Medical Association (Western Australia) Incorporated" ("the AMA").

The "Minister for Health incorporated as the Board of the hospitals formerly comprised in the Metropolitan Health Service Board, under s7 of the Hospitals and Health Services Act 1927 (WA)" ("the Employer"); and

Made pursuant to:

Clause 7. Agreement Flexibility of the Department of Health Medical Practitioners (Metropolitan Health Services) AMA Industrial Agreement 2007 ("the Industrial Agreement").

Particulars:

- (1) This Agreement prescribes terms and conditions of employment which apply to Pathologists and to the extent of any inconsistency this Agreement overrides the provisions of the Industrial Agreement.
- (2) Unless the Employer and the Pathologist and the Association agree otherwise in writing, this Agreement shall apply in respect of any medical practitioner, other than a Clinical Academic, employed by the Employer as a Pathologist, irrespective of whether that person has clinical privileges in any other capacity in a teaching hospital or in any other public sector health care facility.
- (3) This Agreement provides the whole of the entitlement with respect to private practice income entitlements irrespective of where the private practice is undertaken within the teaching hospital or in any other public sector health care facility.
- (4) The annual salary for a full-time pathologist shall be:

| | 1-October-07 | 1-October-08 | 1-October-09 |
|----------|--------------|--------------|--------------|
| Level 16 | \$256,557 | \$262,603 | \$268,832 |
| Level 17 | \$265,604 | \$271,923 | \$278,430 |
| Level 18 | \$275,106 | \$281,709 | \$288,510 |
| Level 19 | \$285,081 | \$291,983 | \$299,093 |
| Level 20 | \$300,954 | \$308,333 | \$315,933 |
| Level 21 | \$306,553 | \$314,099 | \$321,872 |
| Level 22 | \$318,099 | \$325,992 | \$334,122 |
| Level 23 | \$330,225 | \$338,482 | \$346,986 |
| Level 24 | \$342,955 | \$351,594 | \$360,492 |

PATHOLOGISTS AGREEMENT 2007

- (5) The sessional (part-time) rate for a part-time pathologist shall be:

| | 1-October-07 | 1-October-08 | 1-October-09 |
|----------|---------------------|---------------------|---------------------|
| Level 16 | \$491.81 | \$503.40 | \$515.34 |
| Level 17 | \$509.15 | \$521.26 | \$533.74 |
| Level 18 | \$527.37 | \$540.02 | \$553.06 |
| Level 19 | \$546.49 | \$559.72 | \$573.35 |
| Level 20 | \$576.92 | \$591.06 | \$605.63 |
| Level 21 | \$587.65 | \$602.11 | \$617.01 |
| Level 22 | \$609.78 | \$624.91 | \$640.50 |
| Level 23 | \$633.03 | \$648.86 | \$665.16 |
| Level 24 | \$657.43 | \$673.99 | \$691.05 |

- (6) The annual salary and sessional rates prescribed in this Agreement include:
- (i) the relevant salary rates prescribed in the Industrial Agreement.
 - (ii) a component which is paid in substitution for the right to retain private practice income generated from all work, whether publicly or privately funded, carried out on behalf of the Employer.
 - (iii) the Professional Development and Expenses Allowance prescribed for practitioners engaged under Arrangement A pursuant to the Industrial Agreement.
- (7) A Pathologist to whom this Agreement applies is deemed, for the period this Agreement remains in force, to have elected Arrangement A and also to have relinquished all private practice income retention rights and other entitlements in respect of private practice rights exercised in any capacity in a teaching hospital or in any other public sector health care facility.
- (8) Where the Industrial Agreement provides an entitlement to payment of salary during periods of leave, the reference salary rate shall be the salary prescribed in this Agreement.

PATHOLOGISTS AGREEMENT 2007

(9) The Agreement does not change any entitlement to payment of any allowance or penalty rates prescribed under the Industrial Agreement except as expressly provided in this Agreement.

(a) The amount of the Head of Department Allowance prescribed in the Industrial Agreement is modified as follows:

| No. of FTEs under direct supervision and control | \$ per Annum 1-October-07 | \$ per Annum 1-October-08 | \$ per Annum 1-October-09 |
|--------------------------------------------------|---------------------------|---------------------------|---------------------------|
| 0-4 | 4,499 | 4,634 | 4,773 |
| 5-9 | 7,998 | 8,238 | 8,485 |
| 10-20 | 14,745 | 15,188 | 15,643 |
| Over 20 | 23,745 | 24,457 | 25,191 |

(b) Where the Industrial Agreement provides that an entitlement to Shift, Weekend and Public Holiday Penalties and On Call and Call Back or other penalty rate that is calculated on the basis of a proportion of salary, the reference salary rate shall remain the salary prescribed in the Industrial Agreement.

(c) Where the Industrial Agreement provides that a Sessional Private Practice Cost Allowance that is calculated on the basis of a prescribed salary then the reference salary rate shall remain the salary prescribed in the Industrial Agreement.

(10) The Employer will render accounts for all patients classified as private and other services for which a fees may be charged and will retain all monies therefrom.

(11) The Employer will meet any ongoing requirements for Approved Pathology Provider Fees due under the Health Insurance Act (Cwth).

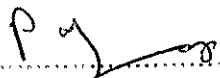
(12) Pathologists shall not participate in any other pathology practice other than the Employer's unless alternative arrangements are agreed in writing between the Pathologist and the Employer. Subject to the Public Sector Management Act, where permission to participate in another pathology practice was given prior to the commencement of this Agreement such approval has continuing effect unless such permission is subsequently withdrawn in accordance with the Act.

(13) The Employer and a Pathologist may enter into a separate written agreement to substitute an alternative sum for the component of salary which is paid in substitution for the right to retain private practice income and strike a new salary rate or new sessional rate in substitution for any of the amounts specified in this Agreement.


(14) Notwithstanding the provisions of this Agreement, the Employer and a Pathologist may agree in writing on other arrangements to govern the exercise of rights of private practice.

PATHOLOGISTS AGREEMENT 2007

- (15) The Employer will maintain medical indemnity cover at a level sufficient to cover all eventualities arising from all work, whether publicly or privately funded, carried out on behalf of the Employer.
- (16) Where, by prior agreement with the Employer, a Pathologist for any reason needs to render an account on his/her own behalf, the Pathologists will determine the fee to be charged in relation to individual private patients and the Employer will provide the practitioner with details of monies raised in the Pathologists name in accordance with the Industrial Agreement.
- (17) Any dispute between the parties or pathologists in connection with this Agreement may be dealt with in accordance with the relevant dispute settling provisions of the Industrial Agreement.
- (18) This Agreement shall remain in force whilst the Industrial Agreement continues to apply provided that nothing shall prevent the parties agreeing in writing to amend or replace this Agreement during the life of the Industrial Agreement.


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Peter Jennings
Deputy Executive Director
Australian Medical Association (Western Australia) Incorporated

7/2/08
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Marshall Warner
Director Health Industrial Relations Service
for and on behalf of the "Minister for Health incorporated as the Board of the hospitals formerly comprised in the Metropolitan Health Service Board, under s7 of the Hospitals and Health Services Act 1927 (WA)"

6/2/08
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CLINICAL ACADEMICS (PATHWEST) AGREEMENT 2008

1. APPLICATION

- (1) This is an Agreement made pursuant to Clause 7. - Agreement Flexibility of the *Department of Health Medical Practitioners (Clinical Academics) AMA Industrial Agreement 2008* ("the Industrial Agreement").
- (2) This Agreement shall apply in respect of any clinical academic employed by the Employer as a pathologist and appointed to the pathologist staff of PathWest, irrespective of whether that person has clinical privileges in any other capacity in a teaching hospital or in any other public sector health care facility
- (3) To the extent of any inconsistency the provisions of this Agreement prevail over any provision of the Industrial Agreement.
- (4) This Agreement will remain in force while the Industrial Agreement remains in force provided that nothing shall prevent the parties agreeing, in writing, to amend or replace this Agreement during the life of the Industrial Agreement.

2. SALARIES AND ALLOWANCES

- (1) Clause 11(a) of the Industrial Agreement is replaced by:

- (a) Professor

The salary for a clinical academic pathologist appointed to the full-time position of Professor (Level E) under the University Industrial Agreement shall be the difference between the rates specified hereunder and the base salary for a full-time Professor plus the clinical loading for a full-time Professor.

| Salary from 1 st Pay Period on or after 1-Oct-07 | Salary from 1 st Pay Period on or after 01-Oct-08 | Salary from 1 st Pay Period on or after 01-Oct-09 |
|-------------------------------------------------------------|--------------------------------------------------------------|--------------------------------------------------------------|
| \$228,543 | \$235,400 | \$242,462 |

- (2) Clause 11(b) of the Industrial Agreement is replaced by:

- (b) Associate Professor

The salary for a clinical academic pathologist appointed to the full-time position of Associate Professor (Level D) under the University Industrial Agreement shall be the difference between the rates specified hereunder and the base salary for a full-time Associate Professor plus the clinical loading for a full-time Associate Professor.

| Salary from 1 st Pay Period on or after 1-Oct-07 | Salary from 1 st Pay Period on or after 01-Oct-08 | Salary from 1 st Pay Period on or after 01-Oct-09 |
|-------------------------------------------------------------|--------------------------------------------------------------|--------------------------------------------------------------|
| \$218,641 | \$225,201 | \$231,957 |

- (3) Clause 11(c) of the Industrial Agreement is replaced by:

(c) Senior Lecturer

The salary for a clinical academic pathologist appointed to the full-time position of Senior Lecturer (Level C) under the University Industrial Agreement shall be the difference between the rates specified hereunder and the base salary for a full-time Senior Lecturer plus the clinical loading for a full-time Senior Lecturer.

| Salary from 1 st Pay Period on or after 1-Oct-07 | Salary from 1 st Pay Period on or after 01-Oct-08 | Salary from 1 st Pay Period on or after 01-Oct-09 |
|-------------------------------------------------------------|--------------------------------------------------------------|--------------------------------------------------------------|
| \$198,837 | \$204,803 | \$210,947 |

- (4) Clause 11(d) of the Industrial Agreement is replaced by:

(d) Lecturer

The salary for a clinical academic pathologist appointed to the full-time position of Lecturer (Level B) under the University Industrial Agreement shall be the difference between the rates specified hereunder and the base salary for a full-time Lecturer plus the clinical loading for a full-time Lecturer.

| Salary from 1 st Pay Period on or after 1-Oct-07 | Salary from 1 st Pay Period on or after 01-Oct-08 | Salary from 1 st Pay Period on or after 01-Oct-09 |
|-------------------------------------------------------------|--------------------------------------------------------------|--------------------------------------------------------------|
| \$179,033 | \$184,404 | \$189,937 |

- (5) The Agreement does not change any entitlement to payment of any allowance or penalty rates prescribed under the Industrial Agreement except as expressly provided in this Agreement.

(a) The amount of the Head of Department Allowance prescribed in the Industrial Agreement is modified as follows:

| No. of FTEs under direct supervision and control | \$ per Annum 1-October-07 | \$ per Annum 1-October-08 | \$ per Annum 1-October-09 |
|--------------------------------------------------|---------------------------|---------------------------|---------------------------|
| 0-4 | 4,499 | 4,634 | 4,773 |
| 5-9 | 7,998 | 8,238 | 8,485 |
| 10-20 | 14,745 | 15,188 | 15,643 |
| Over 20 | 23,745 | 24,457 | 25,191 |

(b) Where the Industrial Agreement provides that an entitlement to Shift, Weekend and Public Holiday Penalties and On-Call and Call-Back or other penalty rate that is calculated on the basis of a proportion of salary, the reference salary rate shall remain the salary prescribed in the Industrial Agreement.

(c) Where the Industrial Agreement provides that a Sessional Private Practice Cost Allowance that is calculated on the basis of a prescribed salary then the reference salary rate shall remain the salary prescribed in the Industrial Agreement.

3. PRIVATE PRACTICE

(1) A clinical academic pathologist is deemed, for the period this Agreement remains in force, to have elected Arrangement A and also to have relinquished all private practice income retention rights and other entitlements in respect of private practice rights exercised in any capacity in a teaching hospital or in any other public sector health care facility.

(2) The prescribed Arrangement A Private Practice Allowance for a clinical academic pathologist shall be:

| From 1 st Pay Period on or after 1-Oct-07 | From 1 st Pay Period on or after 01-Oct-08 | From 1 st Pay Period on or after 01-Oct-09 |
|---------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|
| \$124,314 | \$126,393 | \$128,535 |

(3) The Employer will render accounts for all patients classified as private and other services for which fees may be charged and will retain all monies there from.

(4) Where, by prior agreement with the Employer, a Pathologist for any reason needs to render an account on his/her own behalf, the Pathologists will determine the fee to be charged in relation to individual private patients and the Employer will provide the practitioner with details of monies raised in the Pathologists name in accordance with the Industrial Agreement.

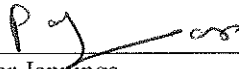
(5) The Employer will meet any ongoing requirements for Approved Pathology Provider Fees due under the *Health Insurance Act 1973* (Cth).


(6) Clinical academic pathologists shall not participate in any other pathology practice other than the Employer's, unless alternative arrangements are agreed in writing between the practitioner and the Employer. Subject to the *Public Sector Management Act 1994* (WA), where permission to participate in another pathology practice was given prior to the commencement of this Agreement such approval has continuing effect unless such permission is subsequently withdrawn.

(7) The Employer will maintain medical indemnity cover at a level sufficient to cover all eventualities arising from all work, whether publicly or privately funded, carried out on behalf of the Employer.

(8) Notwithstanding the provisions of this Agreement, the Employer and a Pathologist may agree in writing on other arrangements to govern the exercise of rights of private practice.

4. SIGNATURES

 7/7/08
Peter Jennings
Deputy Executive Director
Australian Medical Association (Western Australia) Incorporated

 7/7/08
Marshall Warner
Director Health Industrial Relations Service