

PATHOLOGISTS PRIVATE PRACTICE AGREEMENT 2005

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:

Subclause (11) of Clause 24. Private Practice of the Department of Health Medical Practitioners (Metropolitan Health Services) AMA Industrial Agreement 2004 (PSAAG 3/04) (“the Industrial Agreement”).

Particulars:

- (1) This Agreement prescribes the private practice conditions which apply to Pathologists and supersedes all other arrangements about rights of private practice applicable to Pathologists
- (2) A Memorandum of Understanding between the parties about the organisation of Pathology Services WA co-exists with this Agreement but does not form part of this Agreement and is not an agreement between the parties for the purposes of the Industrial Agreement.
- (3) This Agreement shall apply in respect of any medical practitioner 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. 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:

Level	Salary From Commencement of this Agreement	Salary From 1 October 2005	Salary From 1 October 2006
Level 13	\$173,865	\$179,081	\$184,453
Level 14	\$182,327	\$187,797	\$193,431
Level 15	\$190,785	\$196,508	\$202,404
Level 16	\$199,245	\$205,223	\$211,379
Level 17	\$207,704	\$213,936	\$220,354
Level 18	\$211,934	\$218,292	\$224,841
Level 19	\$216,165	\$222,650	\$229,329
Level 20	\$220,394	\$227,006	\$233,816
Level 21	\$224,625	\$231,364	\$238,305
Level 22	\$228,855	\$235,719	\$242,791
Level 23	\$239,431	\$246,614	\$254,012

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

	From Commencement of this Agreement per session	From 1 October 2005 per session	From 1 October 2006 per session
Level 13	\$333.29	\$343.29	\$353.59
Level 14	\$349.51	\$360.00	\$370.80
Level 15	\$365.73	\$376.70	\$388.00
Level 16	\$381.94	\$393.40	\$405.20
Level 17	\$398.16	\$410.11	\$422.41
Level 18	\$406.27	\$418.46	\$431.01
Level 19	\$414.38	\$426.81	\$439.61
Level 20	\$422.49	\$435.16	\$448.22
Level 21	\$430.60	\$443.51	\$456.82
Level 22	\$438.70	\$451.86	\$465.42
Level 23	\$458.98	\$472.75	\$486.93

- (6) The annual salary and sessional rates prescribed in subclause (4) and (5) of this Agreement include:
- (i) the relevant salary rates prescribed in schedule 2 or schedule 3 of 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 Expenses Allowance and the Professional Development Allowance prescribed for practitioners who elect Arrangement A pursuant to Clause 25 of the Industrial Agreement.
- (7) Except to the extent that Clause (6)(ii) and (iii) relaces a specific entitlement or as otherwise expressly provided herein, this Agreement does not change any other entitlement to payment of any other allowances and penalties applicable to the Pathologist prescribed under the Industrial Agreement.
- (8) A Pathologist to whom this Agreement applies shall be deemed 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.
- (9) 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 is calculated on the basis of a proportion of salary the reference salary rate shall remain the salary prescribed in the Industrial Agreement.
- (10) 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.

- (11) The Agreement does not change any entitlement to payment of any allowance prescribed under the Industrial Agreement except as expressly provided in this Agreement.
- (12) To avoid doubt, where a Sessional Pathologist employer prior to August 6, 1999, elects, pursuant to Clause 21(10) Superannuation of the Industrial Agreement, to become a member of the State Government Superannuation Scheme the employer contribution shall be calculated by reference to the salary prescribed in this Agreement.
- (13) To avoid doubt, if a Pathologist has an entitlement under Clause 21 (6) Private Practice Cost Allowance of the Industrial Agreement that is calculated on the basis of a prescribed salary then the reference salary rate shall remain the salary prescribed in the Industrial Agreement
- (14) Subject to this Agreement, Pathologists shall have the same professional development leave entitlements as practitioners who elect Arrangement A pursuant to Clause 25 of the Industrial Agreement.
- (15) 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.
- (16) Subject to Clause (15) of this Agreement, the Employer will meet the costs of medical indemnity insurance at a level sufficient to cover all eventualities arising from all work, whether publicly or privately funded, carried out on behalf of the Employer.
- (17) A Pathologist who immediately prior to the commencement of this Agreement, maintained private medical indemnity insurance cover for private practice work and was entitled to reimbursement of the cost of such cover, as defined in the Industrial Agreement, may elect to maintain private medical indemnity insurance cover and shall be entitled to claim reimbursement of the reasonable cost of such cover from the employer.
- (18) Where, by prior agreement with the Employer, a Pathologist for any reason needs to render an account on his/her own behalf, then Pathologists will in accordance with their obligations under the Health Insurance Act and any taxation requirements continue to 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 his/her name in accordance with Sub clause (9) and (10) of Clause 24 of the Industrial Agreement.
- (19) The Employer will meet any ongoing requirements for Approved Pathology Provider Fees due under the Health Insurance Act (Cwth]
- (20) Pathologists will 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 relevant provisions of the Public Sector Management Act, where approval to participate in another pathology practice was given prior to the commencement of this Agreement such approval shall be deemed to have continuing effect.

- (21) A Pathologist who at the time of the commencement of this Agreement was entitled, by virtue of prior service, to apply to a teaching hospital clinical staff education fund for funding of any form of accrued professional development leave prescribed under the Industrial Agreement shall retain that entitlement notwithstanding that under this Agreement the Professional Development Allowance prescribed for practitioners who elect Arrangement A pursuant to Clause 25 of the Industrial Agreement is paid. To avoid doubt the rules which apply to the administration of the teaching hospital clinical staff education fund shall be applied as if the Pathologist had elected Arrangement B, as prescribed in Clause 25 of the Industrial Agreement, with respect to entitlements accrued prior to the commencement of this Agreement. This provision also applies with respect to prior service contributing to entitlements yet to be accrued, on a pro rata basis.
- (22) A Pathologist may apply for supplementary funding to cover costs associated with taking professional development leave entitlements under the Industrial Agreement where the reasonable cost in a year exceeds the allowance provided under this agreement. The Employer shall not unreasonably deny such an application.
- (23) 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 the amounts specified in either Clause (3) or Clause (4) of this Agreement. In which case the new salary rate or new sessional rate shall apply for the purposes of this Agreement provided that if, with the efluxion of time, the rate prescribed in Clause (3) or Clause (4) exceeds the new salary rate or new sessional rate, then the rate prescribed in Clause (3) or Clause (4) shall thereafter apply.
- (24) The Employer and a Clinical Academic who is employed as Pathologist may enter into a separate written agreement which enables the provisions of this Agreement to apply in substitution for the private practice provisions of the Department of Health (Clinical Academics) AMA Industrial Agreement 2004. A written agreement made pursuant to this Clause shall have no effect unless there is a Agreement made pursuant to Clause 6. Agreement Flexibility of the Department of Health (Clinical Academics) AMA Industrial Agreement 2004 which provides for such substitution.
- (25) The amount of the Head of Department Allowance prescribed in Clause (23)(8) of the Industrial Agreement is modified as follows:

No. of FTEs under direct supervision and control	\$ per Annum from Commencement	\$ per Annum 1/10/2005	\$ per Annum 1/10/2006
0-4	4,118	4,241	4,368
5-9	7,320	7,539	7,765
10-20	13,495	13,899	14,316
Over 20	21,730	22,381	23,053

- (26) No pathologist shall suffer a reduction in income as a consequence of this Agreement. If a Pathologist's income by way of salary and private practice earnings within the teaching hospital or in any other public sector health care facility for the financial year to June 30, 2005, exceeds that provided under this Agreement the Pathologist's income shall be maintained, pursuant to an agreement made in accordance with Clause 23 of this Agreement. A claim pursuant to this clause shall be made by 30 September 2005.

- (27) 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.
- (28) Any dispute between the parties or pathologists under or in connection with this Agreement may be dealt with in accordance with the relevant dispute settling provisions of the Industrial Agreement.
- (29) 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.
- (30) The Agreement commences immediately after the Hospitals and Health Services (Abolition of The Western Australian Centre for Pathology and Medical Research) Notice 2005 (the Abolition Notice) comes into operation provided that the parties may agree in writing to a later date of commencement at any time prior to the time the Abolition Notice comes into operation.

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 Paul Boyatzis
 Executive Director
 Australian Medical Association (Western Australia)
 Incorporated

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 Dr Neale Fong
 Acting Director General of Health
 as delegate 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)”

CLINICAL ACADEMICS (PATHOLOGISTS) PRIVATE PRACTICE AGREEMENT

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 6. Agreement Flexibility of the Department of Health (Clinical Academics) AMA Industrial Agreement 2004.

Particulars:

- (1) The Employer and a Clinical Academic who is employed as Pathologist, may enter into a separate written agreement, which substitutes the provisions of any Agreement made pursuant to Subclause (11) of Clause 24. Private Practice of the Department of Health Medical Practitioners (Metropolitan Health Services) AMA Industrial Agreement 2004, for the private practice provisions of the Department of Health (Clinical Academics) AMA Industrial Agreement 2004.
- (2) The AMA certifies that it is authorised to make this Agreement by a valid majority of Clinical Academics as prescribed in Clause 6. Agreement Flexibility of the Department of Health (Clinical Academics) AMA Industrial Agreement 2004.

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 Paul Boyatzis
 Executive Director
 Australian Medical Association (Western Australia)
 Incorporated

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 Dr Neale Fong
 Acting Director General of Health
 as delegate 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)”

MEMORANDUM OF UNDERSTANDING PATHOLOGY SERVICES WA

1. INTRODUCTION

- (1) The Memorandum of Understanding (MoU) details the undertakings given by the Director General of Health as the delegate 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), about the organisation of Pathology Services WA.
- (2) "Industrial Agreement" means the Department of Health Medical Practitioners (Metropolitan Health Services) AMA Industrial Agreement 2004.
- (3) "Private Practice Agreement" means the agreement made pursuant to Subclause (11) of Clause 24. Private Practice of the Industrial Agreement.
- (4) This MoU does not create legally binding obligations. This Memorandum is read in conjunction with but does not form part of the Private Practice Agreement and is not an agreement between the parties for the purposes of the Industrial Agreement.
- (5) The terms of this MoU may be varied by agreement of the parties and any such variation shall be set out in writing and signed by all parties.

2. UNDERTAKINGS

- (1) Site Discipline Heads of Department

Site Discipline Heads of Department shall unless otherwise agreed be retained at each Teaching Hospital site and at the QEII laboratories with the Head of Department role being ordinarily confined to that site.

- (2) Site Directors

Site Directors shall unless otherwise agreed be retained at each Teaching Hospital site and at the QEII laboratories with the Site Director role being ordinarily confined to that site.

- (3) Pathologist Staffing

Staffing levels for Pathologists shall determined by the Chief Executive, having regard to contemporary benchmarking and best practice parameters, in consultation with the relevant Head of Department and other staff. If there is a dispute about staffing levels the Chief Executive will seek advice from the Royal Australasian College of Pathologists. In determining staffing levels, regard shall be had for the industrial agreement guidelines in respect of non clinical duties.

- (4) On Call/Call Back

A Pathologist will ordinarily only be required to be on call for their site. Multi-site on-call arrangements will only be introduced by agreement with the individual pathologist. An appropriate method of compensation for the additional disability caused, which differs from or supplements the entitlements provided for under the Industrial Agreement, may be agreed.

(5) Telephone Consultations

Where the telephone consultation demands on an individual are significant the parties will consult about an appropriate method of compensation for the disability caused.

The Employer undertakes to complete a review based on written submissions from individual pathologists to be received by 30th July 2005 and issue a determination in relation to individual applicants by 30th September 2005.

Any unsuccessful applicants may re-apply by no later than March 30th each year with the determination taking effect from 1st July that year.

(6) Time Off In Lieu (TOIL)

If the circumstances require, due to the nature and circumstances under which work is performed and onerous demands on individual pathologists, a practitioner may by written agreement with the Employer be allowed time off proportional to the payment to which the Pathologist is entitled for additional hours to be taken at a time convenient to the Employer and Pathologist. TOIL not taken within six months shall be added to the practitioners' leave entitlements and if not taken shall be paid out at the end of the practitioners contract period.

(7) New Services

New services shall be developed in consultation with Pathologists and be appropriately resourced including with adequate Pathologist staffing.

(8) Cost Shifting/Privatisation

No privatisation of pathology services shall occur during the life of this Memorandum of Understanding other than in full consultation with Pathologists and in accordance with applicable commonwealth and state law.

(9) Special Purpose Accounts and Research Fund Contributions.

Except to the extent that additional costs are incurred as a result of the introduction of the Private Practice Agreement, the status quo which respect to the attribution of private practice revenue streams (or equivalent funding from other sources) to teaching hospitals will be maintained so as not to disturb the current arrangements for proportional distribution of funds to Special Purposes Accounts for hospital or departmental purposes.

3. TERM

- (1) This MoU will nominally expire on 31 March 2007. After nominal expiry, the MoU will continue to apply until replaced by a new MoU, or until the MoU is terminated by either party giving 3 months written notice of termination to the other.
- (2) The parties will meet by 30 September 2006 to commence negotiations on arrangements to apply after expiry of this MoU.

- (3) It is the intention of the parties that this MOU will continue to operate beyond its nominal expiry until replaced by a new MoU of equivalent scope which will likewise be read in conjunction with any replacement private practice agreement.
- (4) Neither party shall give notice of an intention to terminate the MoU without first discussing with the other party the reasons for considering discontinuing this MoU and giving full consideration to any proposals to address those concerns through amendment to this MoU.
- (5) The Agreement commences immediately after the Private Practice Agreement comes into operation.

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Paul Boyatzis
Executive Director
Australian Medical Association (Western Australia)
Incorporated

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Dr Neale Fong
Acting Director General of Health
as delegate of the “Minister for Health incorporated as the Board
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