

**DEPARTMENT OF HEALTH (CLINICAL ACADEMICS) AMA INDUSTRIAL
AGREEMENT 2004**

1. TITLE

This Agreement shall be known as the Department of Health (Clinical Academics) AMA Industrial Agreement 2004.

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2. APPLICATION

- (1) The parties to this Agreement are 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) and the Board of the Western Australian Centre for Pathology and Medical Research (“the Employers”) and the Australian Medical Association (Western Australia) Incorporated (“the AMA”).
- (2) This Agreement shall extend to and bind clinical academics employed by the Employers in public hospitals and the Western Australian Centre for Pathology and Medical Research.
- (3) The estimated number of clinical academics bound by this Agreement upon registration is 75.
- (4) While this Agreement is in operation, it shall except as otherwise provided override all provisions of:
 - (a) the Western Australian State Public Hospitals, Medical Practitioners' Award 1987 No. A 19 of 1986; and

- (b) the Department of Health Medical Practitioners (Metropolitan Health Services) AMA Industrial Agreement 2004; and
- (c) the Department of Health Medical Practitioners (PathCentre) AMA Industrial Agreement 2004.

3. NO FURTHER CLAIMS

The parties undertake that for the period of this Agreement they will not other than as agreed or as provided in this Agreement pursue any extra claims with respect to salaries and conditions to apply within the period of this Agreement to clinical academics who are bound by it.

4. TERM, EXPIRY AND RENEGOTIATION OF AGREEMENT

- (1) This Agreement shall have effect from 1 April 2004 and shall expire on 31 March 2007.
- (2) Negotiations for a new agreement shall commence by 1 July 2006 and the parties are committed to expeditiously progressing negotiations to finalise the new agreement prior to the expiration of this Agreement.
- (3) If a new agreement is not registered by 31 March 2007 this Agreement shall continue in force until a new agreement is made.

5. BACKGROUND

This agreement acknowledges the particular contribution that academic clinical staff make to the Health System in terms of their teaching, research and their clinical service. Such contributions are a vital part of the Health System in that they provide for the training of high quality doctors and they are important factors in the delivery of efficient and effective health care to the community.

6. AGREEMENT FLEXIBILITY

In recognition of the need for maximum flexibility within this Agreement, if an Employer, the AMA and the majority of clinical academics concerned who attend or vote agree, mutually acceptable terms and conditions may be implemented in substitution of those specified in this Agreement.

Nothing in this agreement prevents an Employer from agreeing to provide additional assistance to a clinical academic where this is considered appropriate by the Employer.

7. DEFINITIONS

“Aggregate Salary” means the base salary and clinical loading paid to a clinical academic by the University, plus the salary paid to a clinical academic under this Agreement.

“Board of Reference” means a panel consisting of a person nominated by an Employer, a person nominated by the AMA and an independent Chairperson nominated by the Western Australian Industrial Relations Commission.

“Clinical Academic” means a medical practitioner employed by The University of Western Australia as a professor, associate professor, senior lecturer or lecturer in the faculty of Medicine and Dentistry and also employed by an Employer as a medical practitioner.

“Director of Medical Services” means a medical practitioner who is the principal medical administrator of the hospital and / or health service and includes the Medical Superintendent.

“Hospital”, subject to the context, includes Health Services, and the Western Australian Centre for Pathology and Medical Research.

“Medical Practitioner” means a medical practitioner as defined under the Medical Act 1894 as amended from time to time.

“Medical Practitioners Industrial Agreement” means the Department of Health Medical Practitioners (Metropolitan Health Services) AMA Industrial Agreement 2004 and the Department of Health Medical Practitioners (PathCentre) AMA Industrial Agreement 2004.

“Private Patient” means a patient of a public hospital who is not a public patient. A private patient elects to accept responsibility to pay for medical care and the provision of hospital services. Patients who are covered under Workers’ Compensation or Motor Vehicle Insurance Trust legislation or policies are deemed to be private patients for the purpose of this Agreement.

"Private Practice" means those services provided in or using an Employer’s facilities and for which fees are charged by or on behalf of the clinical academic.

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

“University” means The University of Western Australia of 35 Stirling Highway Crawley Western Australia, a body corporate established under section 6 of the University of Western Australia Act 1911 (WA).

8. CONTRACT OF SERVICE

(1) Cessation or Termination of Tenure/Contract of Service with the University

It is a condition of the clinical academic’s employment that the clinical academic remains an employee of the University. Subject to sub-clause (2)(a) below, employment under this Agreement shall cease upon the termination or cessation of the clinical academic’s period of tenure or contract of service with the University.

(2) Cessation or Termination of Employment with an Employer

- (a) Notwithstanding any other provision in this clause, an Employer may, without prior notice, dismiss a clinical academic for refusal to obey lawful orders or for serious misconduct.
- (b) A clinical academic who is dismissed may appeal to a Board of Reference if the application is made within one month of the operative date of the dismissal.
- (c) A clinical academic may terminate the contract of employment with an Employer by giving to the Employer not less than three month's notice in writing provided that the Employer and the clinical academic may agree to a shorter period of notice. In lieu of giving the required notice, the clinical academic may forfeit salary commensurate with the residual period of notice otherwise required.

(3) No Effect of Termination by Employer on Tenure/Contract of Service with University

- (a) A clinical academic's right of tenure or term of service with the University shall not be affected by the operation of this Agreement.
- (b) A decision by an Employer to terminate the employment of a clinical academic under sub-clause (2) above shall not, by this Agreement, cause the University to terminate the employment or tenure of a clinical academic or otherwise impose any obligation or commitment upon the University.

(4) No Incorporation of Terms

- (a) No right, entitlement or condition of employment of a medical practitioner employed under the Medical Practitioners Industrial Agreement shall, by this Agreement, be conferred upon a clinical academic.
- (b) No right, entitlement or condition of employment established pursuant to:
 - (i) The University of Western Australia Academic Staff Agreement 2000 or its successor agreements; or
 - (ii) any award, including a successor award, incorporated in The University of Western Australia Academic Staff Agreement 2000; or
 - (iii) any other industrial instrument regulating the terms and conditions of employment of medical practitioners employed by the University.

shall be implied, inferred or incorporated into the contract of employment of a clinical academic.

- (c) No provision of any administrative policy, protocol, regulation or practice (however titled) established by the University shall be implied, inferred or incorporated into the contract of employment of a clinical academic.

(5) Compliance with Public Sector and Employer Policy/Procedure etc

A clinical academic shall pursuant to this Agreement comply with the provisions of the Public Sector Management Act 1994 and with the provisions of the Western Australian Public Sector Code of Ethics, Public Sector Standards and an Employer's Code of Conduct and such other policy, procedure and regulation relevant to the clinical academic's employment with their Employer as may be introduced or amended from time to time.

(6) Membership of Hospital Clinical Staff

A clinical academic shall be deemed to be a full member of the clinical staff of the applicable hospital. A clinical academic shall, subject to the provisions of this Agreement have the same clinical rights, duties and obligations as other members of the clinical staff and shall be bound by the same clinical and related administrative policies, procedures and protocols as other members of the clinical staff who are employed pursuant to the Medical Practitioners Industrial Agreement.

(7) Medical Practitioners

The parties recognise

- (a) the primacy of the personal responsibility of medical practitioners to their patients;
- (b) that medical practitioners are responsible and accountable to the statutory authorities including the Medical Board established under the Medical Act 1896; and
- (c) that medical practitioners are responsible and accountable to the ethical codes and standards of relevant colleges and professional associations.

(8) Patient Confidentiality

A clinical academic shall not be bound, without the patient's consent, to divulge any information which the clinical academic has acquired in attending the patient to any person other than the Director of Medical Services or their Deputy or equivalent, other than in accordance with the requirements of this Agreement or any relevant agreement between the AMA and their Employer.

(9) Professional Autonomy in Teaching and Research

Nothing in this Agreement shall limit a clinical academic in exercising reasonable academic freedom in the pursuit of teaching and research consistent with their status as a member of the academic staff of the University.

(10) An Employer shall be free to disclose, from time to time, relevant particulars of the terms of employment of a clinical academic to the University. A clinical academic shall not unreasonably withhold approval for the University to likewise disclose to their

Employer relevant particulars of the terms of employment of the clinical academic by the University.

9. HOURS

- (1) Hours of work for clinical academics are to be consistent with professional practice as a clinical academic and shall be determined in consultation between the Employer and the clinical academic.
- (2) Solely for administrative purposes, when calculating entitlements under this Agreement a full-time clinical academic's hours of work, inclusive of clinical, teaching and research responsibilities, will nominally be 37.5 per week.

10. SALARIES

- (1) Calculation of Annual Salary

Subject to sub-clauses (2) to (5) below, the salary for clinical academics shall be calculated in accordance with the relevant formula as follows:

Professor

The salary for a clinical academic appointed to the full-time position of Professor shall be the difference between 105% of the base salary for a full-time Consultant (Year 8) Level 22, and the base salary for a full-time Professor plus the clinical loading for a full-time Professor

Associate Professor

The salary for a clinical academic appointed to the full-time position of Associate Professor shall be difference between 95% of the base for a full-time time Consultant (Year 8) Level 22, and the base salary for a full-time Associate Professor plus the clinical loading for a full-time Associate Professor

Senior Lecturer

The salary for a clinical academic appointed to the full-time position of Senior Lecturer shall be the difference between 85% of the base salary for a full-time Consultant (Year 8) Level 22, and the base salary for a full-time Senior Lecturer plus the clinical loading for a full-time Senior Lecturer

Lecturer

The salary for a clinical academic appointed to the full-time position of Lecturer shall be the difference between 80% of the base salary for a full-time Consultant (Year 8) Level 22, and the base salary for a full-time Lecturer plus the clinical loading for a full-time Lecturer.

- (2) Base salary for a full-time Consultant (Year 8) Level 22

For the purposes of this clause, the base salary for a full-time Consultant (Year 8) Level 22 shall be as prescribed in the Medical Practitioners Industrial Agreement.

- (3) Base salary for a full-time Professor, Associate Professor, Senior Lecturer, Lecturer

For the purposes of this clause, the base salary for a clinical academic shall:

- (a) Include the maximum applicable salary paid by the University pursuant to the University of Western Australia Academic Staff Agreement 2000 or such higher base salary as is determined and paid by the University for the Academic classifications of Professor, Associate Professor, Senior Lecturer and Lecturer from time to time.
- (b) Not include such additional remuneration as is paid by the University pursuant to any administrative policy, protocol, regulation or practice (however titled) established by the University.

- (4) Clinical Loading

For the purposes of this clause, clinical loading shall be the amount in clinical loading paid by the University to a clinical academic provided that such amount shall not be less than the clinical loading prescribed in the Australian Universities Academic and Related Staff (Salaries) Award 1987, as amended from time to time, for a medically qualified full-time Professor, Associate Professor, Senior Lecturer or Lecturer employed in a full clinical department in a medical school and responsible for patient care.

- (5) Adjustment of Salary

Salaries shall be amended from time to time in accordance with the formula for the calculation of annual salary specified in sub-clause (1) above to reflect adjustments to the base salaries and clinical loading as specified in sub-clauses (2) to (4) above, provided that:

- (a) The aggregate salary paid to sub-professorial clinical academics, shall not exceed the base salary of a full-time Consultant (Year 8) Level 22 as prescribed in the Medical Practitioners Industrial Agreement.
 - (b) The aggregate salary for a Senior Lecturer shall not exceed the aggregate salary for an Associate Professor.
 - (c) The aggregate salary for a Lecturer shall not exceed the aggregate salary for a Senior Lecturer.
- (d) Allowances payable pursuant to subclauses (6), (7), (8) and (9) below are not counted for the purpose of adjustment of salary pursuant to this subclause.

(6) Psychiatrists

Clinical academics appointed in psychiatry shall be paid an additional allowance equal to 15% of the clinical academic's aggregate salary.

(7) Head of Department Allowance

A clinical academic appointed as a Head of Department in a hospital, shall be paid a Head of Department Allowance under the same terms and conditions as prescribed for payment of the Head of Department Allowance Medical Practitioners Industrial Agreement .

(8) Level 23 Allowance

(a) (i) A clinical academic with at least 13 years of experience gained in recognised specialist positions in Western Australia or elsewhere, recognised by their Employer shall, in addition to their aggregate salary, be paid an allowance equal to the difference between the base salaries for a Level 22 and a Level 23 medical practitioner as prescribed in the Medical Practitioners Industrial Agreement.

(ii) Provided that from 1 October 2005 a clinical academic with at least 10 years of experience gained in recognised specialist positions in Western Australia or elsewhere, recognised by their Employer shall, in addition to their aggregate salary, be paid an allowance equal to the difference between the base salaries for a Level 22 and a Level 23 medical practitioner as prescribed in the Medical Practitioners Industrial Agreement.

(b) A Professor who satisfies the requirements of paragraph (a) shall be paid 105% of the Level 23 Allowance.

(c) Payment of the Level 23 Allowance is subject to annual review and shall be discontinued by the Employer if professional standards are not maintained in accordance with medical college requirements or the performance of the clinical academic is not maintained to the standard required at this level.

(d) The allowance paid pursuant to this clause shall be counted as salary for the purposes of calculating Shift, Weekend and Public Holiday Penalties and for calculating Call Back payments.

(9) Clinical Academics shall receive a Professional Expenses Allowance as prescribed in Clause 23(7) of the Medical Practitioners Industrial Agreement.

(10) Fractional Appointments

(a) The salary for a clinical academic appointed by the University on a fractional basis shall be calculated pro-rata in the proportion to which the fractional appointment bears to full-time appointment.

- (b) A clinical academic appointed on a fractional basis shall be allowed entitlements in accordance with the provisions of this Agreement in the proportion which the fractional appointment bears to a full-time appointment.
- (11) The salaries and allowances prescribed in this clause shall be paid pro rata on a fortnightly basis.

11. PRIVATE PRACTICE

- (1) A clinical academic may undertake private practice within a facility under the control of their Employer provided that the Employer may at any time withdraw such right of private practice. A disagreement about a decision to withdraw is a matter which may be referred to a Board of Reference.
- (2) The right of private practice within a facility under the control of the Employer shall be exercised to the fullest extent possible.
- (3) A clinical academic may, by agreement with their Employer, give the Employer written authority to render accounts in the clinical academic's name to private patients to whom the clinical academic has rendered a service in the ordinary course of duty within a facility under the control of the Employer. The clinical academic shall assess the fee to be charged and notify their Employer on each occasion that a private patient is seen so that the Employer can render an account.
- (4) A clinical academic to whom sub-clause (3) applies and who assigns the income to their Employer shall be paid a Private Practice Allowance equivalent to 16% of the clinical academic's aggregate salary.
- (5) An Employer shall impose no limitation on the reasonable exercise of private practice rights outside a facility under the control of the Employer that are permitted by virtue of the clinical academic's employment by the University and consistent with the University's policy for consultative work for clinical academics,
- (6) A clinical academic who exercises rights to private practice conferred by the University pursuant to its professional and consultative work policy shall have no entitlement to private practice within a facility under the control of an Employer, other than pursuant to this Agreement.
- (7) Other arrangements may be agreed between an Employer and a clinical academic to govern the exercise of rights of private practice provided that the clinical academic shall disclose to the University all the particulars of any proposed alternative arrangements prior to entering into such an agreement.
- (8) Private practice must not interfere with the clinical academics responsibility to carry out all the necessary duties of the clinical academics appointment or give rise to a conflict of interest.
- (9) Subject to the Public Sector Management Act 1994, an Employer shall, on appointment of a clinical academic, or otherwise as the case requires, provide the clinical academic with such written approval as may be necessary to ensure that private practice

conducted pursuant to this Agreement within a facility under the control of the Employer is approved for the purposes of the Public Sector Management Act 1994.

12. PAID LEAVE ENTITLEMENTS

- (1) Where the University grants paid leave pursuant to The University of Western Australia Academic Staff Agreement 2000 to a clinical academic, an Employer shall likewise approve paid leave under the same terms, provided the Employer is given reasonable notice of the granting of such leave.
- (2) All paid leave entitlements shall be deemed to have been acquitted in the period they accrue provided that an Employer may, on application from the clinical academic, carry forward entitlements to subsequent accrual periods.
- (3) Where the University grants study leave, in addition to the entitlements prescribed in The University of Western Australia Academic Staff Agreement 2000, pursuant to its administrative policy current as at the date of effect of this Agreement, an Employer shall likewise approve paid leave under the same terms, provided the Employer is given reasonable notice of the granting of such leave.

13. SHIFT, WEEKEND AND PUBLIC HOLIDAY PENALTIES

- (1) If there is a demonstrated clinical need determined by the Head of Department, an Employer may roster a clinical academic to work shiftwork.
- (2) Hours worked between 6pm and 12am on any weekday shall be paid at the rate of 120%.
- (3) Hours worked between 12am and 8am on any weekday shall be paid at the rate of 125%.
- (4) Hours worked on a Saturday shall be paid at the rate of 150%.
- (5) Hours worked between midnight Saturday and 8am Monday shall be paid at the rate of 175%.
- (6) Hours worked between midnight at the commencement of a public holiday and 8am on the day after a public holiday shall be paid at the rate of 250%.
- (7) For the purposes of this clause the hourly rate of pay shall be calculated on the basis of the aggregate salary as defined.

14. ON CALL AND CALL BACK

- (1) On Call
 - (a) For the purposes of this Agreement a clinical academic is on call when the clinical academic is rostered by their Employer to remain readily contactable and available to return to work outside of the clinical academic's normal hours of duty.

- (b) Clinical academics shall be rostered on call in accordance with clinical need by the Head of the Department.

No clinical academic shall be required to be on call more frequently than one day in three. However, with the written approval of the AMA, or in an emergency, an on call roster of more than one in three may be agreed.

- (c) (i) A clinical academic rostered on call shall be paid an hourly allowance of 18.75% of the ordinary base hourly rate prescribed for a Level 15 medical practitioner under the Medical Practitioners Industrial Agreement.

- (iii) Payment in accordance with this paragraph shall not be made with respect to any period for which a clinical academic receives payment for a call back in accordance with clause (2) below.

- (d) Annualised payments.

- (i) If an agreement between an Employer and all clinical academics concerned in a Department is reached, the relevant on call payment may be annualised and paid fortnightly. There must be no additional cost to the Employer as a result.

- (ii) The Employer (or Department) or clinical academics may, by giving four weeks written notice, withdraw from such an annualised payment system.

(2) Call Back

- (a) This provision applies until 30 June 2005.

- (aa) A clinical academic recalled to work shall be paid a minimum of two hours for a call back as follows:

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

- (ii) commencing from 1 July 2004, for work on Sunday between 6.00am and midnight at the rate of 175%

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

- (ab) The clinical academic shall not be obliged to work for two hours if the work for which they are recalled is completed in less time, provided that if the clinical academic is called out and recommences work within two hours of starting work on a previous recall the clinical academic shall not be entitled to a further minimum two hour payment.

- (ac) If the call back period exceeds two hours the clinical academic shall be paid at the rate of 150% for the first additional hour and 200% thereafter. Provided that any time worked during the call back period between midnight and 6.00am on any day shall be paid at the rate of 200%.
- (ad) If a clinical academic is recalled to work, payment for the call back shall commence from:
 - (i) In the case of a clinical academic who is on call, from the time the clinical academic starts work;
 - (ii) In the case of a clinical academic who is not on call, the time the clinical academic embarks on the journey to attend the call. Provided that if a clinical academic 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.

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

- (b) This provision applies from 1 July 2005.
 - (ba) A clinical academic recalled to work shall be paid a minimum of three hours for a call back as follows:
 - (i) for work on any day between 6.00am and midnight at the rate of 150%,
 - (ii) for work on Sunday between 6.00am and midnight at the rate of 175%
 - (iii) for work on any day between midnight and 6.00am at the rate of 200%.
 - (bb) The clinical academic shall not be obliged to work for three hours if the work for which they are recalled is completed in less time, provided that if the clinical academic is called out and recommences work within three hours of starting work on a previous recall the clinical academic shall not be entitled to a further minimum three hour payment.
 - (bc) If the call back period exceeds three hours, the clinical academic shall be paid at the rate of 200% for each additional hour.
 - (bd) If a clinical academic is recalled to work, payment for the call back shall commence from:

- (i) In the case of a clinical academic who is on call, from the time the clinical academic starts work;
- (ii) In the case of a clinical academic who is not on call, the time the clinical academic embarks on the journey to attend the call. Provided that if a clinical academic 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.

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

- (c) Clinical academics rostered on call must be available for consultation and recall to the Hospital/Health Service. The onus lies on the clinical academic, once they are rostered to either renegotiate with their peers about altering the roster or to cover the work themselves. The onus on finding practitioners to cover the roster once the roster has been determined, should not fall back to the manager of the service, but should be borne by the particular clinical academic rostered if they wish to change the roster and shall not result in additional cost to the employer. This requirement does not apply in the event of sickness or personal emergency, however the clinical academic is required to notify the manager of their absence as soon as possible.
- (3) A clinical academic who is required to use their motor vehicle when recalled to work shall be reimbursed all expenses under the same terms and conditions as prescribed in the Medical Practitioners Industrial Agreement.
 - (4) A clinical academic who is required to use their telephone after being contacted by the employer shall be reimbursed reasonable expenses for the cost of calls on application and presentation of satisfactory evidence that the call costs were incurred.
 - (5) Notwithstanding the provisions of this clause, if the Employer and the AMA agree, other arrangements may be made for compensation of on call and call back.

15. CALCULATION OF PENALTIES

If a clinical academic works hours which would entitle that clinical academic to payment of more than one of the monetary penalties payable in accordance with the relevant public holidays, on call and call back or shift and weekend work provisions of this Agreement, only the highest of any such penalty shall be payable.

16. RECOVERY OF OVERPAYMENTS

- (1) If a clinical academic is paid for work not subsequently performed or is otherwise overpaid, their Employer will, after consultation with the clinical academic, make adjustments to the clinical academic's subsequent fortnightly salary payments.

- (2) A one-off overpayment will be recovered in the pay period immediately following the pay period in which it was made, or in the period immediately following the pay period in which it was discovered that overpayment had occurred.
- (3) Cumulative overpayments will be recovered at a rate agreed between the Employer and the clinical academic. The rate shall not be less than the rate at which it was overpaid or \$100 per week, whichever is the lesser amount per pay period.

17. REMUNERATION PACKAGING

- (1) A clinical academic may elect to enter into a remuneration packaging arrangement.
- (2) A clinical academic may elect to salary sacrifice up to a maximum of 50% of the practitioners total remuneration.
- (3) The remuneration packaging arrangement entered into shall be by separate written agreement with the Employer which sets out the terms and conditions of the arrangement provided that the terms of such agreement shall comply with the terms of this clause.
- (4) Such agreement shall be formulated on the basis that, on balance, there shall be no material disadvantage to the clinical academic concerned, and shall be cost neutral in relation to the total employment cost to the Employer.
- (5) The salary packaging arrangement must comply with relevant taxation laws and the Employer will not be liable for additional tax, penalties or other costs payable or which may become payable by the practitioner.
- (6) A clinical academic may elect to cancel any remuneration packaging arrangement by giving a minimum of four weeks' notice.
- (7) The Employer may elect to cancel any remuneration packaging arrangement by giving a minimum of four weeks' notice if the Employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the Employer cannot retrospectively cancel any remuneration packaging arrangement.
- (8) Notwithstanding subclauses (6) and (7) the Employer and the clinical academic may agree to forgo the notice period.
- (9) The cancellation of remuneration packaging will not cancel or otherwise effect the operation of this Agreement.
- (10) Any dispute arising from the operations of this clause will be dealt with in accordance with the relevant dispute settlement provisions.
- (11) If there is an adverse change in the FBT arrangements, the parties shall meet as a matter of urgency with a view to minimising such adverse effect and the clinical academic shall be given the choice of reviewing their arrangements or meeting the cost of any additional FBT.

18. DISPUTE SETTLING PROCEDURES

- (1) Subject to Clause 3 - NO FURTHER CLAIMS and the provisions of the Industrial Relations Act, 1979, any questions, disputes or difficulties raised by a party to this Agreement, shall be settled in accordance with the following procedures.
- (2) If the matter is raised by a clinical academic, or a group of clinical academics, the following steps shall be observed -
 - (a) The clinical academic (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 working days, refer the matter to the Director of Medical Services and the clinical academic (s) shall be advised accordingly.
 - (b) The Director of Medical Services shall, if so able, answer the matter raised within one week of it being referred and, if the Director of Medical Services is not able, refer the matter to the Hospital Executive for its attention, and the clinical academic(s) shall be advised accordingly.
 - (c) If the matter has been referred in accordance with paragraph (b) above the clinical academic(s) or the appropriate AMA hospital clinical academic representative shall notify the AMA, to enable the opportunity of discussing the matter with the Employer.
 - (d) The Employer shall, as soon as practicable after considering the matter before it, advise the clinical academic(s) or, if necessary, the AMA of its decision. Such advice shall be given within one month of the matter being referred to the Employer.
 - (e) If the parties agree that a matter is non-industrial it may by agreement be referred to other appropriate bodies (eg relevant Royal Colleges) for advice and/or assistance.
 - (f) Nothing in this procedure shall prevent the parties agreeing to shorten or extend the periods prescribed.
- (3) Subject to Clause 3 - No Further Claims, should a question, dispute or difficulty remain in dispute after the above processes have been exhausted the matter may:
 - (a) be referred by either party to the Western Australian Industrial Relations Commission (the persons involved in the question, dispute or difficulty must confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking these matters to the Commission); or
 - (b) if the parties agree, be referred to another independent arbitrator chosen by the parties or as a last resort nominated by the Western Australian Industrial Relations Commission. In such a case:

- (i) either party may be represented in the arbitration by an agent or legal clinical academic and shall bear the costs of that representation;
 - (ii) the Employer will meet the costs of the arbitration, but if the arbitrator determines that a claim is frivolous or vexatious, the arbitrator may assign the costs of the arbitration (but not the costs of representation) against the claimant or apportion them in any manner between the parties. The parties undertake to accept the arbitrated decision as final and binding.
- (4) System wide issues will be dealt with by discussions between the appropriate AMA official(s) and Employer representative(s). Should a matter remain in dispute after discussions have been exhausted it may be dealt with in accordance with subclause (3).
- (5) While the above procedures are being followed no party shall take action, of any kind, which may frustrate a settlement in accordance with the above procedures. The status quo (ie the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the above procedures.
- (6) If an Employer seeks to discipline or terminate a clinical academic the principles of natural justice shall apply and the following steps shall be observed:
 - (a) If a clinical academic commits a misdemeanour, the clinical academic's immediate supervisor or any authorised medical practitioner may reprimand the clinical academic so that the clinical academic understands the nature and implications of their conduct. The clinical academic has a right to be represented when being reprimanded.
 - (b) 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.
 - (c) Should it be necessary, for any reason, to reprimand a clinical academic three times, the contract of service shall, upon the giving of that third reprimand, be terminable in accordance with the provisions of this Agreement.
 - (d) This procedure shall not limit the right of an Employer to summarily dismiss a clinical academic for misconduct. Nor shall it limit the right of a clinical academic to refer a claim for alleged wrongful or unlawful termination to a Board of Reference.
 - (e) A decision by an Employer to discipline a clinical academic or terminate the employment of a clinical academic shall not, by this Agreement, cause the University to discipline a clinical academic or terminate the employment or tenure of a clinical academic or otherwise impose any obligation or commitment upon the University.

19. SIGNING OF AGREEMENT

The signatories that follow testify to the fact that this Agreement shall come into effect as of the date of registration:

(Signature)

(Date)

Paul Boyatzis
Executive Director
for and on behalf of
the Australian Medical Association (Western Australia) Incorporated

(Signature)

(Date)

Mike Daube
Director General of Health
as delegate of the Minister for Health

(Signature)

(Date)

Dr Keith B Shilkin
Chief Executive Officer
for and on behalf of
the Board of the Western Australian Centre for Pathology and Medical Research