

CLINICAL ACADEMICS (PATHWEST) AGREEMENT 2014

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 2013* ("the Industrial Agreement").
- (2) This Agreement shall apply in respect of any clinical academic employed by the Employer as a Pathologist to provide Pathologist services within 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) Winthrop Professor

The salary for a clinical academic pathologist appointed to the full-time position of Winthrop 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 Winthrop Professor plus the clinical loading for a full-time Winthrop Professor.

First pay period on or after 1 Oct 2013	First pay period on or after 1 Oct 2014	First pay period on or after 1 Oct 2015
\$282,275	\$292,860	\$303,110

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

(b) Professor

The salary for a clinical academic pathologist appointed to the full-time position of 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 Professor plus the clinical loading for a full-time Associate Professor.

First pay period on or after 1 Oct 2013	First pay period on or after 1 Oct 2014	First pay period on or after 1 Oct 2015
\$270,045	\$280,171	\$289,977

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

(c) Associate professor

The salary for a clinical academic pathologist appointed to the full-time position of Associate Professor (Level C) 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.

First pay period on or after 1 Oct 2013	First pay period on or after 1 Oct 2014	First pay period on or after 1 Oct 2015
\$245,585	\$254,794	\$263,712

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

(d) Assistant Professor

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

First pay period on or after 1 Oct 2013	First pay period on or after 1 Oct 2014	First pay period on or after 1 Oct 2015
\$221,124	\$229,417	\$237,446

(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) 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, then the reference salary rate shall remain the salary prescribed in the Industrial Agreement.

(b) Where the Industrial Agreement provides for 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:

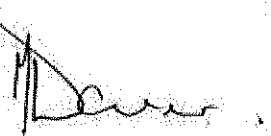
First pay period on or after 1 Oct 2013	First pay period on or after 1 Oct 2014	First pay period on or after 1 Oct 2015
\$149,641	\$155,252	\$160,686

- (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



12/11/2014
Marcia Kuhne
Director Industrial/Legal
Australian Medical Association (Western Australia) Incorporated



5 November 2014
Marshall Warner
Director
Health Industrial Relations Service