

ROYAL FLYING DOCTOR SERVICE OF AUSTRALIA
(WESTERN OPERATIONS) MEDICAL PRACTITIONER
ENTERPRISE AGREEMENT 2023



WESTERN AUSTRALIA



DECISION

Fair Work Act 2009
s 185—Enterprise agreement

Royal Flying Doctor Service of Australia (Western Operations)
(AG2024/3944)

ROYAL FLYING DOCTOR SERVICE OF AUSTRALIA (WESTERN OPERATIONS) MEDICAL PRACTITIONER ENTERPRISE AGREEMENT 2023

Health and welfare services

COMMISSIONER LIM

PERTH, 28 NOVEMBER 2024

Application for approval of the Royal Flying Doctor Service of Australia (Western Operations) Medical Practitioner Enterprise Agreement 2023.

[1] Royal Flying Doctor Service of Australia (Western Operations) (the **Applicant**) has applied for the approval of an enterprise agreement known as the Application for approval of the *Royal Flying Doctor Service of Australia (Western Operations) Medical Practitioner Enterprise Agreement 2023* (the **Agreement**). The application was made under s 185 of the *Fair Work Act 2009* (Cth) (the **Act**). The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] In compliance with s 190(4) of the Act, the bargaining representatives' views regarding the undertakings proffered were sought. They were provided with the opportunity to raise and address any objections they had to the undertakings proffered by the Applicant. No objection was raised.

[4] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying declarations, I am satisfied that each of the requirements of ss 186, 187, 188, and 190 of the Act as are relevant to this application for approval have been met.

[5] The below clauses in the Agreement appear to be potentially inconsistent with the National Employment Standards (**NES**):

- (a) Casual conversion: Clause 16.5 appears to provide that an eligible casual employee can request to convert to permanent employment from 21 days after their 12-month anniversary. This appears inconsistent with s 66B of the Act which provides that an employer must make an offer to a casual employee if the employee has been employed by the employer for a period of 12 months; and during at least the last 6 months, the employee has worked a regular pattern of hours on an ongoing basis.
- (b) Family and domestic violence leave: Clause 51 appears to provide that employees are entitled to unpaid family and domestic violence leave in accordance with the NES, inconsistent with s 106A(1) of the Act which allows up to 10 days of *paid* leave.
- (c) Withholding monies at termination: Clause 39.4 appears to provide that where the employee fails to give the prescribed notice, any pay due may be forfeited to the extent that the notice given falls short of the prescribed notice. This clause does not appear to limit the source of monies which may be deducted. The effect of this is that this clause appears to permit the employer to withhold monies owing to the employee under the NES.

[6] However, noting the undertaking provided the Applicant, I am satisfied that the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and NES.

[7] The Australian Salaried Medical Officers' Federation (WA) (the **AMA WA**), being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it wants the Agreement to cover them. In accordance with s 201(2), and based on the declaration provided by the organisation, I note that the AMA WA is covered by the Agreement.

[8] The Agreement was approved on **28 November 2024** and, in accordance with s 54, will operate from 5 December 2024. The nominal expiry date of the Agreement is 30 September 2026.

Variation

[9] In the course of approving the Agreement, the AMA WA applied under s 218A to correct or amend obvious errors, defects or irregularities in the Agreement. The AMA WA seeks the following amendments to the Agreement:

- (a) Where the Agreement references the “AMA”, for that to be corrected to “AMA WA”. The clauses to be varied are Clause 2.3; Clause 3.4; Clause 5; Clause 40; and Clause 59.
- (b) In Clause 5 of the Agreement the “AMA/Association” is defined as the “Australian Medical Association (Western Australia)”. The correct entity is the “Australian Medical Association (WA) Inc.”.

[10] As has been noted in recent decisions of the Commission,¹ s 218A of the Act is akin to the slip rule found in s 602 of the Act which allows the Commission to correct or amend an

¹ See for example [2023] FWCA 844 per Gostencnik DP, and [2023] FWC 115 per Asbury DP (as Vice President Asbury then was).

obvious error, defect or irregularity (whether in substance or form) in relation to a decision of the Commission. Its evident purpose is to remove complexity associated with varying enterprise agreements containing obvious errors, defects or irregularities by simplifying the process by which corrections may be made.

[11] Before an amendment under s 218A can be made, I must be satisfied of the existence of an obvious error, defect or irregularity (whether in substance or form). Upon the finding of such an error, defect or irregularity, the Commission may vary the enterprise agreement. The power to vary should only be exercised to the extent necessary to remove the error, defect or irregularity.

[12] I am satisfied that the incorrect references to the AMA WA's name are obvious errors. Noting that the Applicant did not object to the amendments sought, I am satisfied that it is appropriate to amend the clauses identified in [9].

Order

[13] I order pursuant to s 281A of the Act that the Agreement be varied to correct the obvious errors as follows:

- (a) In Clause 2.3; Clause 3.4; Clause 5; Clause 40; and Clause 59, "AMA" is to be replaced with "AMA WA".
- (b) In Clause 5, the definition of "AMA/Association" is to be replaced with "Australian Medical Association (WA) Inc."

[14] This variation will operate from the date the Agreement commences, being 5 December 2024.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE526965 PR781808>

Annexure A

IN THE FAIR WORK COMMISSION


Matter no: AG2024/3944 – Application by Royal Flying Doctor Service of Australia (Western Operations)

Applicant: Royal Flying Doctor Service of Australia (Western Operations)

Undertaking - section 190

I, Tania Kitchen, Head of People, of the Royal Flying Doctor Service of Australia (Western Operations) (**Company**), give the following undertakings with authority on behalf of the Company with respect to the *Royal Flying Doctor Service of Australia (Western Operations) Medical Practitioner Enterprise Agreement 2023 (Agreement)*:

1. This Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**). Where there is an inconsistency between the Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

Signature: 

Date: 13 November 2024

Address: 3 Eagle Drive, Jandakot, WA 6153



Royal Flying Doctor Service

The furthest corner. The finest care.

Royal Flying Doctor Service of Australia (Western Operations) Medical Practitioner Enterprise Agreement 2023

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

Table of Contents

Application & Operation of the Agreement	4
1. Agreement Title	4
2. Application & Parties Covered by this Agreement	4
3. Term of Agreement	4
4. No Extra Claims	5
5. Definitions	5
The Consultation Process	6
6. Workplace Consultation	6
7. Major Change	6
8. Change to Regular Roster or Ordinary Hours of Work	8
9. Dealing with Disputes	9
10. Employee Representation	10
11. Workplace Delegates' Right	10
12. Individual Flexibility	14
Employment Relationship	15
13. Employment Categories	15
14. Full Time	16
15. Part Time	16
16. Casual	17
17. Maximum Term Contracts	17
18. Probation Period	17
19. Exclusive Services	18
20. Position & Reporting	18
21. Appointment and Clinical Support Duties	19
22. Registration and Credentialing	19
Classifications, Rates of Pay, Related Matters	20
23. Classification of Employees	20
24. Remuneration	21
25. Flexible Hours Allowance	22
26. Professional Development Allowance	22
27. Senior Medical Practitioner Allowance	23
28. Salary Packaging	23
29. Regional Incentive Bonus	23
30. Housing, Communication and Motor Vehicle	24
31. Registrar Classifications and Rates of Pay	26
Superannuation, Insurances & Related Matters	28
32. Superannuation	28

33.	Insurance and Make Up Pay	28
	Rosters, Breaks and Hours of Work	29
34.	Hours of Work	29
35.	Rosters	29
36.	Time Off in Lieu (TOIL)	31
37.	Call Back	32
	Relieving and Special Purpose Medical Practitioners.....	33
38.	Relieving and Special Purpose Medical Practitioners	33
	Moving On.....	34
39.	Termination of Employment.....	34
40.	Redundancy	35
	Leave Provisions.....	36
41.	Notification of Absence	36
42.	Personal Leave	37
43.	Upper Respiratory Tract Infection Leave (URTI)	38
44.	Annual Leave	39
45.	Long Service Leave	40
46.	Study Leave	41
47.	Sabbatical Leave.....	41
48.	Compassionate and Bereavement Leave	42
49.	Community Service Leave.....	42
50.	Jury Duty Leave	42
51.	Unpaid Family and Domestic Violence Leave	42
52.	Parental Leave and Related Entitlements.....	42
53.	Special Leave.....	42
54.	Leave without Pay.....	42
	Other Conditions	43
55.	Protective Clothing and Uniforms.....	43
56.	Private Practice	43
57.	Relocation Expenses	44
58.	Professional Indemnity.....	44
59.	Ethics	45
	Schedule 1: Salaries, Movement Between Levels, Payment of Salaries	46
60.	Annual Salaries	46
61.	Casual Salaries	47
62.	Movement Between Levels.....	47
63.	Deferred Salary Scheme (DSS)	47
	Signatories.....	48

Application & Operation of the Agreement

1. Agreement Title

- 1.1. This Agreement shall be known as the Royal Flying Doctor Service of Australia (Western Operations) Medical Practitioner Enterprise Agreement 2023 (Agreement).

2. Application & Parties Covered by this Agreement

- 2.1. This Agreement replaces the *Royal Flying Doctor Service of Australia (Western Operations) Medical Practitioners Enterprise Agreement 2019*.
- 2.2. This Agreement operates to the exclusion of all terms of any Award, or other industrial instrument(s) that might otherwise apply to the employees' employment.
- 2.3. This Agreement applies to:
 - Royal Flying Doctor Service of Australia - Western Operations (RFDS WO);
 - the employees referred to in clause 23; and
 - the AMA, subject to section 201(2) of the FW Act being met.

3. Term of Agreement

- 3.1. This Agreement will operate 7 days from the date it is approved by the FWC (Commencement Date).
- 3.2. The nominal expiry date of the Agreement will be 30 September 2026 unless this is varied by agreement and in accordance with the FW Act.
- 3.3. This Agreement will continue in operation after its nominal expiry date until terminated or replaced in accordance with the FW Act (or any successor Act).
- 3.4. Negotiations for a new agreement will commence at least six months prior to the date of expiration of this Agreement, unless otherwise agreed between the AMA and RFDS WO. If at the date of expiration, no new agreement has been reached then this Agreement shall continue until such time as a new agreement is entered into.

4. No Extra Claims

- 4.1. The parties bound by this Agreement shall not make extra claims that affect the employees' terms and conditions of employment which exist for the period of operation of the Agreement.

5. Definitions

<i>Act</i>	means <i>Fair Work Act 2009</i> (Cth)
<i>AMA / Association</i>	Australia Medical Association (Western Australia)
<i>Continuous Service</i>	means each 12-month period of service (inclusive of authorised leave) completed with the RFDS WO. Whilst authorised leave without pay shall not constitute a break in continuous service, it shall not count as service for the purpose of accruing leave or other entitlements. The meaning of Continuous Service should also comply with the FW Act requirements.
<i>Clinical Support Duties</i>	means duties not directly associated with the diagnosis, retrieval / accompaniment or management of a particular patient. They may include administration, attendance at departmental meetings, audit or other quality assurance activities.
<i>Employer</i>	means the Royal Flying Doctor Service of Australia (Western Operations).
<i>FWC</i>	Fair Work Commission
<i>General Medical Practitioner</i>	means (non-vocationally registered) means a registered Medical Practitioner, other than a Medical Practitioner or specialist, engaged in the provision of primary health care, continuing whole patient care to individuals, families and their community.
<i>Hospital</i>	means a public hospital constituted under the Health Services Act 2016 or its successor.
<i>NES</i>	means the National Employment Standards as contained in sections 59 to 131 of the Act.
<i>Notional Salary</i>	means the composite rate of the applicable Annual Base Salary in Schedule 1 and as appropriate and where applicable the following allowances prescribed under: Clause 27 Senior Medical Practitioner Allowance; clause 25 Flexible Hours Allowance; and clause 26 Professional Development Allowance.
<i>Policy</i>	means relevant RFDS WO policy or procedures as amended or replaced from time to time. RFDS WO policy and procedures referred to in this Agreement do not form part of it.

<i>Private Patient</i>	means a patient of a public hospital who elects to accept responsibility to pay for medical care and the provision of hospital services. Patients who are covered under Workers Compensation or the Motor Vehicle Insurance Trust legislation or policies are deemed to be private patients for the purposes of this Agreement.
<i>Relieving Medical Practitioner</i>	means a Medical Practitioner employed to provide relief or additional support for other Medical Practitioners employed by RFDS WO throughout Western Australia.
<i>Royal Flying Doctor Service or RFDS WO</i>	means the Royal Flying Doctor Service of Australia (Western Operations)
<i>RWGP</i>	means the Rural Woman's General Practitioner Program.
<i>Senior Medical Practitioner</i>	means the Medical Practitioner who is appointed as such at each RFDS WO base.
<i>Shiftwork</i>	means work involves rosters covering an entire 24 hour period over each of the seven days of the week.

The Consultation Process

The RFDS WO commits to engaging in consultation with employees in decisions that relate to this Agreement.

6. Workplace Consultation

- 6.1. This term applies if RFDS WO:
- a. has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - b. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

7. Major Change

- 7.1. For a major change referred to in clause 6.1:
- a. RFDS WO must notify relevant employees of the decision to introduce the major change; and
 - b. subclauses 7.2 to 7.8 apply.
- 7.2. The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 7.3. If:

- a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b. the employee or employees advise RFDS WO of the identity of the representative; RFDS WO must recognise the representative.
- 7.4. As soon as practicable after making its decision, RFDS WO must:
- a. discuss with the relevant employees:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the employees; and
 - iii. measures RFDS WO is taking to avert or mitigate the adverse effect of the change on the employees; and
 - b. for the purposes of the discussion – provide, in writing, to the relevant employees:
 - i. all relevant information about the change including the nature of the change proposed; and
 - ii. information about the expected effects of the change on the employees; and
 - iii. any other matters likely to affect the employees.
- 7.5. However, RFDS WO may not disclose confidential or commercially sensitive information to the relevant employees.
- 7.6. RFDS WO must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 7.7. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of RFDS WO, the requirements set out in clause 7.1 a and subclauses 7.2 and 7.4 are taken not to apply.
- 7.8. In this term, a major change is likely to have a significant effect on employees if it results in:
- a. the termination of the employment of employees; or
 - b. major change to the composition, operation or size of RFDS WO's workforce or to the skills required of employees; or
 - c. the elimination or diminution of job opportunities (including

- opportunities for promotion or tenure); or
- d. the alteration of hours of work; or
- e. the need to retrain employees; or
- f. the need to relocate employees to another workplace; or
- g. the restructuring of jobs.

8. Change to Regular Roster or Ordinary Hours of Work

- 8.1. For a change referred to in clause 6.1 b:
 - a. the RFDS WO must notify the relevant employees of the proposed change; and
 - b. subclauses 8.2 to 8.7 apply.
- 8.2. The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 8.3. If:
 - a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b. the employee or employees advise the RFDS WO of the identity of the representative; the RFDS WO must recognise the representative.
- 8.4. As soon as practicable after proposing to introduce the change, the RFDS WO must:
 - a. discuss with the relevant employees the introduction of the change; and
 - b. for the purposes of the discussion – provide to the relevant employees:
 - i. all relevant information about the change, including the nature of the change; and
 - ii. information about what the RFDS WO reasonably believes will be the effects of the change on the employees; and
 - iii. information about any other matters that RFDS WO reasonably believes are likely to affect the employees; and
 - c. invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring

responsibilities).

- 8.5. However, the RFDS WO is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 8.6. The RFDS WO must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 8.7. In this term, relevant employees means the employees who may be affected by a change referred to in clause 6.1.

9. Dealing with Disputes

If a dispute relates to a matter arising under this Agreement or the [National Employment Standards](#), this clause sets out dispute settlement procedures.

- 9.1. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures of this clause.
- 9.2. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management. Refer *RFDS WO Grievance Procedure*, as amended from time to time.
- 9.3. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWC.
- 9.4. The FWC may deal with the dispute in 2 stages:
 - a. the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - b. if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.

Note: If FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- 9.5. While the parties are trying to resolve the dispute using the procedures in this term:

- a. an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - b. an employee must comply with a direction given by RFDS WO to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe; or
 - ii. applicable occupational health and safety legislation would not permit the work to be performed; or
 - iii. the work is not appropriate for the employee to perform; or
 - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.
- 9.6. The parties to the dispute agree to be bound by a decision made by FWC in accordance with this term.

10. Employee Representation

- 10.1. You may appoint a representative for the purposes of the procedures in this clause if:
- a. you, or relevant employees appoint, a representative for the purposes of consultation; and
 - b. you, or employees advise the RFDS WO of the identity of the representative; the RFDS WO must recognise the representative.
- 10.2. In any matter arising under this Agreement, you may represent yourself or appoint an employee representative, which may be a union representative, to assist or represent you.
- 10.3. All relevant parties will deal with such employee representatives in good faith.

11. Workplace Delegates' Right

- 11.1. Clause 11 provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

NOTE: Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has

complied with clause 11.

11.2. In clause 11:

- a. employer means the employer of the workplace delegate;
- b. delegate's organisation means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- c. eligible employees means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

11.3. Before exercising entitlements under clause 11, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

11.4. An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

11.5. Right of representation

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- a. consultation about major workplace change;
- b. consultation about changes to rosters or hours of work;
- c. resolution of disputes;
- d. disciplinary processes;
- e. enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and
- f. any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

11.6. Entitlement to reasonable communication

- a. A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 11.5. This

includes discussing membership of the delegate's organisation and representation with eligible employees.

- b. A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

11.7. Entitlement to reasonable access to the workplace and workplace facilities

- a. The employer must provide a workplace delegate with access to or use of the following workplace facilities:
 - i. a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - ii. a physical or electronic noticeboard;
 - iii. electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - iv. a lockable filing cabinet or other secure document storage area; and
 - v. office facilities and equipment including printers, scanners and photocopiers.
- b. The employer is not required to provide access to or use of a workplace facility under clause 11.7(a) if:
 - i. the workplace does not have the facility;
 - ii. due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - iii. the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

11.8. Entitlement to reasonable access to training

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- a. In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per

50 eligible employees.

- b. The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - i. full time or part time employees; or
 - ii. regular casual employees.
- c. Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- d. The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- e. If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- f. The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- g. The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

11.9. Exercise of entitlements under clause 11

- a. A workplace delegate's entitlements under clause 11 are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - i. comply with their duties and obligations as an employee;
 - ii. comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;

- iii. not hinder, obstruct or prevent the normal performance of work; and
 - iv. not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- b. Clause 11 does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
 - c. Clause 11 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the Act, the employer must not:

- a. unreasonably fail or refuse to deal with a workplace delegate; or
- b. knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- c. unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 11.

12. Individual Flexibility

12.1. RFDS WO and employees covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- a. the agreement deals with 1 or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances;
 - v. leave loading; and
- b. the arrangement meets the genuine needs of the RFDS WO and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- c. the arrangement is genuinely agreed to by RFDS WO and the employee.

12.2. RFDS WO must ensure that the terms of the individual flexibility arrangement:

- a. are about permitted matters under section 172 of the Act; and
- b. are not unlawful terms under section 194 of the Act; and

- c. result in the employee being better off overall than the employee would be if no arrangement was made.
- 12.3. RFDS WO must ensure that the individual flexibility arrangement:
 - a. is in writing; and
 - b. includes the name of the employer and employee; and
 - c. is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - d. includes details of:
 - i. the terms of the Agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - e. states the day on which the arrangement commences.
- 12.4. RFDS WO must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 12.5. RFDS WO or the employee may terminate the individual flexibility arrangement:
 - a. by giving no more than 28 days written notice to the other party to the arrangement; or
 - b. if RFDS WO and the employee agree in writing – at any time.

Employment Relationship

13. Employment Categories

- 13.1. Employees will be employed in one of the following categories:
 - Full Time;
 - Part Time;
 - Casual; or
 - Maximum Term Contract

- 13.2. At the time of engagement, RFDS WO will inform the employee in writing of the terms of engagement and whether employment is to be full time, part time, casual or a maximum term contract.

14. Full Time

- 14.1. A full time employee is an employee who is engaged on an ongoing basis to perform duty up to 38 ordinary hours (solely for administrative purposes) per week averaged over the roster period.
- 14.2. This is solely for administrative purposes, when calculating entitlement to leave and other benefits which are expressed in days and weeks in this Agreement, a full time Medical Practitioner's ordinary hours of work (exclusive of on call) will nominally be an average of 38 hours per week which may be rostered over 5 or less days per week.
- 14.3. Over the roster period, a full time employee will be rostered to work a maximum of 20 shifts or 210 hours per 28 days.

15. Part Time

- 15.1. A part time employee is an employee who
- a. is engaged on an ongoing basis to perform duty less than 38 ordinary hours per week averaged over the roster period;
 - b. is committed to a job sharing arrangement where a full time role is divided into two equal job roles to be undertaken by two employees who are paid on a pro-rata basis for the part of the job each completes, in accordance with the applicable part-time annual salaries at clause 60.
 - c. must not exceed the maximum duty time permitted under this Agreement; and
 - d. has reasonably predictable hours of work.
- 15.2. RFDS WO and the part time employee will agree in writing on a pattern of work. Any agreed variation to the regular pattern of work will be recorded in writing.
- 15.3. Part time employees shall be entitled to equal access to all training (taking into account their part time status) and promotional opportunities.
- 15.4. A part time employee who converts to full time employment shall transfer all accrued entitlements and their employment shall be deemed continuous.

16. Casual

- 16.1. It is the intention of the RFDS WO to utilise casual employees only to the extent needed to meet short-term needs.
- 16.2. A casual employee will be paid at the rate set out in clause 61.
- 16.3. Employment for a casual employee may be terminated by a minimum of one day's notice, given at any time, from either the RFDS WO or the casual employee, or by the payment or forfeiture, of one day's pay.
- 16.4. The following clauses of this Agreement do not apply to casual employees:
 - Clause 18: Probation Period
 - Clause 19: Exclusive Services
 - Clause 60: Annual Salaries
 - Clause 3939: Termination of Employment
 - Clause 40: Redundancy
 - Clause 42: Personal Leave
 - Clause 44: Annual Leave
 - Clause 45: Long Service Leave
- 16.5. An eligible casual employee can make a request to convert to permanent employment from 21 days after their 12-month anniversary.

17. Maximum Term Contracts

A maximum term contract employee is an employee who is engaged for a maximum term to undertake employment of a time limited duration such as a project, task or is dependent directly on finite or variable funding, seasonal work or to replace an employee who is absent for an extended period, such as long service leave, parental leave or long-term personal leave in accordance with the relevant legislation.

18. Probation Period

- 18.1. Continued employment is dependent on the satisfactory completion of a six (6) month probationary period.
- 18.2. The purpose of the probationary period is to provide a means to mutually assess suitability for the position.

- 18.3. At any time during the probationary period, employment may be terminated by either party giving one week's notice in writing to the other party.
- 18.4. The RFDS WO may, at its sole discretion, pay in lieu of notice (either for part or for all the notice period).
- 18.5. On satisfactory completion of the probation period, employment will be confirmed, and the Agreement terms will continue to apply.
- 18.6. Refer *RFDS WO Probation Period Policy & Procedure* as amended from time to time for more information.

19. Exclusive Services

- 19.1. RFDS WO shall be entitled to the employee's exclusive service during the period of engagement.
- 19.2. During employment:
 - a. if a full time employee becomes or is engaged with another entity, the employee must declare and seek consent,
 - b. if a part time employee is or becomes engaged with another entity, the employee must declare said employment entity.
- 19.3. RFDS WO reserves the right to require Non-disclosure agreements between parties and the employee agrees not to be directly or indirectly engaged or concerned in the conduct of any business, trade, profession, or other occupation (whether as an employee, consultant, agent, director or otherwise), that competes or conflicts with the RFDS WO, except as a representative of the RFDS WO or with the written consent of the CEO.

20. Position & Reporting

- 20.1. The position is as set in the *Position Description*, reporting to the person identified.
- 20.2. The position description shall state the relevant duties and responsibilities of the position including clinical, teaching, research and clinical support duties.
- 20.3. The employee is required to perform the duties set out in the *Position Description*.
- 20.4. RFDS WO may make reasonable changes to the duties, responsibilities,

reporting structure, or the location of employment at any time, in consultation with the employee. A change of this type will not be grounds for termination of employment.

- 20.5. The terms and conditions of employment set out in this Agreement will continue to apply after such a change is made.

21. Appointment and Clinical Support Duties

- 21.1. Appointment of all Medical Practitioners shall be subject to credentialing.
- 21.2. A Medical Practitioner shall be appointed to work in accordance with their position description and Employer's policies and procedures.
- 21.3. The employer shall ensure that the Medical Practitioner has sufficient time to undertake clinical support duties which in aggregate shall not be less than 20% of a Medical Practitioners duties.
- 21.4. Clinical Support duties means, duties not directly associated with the diagnosis, retrieval, accompaniment, or management of a particular patient. They may include administration, attendance at departmental meetings, audit or other quality assurance activities. Clinical Support duties will be supported by the *RFDS WO Clinical Support Duties for Medical Practitioners Procedure*.

22. Registration and Credentialing

- 22.1. Medical Practitioners are required to be registered with the Medical Board of Australia, always when employed by and practicing with RFDS WO.
- 22.2. Medical Practitioners are individually responsible for ensuring they renew their registration on an annual basis and for providing documentary evidence of current registration to the Employer.
- 22.3. The Medical Practitioner must notify the Employer if at any time their registration lapses or they become subject to any disciplinary action by the Medical Board of Australia.
- 22.4. If an individual Medical Practitioner's registration lapses, or is suspended, the Medical Practitioner will be required to take any accrued entitlements to annual leave or long service leave, followed by unpaid leave, until such time as they become reregistered or their employment ceases.
- 22.5. Medical Practitioner appointments are subject to ongoing clinical

credentialing by the Employer. Medical Practitioners are required to participate in continuing medical educational activities, relevant to their practice or College requirements, and to provide evidence of their ongoing professional development activities to the Employer on request.

Classifications, Rates of Pay, Related Matters

23. Classification of Employees

Employees will be classified according to one of the following categories:

Category	Description
Registrar	<p>'Registrar Level 1 - General Practice/Primary Health' a registered Medical Practitioner that is in a recognised vocational training program and is employed in a designated Registrar training position with RFDS WO for the purpose of progressing through the training program. This level is an entry level Registrar with limited experience or training. Completed internship and residency, with Postgraduate minimum 2 years. Entry point for Pathway General Practice/Primary Health Registrar Level 1; or 'Registrar Level 2 - Aeromedical Retrieval' a registered Medical Practitioner that is in a recognised vocational training program and is employed in a designated Registrar training position with RFDS WO for the purpose of progressing through the training program.</p> <p>The Registrar must be in good standing with their respective college, have completed two years of advanced training, be a minimum of 4 years post grad and have acquired 6 months critical care experience. This level is an entry point Aeromedical Retrieval Registrar; or</p> <p>'Registrar Level 3 - Aeromedical Retrieval' a registered Medical Practitioner who is in a recognised vocational training program and is employed in a designated Registrar training position with RFDS WO for the purpose of progressing through the training program. This level has successfully achieved capability achievement, scope of practices, professional development achievement and attainment of recognised training and experiential success and is recognised as such and appointed by RFDS WO. Postgraduate with minimum 5 years and 3rd Year Registrar; or 'Senior Registrar - Aeromedical Retrieval' means a Registrar who has received a qualification in a clinical discipline or has obtained an appropriate qualification recognised by the AMC or equivalent recognised by RFDS WO and is appointed as a Senior Registrar by RFDS WO. Significant relevant and</p>

	recognised experience. May be equivalent to or interchangeable with a clinical fellowship.
Medical Practitioner	A registered Medical Practitioner as defined under the Health Practitioner Regulation National Law (WA) Act 2010 as amended from time to time.
Specialist Medical Practitioner	A Medical Practitioner who holds the appropriate higher qualification or a University or College, recognised by the Australian Medical Council (AMC) or holds a Fellowship from an appropriate Australian college of medicine.
Aeromedical Consultant	<p>A Medical Practitioner who is directly appointed to the position of Aeromedical Consultant by RFDS WO. Responsible for specific duties as outlined by RFDS WO and holds a fellowship in an appropriate field including but not limited to:</p> <p>FACEM – Fellow of Australasian College of Emergency Medicine; or</p> <p>FANZCA – Fellow of Australian New Zealand college of Anaesthetists; or</p> <p>FCICM – Fellow of the College of Intensive Care Medicine; or</p> <p>FRACGP – Fellow of the Royal College of General Practitioners; or</p> <p>FACRRM – Fellow of the Royal College of Rural and Remote Medicine;</p> <p>with a minimum of 18 months experience and training in the Aeromedical field. International Fellowed Medical Practitioners considered.</p>

24. Remuneration

- 24.1. Remuneration, including increases, are contained in *Schedule 1* of this Agreement.
- 24.2. The effective date of remuneration increases for this agreement are applied from 1 October 2023.
- 24.3. Leave loading, shift, weekend, and public holiday penalties are included in the annual remuneration.
- 24.4. Remuneration is effective from the first full pay period on or after the effective date of the increase.
- 24.5. Remuneration (less applicable tax) will be paid fortnightly by electronic funds transfer into the nominated account.

- 24.6. In the circumstance where money is owed to RFDS WO, or RFDS WO has paid the employee more than they are entitled to be paid; the RFDS WO may withhold the amount of the debt, or the overpayment, from any amounts otherwise payable to the employee including wages or reimbursement of expenses.

25. Flexible Hours Allowance

- 25.1. Notwithstanding clause 34 a full time Medical Practitioner or part time Medical Practitioner who is regularly required to participate in an on-call roster shall receive an allowance of 27.5% of the annual base salary as prescribed by the relevant Schedules of this Agreement.
- 25.2. A Medical Practitioner who is not in receipt of the allowance prescribed in clause 26.1 shall, where rostered on call or call back, be paid in accordance with the following:

A Medical Practitioner rostered on call shall be paid an hourly allowance for each hour so rostered of \$25.17.

26. Professional Development Allowance

- 26.1. Full time employees shall receive an annual professional development allowance, of \$34,715, payable pro-rata fortnightly. This allowance will be pro-rata for part time employees.
- 26.2. This allowance provides for the coverage for all course costs and related expenses to be met by the employee for any requirement to undertake training at the direction of RFDS WO, which may include one or more courses such as the following.
- EMST or ETM
 - APLS
 - ALSO Part 2
 - ALS2

This allowance is to fund training and/or course fees and related costs relevant to employment at RFDS WO.

27. Senior Medical Practitioner Allowance

A Medical Practitioner who is required to perform administrative duties as a Senior Medical Practitioner of a Base shall be paid an allowance of \$13,739 per annum. This Allowance will increase by the salary increase % each year. This allowance will be pro-rata for part time employees.

28. Salary Packaging

- 28.1. RFDS WO offers the opportunity for employees to participate in salary packaging arrangements for certain benefits and have payments deducted from pre-tax salary, to suit an employee's individual needs.
- 28.2. Applicable Government legislation together with any applicable salary packaging policy (as amended from time to time) will regulate and define the type of benefits that can be included in an employee's salary package; how the benefits are treated for taxation purposes, and the administrative arrangements that will apply.
- 28.3. The legislation and/or any applicable policy may change from time to time. If changes do occur, the employee may be given the opportunity to adjust the structure of the salary package to take account of any new requirements. As salary packaging arrangements operate at no cost to RFDS WO, should any legislative or other policy change result in a cost to RFDS WO arising from a salary packaging arrangement, RFDS WO may elect to discontinue the arrangements or alter the benefits offered, unless the employee agrees to pay the additional costs.
- 28.4. Obligations related to any leasing arrangement will be set out in a separate agreement. The employee is solely responsible for any fringe benefit tax liability and leasing commitment arising from the salary packaging arrangements during employment and termination of employment.
- 28.5. Any deduction by RFDS WO as outlined in this clause, will be in accordance with sections 324 and 326 of the *Fair Work Act 2009* (Cth).

29. Regional Incentive Bonus

- 29.1. Medical Practitioners when employed outside of the Perth metropolitan area in addition to the entitlements specified in this Agreement shall be paid a Regional Incentive bonus equivalent to four weeks' salary for each completed year of continuous service, subject to a minimum term of three

years' continuous service.

- 29.2. 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.
- 29.3. The quantum of the payment is determined on the basis of the substantive salary including allowances, applicable at the time of payment being made. Provided that by agreement between the employer and the Medical Practitioner the bonus may be taken in the form of equivalent leave.

30. Housing, Communication and Motor Vehicle

- 30.1. In recognition of the nature of the services and conditions of employment Medical Practitioners based outside of the Perth Metropolitan Region shall be provided without additional cost with a fully maintained house of an appropriate standard (three bedrooms and study where practicable unless otherwise agreed) including utility charges (electricity, gas and water), and home telephone. Other than attention to reticulation by the employee, garden maintenance will also be provided by the employer.
- 30.2. A Medical Practitioner may consent to a lower standard of housing for a temporary period, notwithstanding that at any time they may request that the employer relocate them from the substandard accommodation to an appropriate residence.
- 30.3. Medical Practitioners should expect to be able to remain in the same accommodation for the duration of their employment. Where a Medical Practitioner is required to change accommodation, due to circumstances outside of the employer's control, the employer will meet all costs of such relocation, including packing and unpacking and a valet service if required, and provide time off duty for the relocation to occur.
- 30.4. Appropriate security systems shall be provided by the Employer commensurate with the location and nature of the accommodation. These include both adequate physical security (deadlocks, patio bolts and window locks) and an electronic security alarm system.
- 30.5. The employer will insure the building, fixtures and basic contents. The Medical Practitioner is responsible for personal contents insurance.
- 30.6. A mobile phone, laptop computer, and other personal productivity and communication equipment, as deemed necessary by the employer from time

to time, will be supplied.

- 30.7. A family-sized motor vehicle, including the cost of fuel, registration insurance and maintenance, appropriate to a Medical Practitioner, will be provided for their business and private use. Policy relating to the use of the vehicles will be set by RFDS WO.
- 30.8. Provided that when a Medical Practitioner proceeds on a period of leave or temporary transfer of more than 8 weeks (except as provided in clause 52.3 during parental leave or in exceptional circumstances) the employer shall not be bound by this provision and alternative arrangements shall be negotiated for the Medical Practitioner concerned.
- 30.9. Where a Medical Practitioner proceeds on parental leave in excess of eight weeks, the Medical Practitioner may remain in the house subject to the first six months of parental leave rental charges for accommodation for the next six months shall not exceed the comparable rates charged by the Government Employees Housing Authority, and thereafter full rental rates may apply.
- 30.10. Part time Medical Practitioners based outside of the Perth Metropolitan Region will be entitled to housing and motor vehicle benefits as contained in the applicable RFDS WO policy in lieu of the provisions of this clause 30. Noting, where any allowances are payable under the applicable policy the Medical Practitioner will continue to receive the allowances on any period of paid leave.
- 30.11. Subject to the written Agreement between RFDS WO and the Medical Practitioner, eligible full time Medical Practitioners can agree to receive housing and / or motor vehicle benefits outlined in the applicable RFDS WO policy in lieu of the provisions of this clause 30. Noting RFDS WO has complete discretion in offering this option and agreeing to these alternative arrangements. Any requests by Medical Practitioners will be considered on a case-by-case basis. RFDS WO will not make agreements where it is locked into existing fixed costs for example during a current or existing housing or motor vehicle lease period.
- 30.12. Where a Medical Practitioners employment terminates, they will no longer be entitled to entitlements contained within this clause.
- 30.13. Nothing in this clause 30 prevents Medical Practitioners agreeing to having

shared housing and vehicle benefits to satisfy the entitlements under this clause as agreed in writing with RFDS WO.

30.14. This clause does not apply to Casual Medical Practitioners.

31. Registrar Classifications and Rates of Pay

The clause outlines the special conditions which will apply to Registrar and Senior Registrar ('Registrars' for the purposes of this clause). The provisions of this clause will supersede other provisions of this Agreement as outlined in this clause.

31.1. Registrar Pathways

Following is an outline of the potential pathways for Registrars:

- a. General Practice/Primary Health Registrar Pathway (1) focusing on Primary Health Clinic in communities and across regional WA. Role may be based in regional areas across WA. This pathway is focused and applicable for General Practice Registrars.
- b. Aeromedical Retrieval Registrar Pathway (2) focusing on the provision of patient transfer and response requirements. Role may be based in regional areas across Western Australia. This pathway is focused and applicable for Registrars levels 2 through to Senior Registrar.
- c. Registrars, with RFDS WO approval can transition from Pathway 1 to Pathway 2 when appropriate qualifications are achieved.
- d. RFDS WO will not use General Practice / Primary Health Registrar's for Aeromedical retrieval work.

31.2. The professional development allowance in clause 26 of this Agreement will be applied in the following way:

<i>Registrar Level</i>	<i>Access up to a Percentage of Professional Development Allowance</i>
Registrar Level 1	75%
Registrar Level 2	80%
Registrar Level 3	85%
Senior Registrar	90%

Where Registrars incur direct costs relating to their professional development for their position, then RFDS WO will cover these direct costs up to a maximum value as listed in the above table (over a 12-month period, pro-rata for each month) and will ensure access is not unreasonably withheld. Before incurring any direct costs, the Registrar will be required to apply to the Head of Medical to access these arrangements. The Head of Medical will work with Registrars to discuss, determine and to ensure that the development is correlated with the Registrar's development trajectory and supervisory requirements.

31.3. Registrars at RFDS WO election can be paid the Flexible Hours Allowance in clause 25. When this does apply this allowance will only be applied to the Registrars Annual base salary as applicable in Schedule 1. Registrars that do not receive this allowance will be entitled to the provisions in clause 31.4 below.

31.4. Registrars not in receipt of the Flexible Hours Allowance, will be required to work up to 80 hours per fortnight subject to the requirements of the FW Act (for full time employees, noting part time employees will work less than 80 hours per fortnight). The full time Medical Practitioner Annual Base Salary in Schedule 1 accounts for these hours. In addition, they will be entitled to:

31.5. Call back:

In the event the Registrar is on call and returns back to work or works an overtime shift which is not agreed in advance with the RFDS WO to be worked, they will receive the entitlements set out in clause 37 of this Agreement relating to call back. The penalty rates in clause 37 when applicable, will only be applied to the Registrars applicable base hourly rate (exclusive of any other allowances).

31.6. Overtime:

Where a Registrar agrees to work overtime and not as part of a recall to work (work beyond 80 hours per fortnight) they will be entitled to be paid the following:

a. Hours worked in any two week pay cycle in excess of 80 hours will be paid at the rate of 150%

b. Hours worked in any two week pay cycle in excess of 120 hours will be paid at the rate of 200%.

These overtime penalties will be applied to the Registrars applicable base hourly rates (exclusive of any other allowances).

The provisions of clause 31.4 do not apply to Registrars who are provided the Flexible Hours Allowance set out in clause 25 of this Agreement.

Superannuation, Insurances & Related Matters

32. Superannuation

- 32.1. Superannuation contributions will be made up to and no higher than the maximum contribution amount, at the level prescribed into the nominated superannuation fund. This is to avoid the imposition of a superannuation guarantee charge under superannuation legislation.
- 32.2. The RFDS WO may suspend (for the applicable period) contributions made on your behalf if you are absent for reasons other than annual leave, long service leave, personal leave, special leave, workers compensation or other authorised leave.

33. Insurance and Make Up Pay

- 33.1. The employer shall provide term life insurance (death cover) for an amount equivalent to at least twice the Medical Practitioners annual gross earnings. A disability benefit is available to Medical Practitioners through membership of the RFDS National Superannuation Fund.
- 33.2. Make up Pay
 - 33.2.1. Entitlement to Leave

A Medical Practitioner who suffers injury causing incapacity for work and who receives compensation in respect of such incapacity pursuant to the Workers Compensation and Injury Management Act 1981 shall be granted leave by the Employer at a rate of pay equal to the difference between the rate of pay payable if the Medical Practitioner had continued to perform the duties being performed immediately preceding the occurrence of the injury (excluding any payment for overtime) and the amount of weekly compensation received by the Medical Practitioner.

33.2.2. Period of Leave and Make-Up Pay

Leave granted pursuant to clause 33.1 shall not exceed a continuous period of 52 weeks or an aggregate period of 52 weeks in respect of any one injury.

33.2.3. Employment Upon Return to Duty

A Medical Practitioner shall, upon returning to duty, be entitled upon returning to full duty to the position they occupied immediately prior to the granting of leave pursuant to clause 33.1.

Rosters, Breaks and Hours of Work

34. Hours of Work

- 34.1. Hours of work for full time Medical Practitioners are to be consistent with professional practice and determined by consultation between the Medical Practitioner and the Employer.
- 34.2. For solely administrative purposes, when calculating entitlement to leave and other benefits which are expressed in days and weeks in this Agreement (and under the NES), a full time Medical Practitioner's ordinary hours of work (exclusive of on call) will be an average of 38 hours per week.
- 34.3. As detailed below, full time Medical Practitioners will be rostered to work a maximum of 20 shifts or 210 hours per 28 day roster cycle as outlined in clause 35.

35. Rosters

- 35.1. The below roster arrangements will be effective from the first issued roster after this Agreement has commenced in operation but will not apply to any rostered shifts before the Agreement's commencement date.
- 35.2. RFDS WO will develop and implement rosters to meet operational requirements in consultation with employees, and in accordance with clause 6 of this Agreement.
- 35.3. Rostered shifts shall be digitally published accessible to employees.
- 35.4. Full time Medical Practitioners rostered hours of work shall be:
 - 35.4.1. Rostered over a 28 day roster cycle, most suitable to the particular work locations, after consultation with and giving reasonable consideration to the Medical Practitioner and;

- 35.4.2. Rostered no more than 12 hour shifts over a maximum of 5 days per week with a limit of 20 shifts or 210 rostered period of duty per 28 day roster cycle.
- 35.4.3. Where a Medical Practitioner is required to work beyond 210 hours over the 28 day roster cycle clause 36 will apply.
- 35.4.4. RFDS WO endeavors to take reasonable steps to roster less than 210 hours over the 28 day roster cycle where operationally possible.
- 35.4.5. RFDS WO will undertake a review of Medical Practitioners regular hours rostered and performed in July 2025 to inform future adjustments.
- 35.5. The roster will be displayed in accordance with the *RFDS WO Roster Management Procedure*.
- 35.6. Notwithstanding the provisions of clause 7, a roster may be reasonably altered at any time to enable the RFDS WO to operate.
- 35.7. On completion of a duty period, A Medical Practitioner shall be entitled to the following;
 - 35.7.1. duty-free period for every hour or part of an hour prior to starting their next rostered duty period:
 - 35.7.2. A minimum ten (10) hours.
 - 35.7.3. If worked eleven (11) hours, then have eleven (11) hours break;
 - 35.7.4. If worked twelve (12) hours, then have twelve (12) hours break;
 - 35.7.5. If worked thirteen (13) hours, then have fourteen (14) hours break;
 - 35.7.6. Where a Medical Practitioner works 14+ hours, the Medical Practitioner will not be required to work the next rostered shift (which includes the first shift back following an RDO or leave).
- 35.8. Medical Practitioners employed at regional bases shall be rostered as flexibly as possible and will not be required to attend the workplace at the commencement of a duty period within a roster cycle when not required for emergency services but will be required to take calls and attend the base or hospital on demand.

36. Time Off in Lieu (TOIL)

- 36.1. Where a full time Medical Practitioner is required to work beyond 210 hours of combined ordinary hours and on call hours per 28 day roster cycle the practitioner concerned shall accrue time off in lieu (TOIL) proportionate to the additional time worked.
- 36.2. Where such work, including travel time to return to their normal location, continues into a day they are rostered off duty they shall be provided with a day in lieu to be taken at a time mutually agreeable to both the employee and Employer. Such time off in lieu may be added to annual leave.
- 36.3. Where a Medical Practitioner is not rostered on call and voluntarily returns to work an additional shift on a day they were not rostered as part of their normal hours of work, the Medical Practitioner shall be paid for that shift as an additional shift or shall accrue time off in lieu (TOIL) proportionate to the additional time worked, and to be taken at a time mutually agreeable to both the Medical Practitioner and Employer.
- 36.4. A Medical Practitioner may also be entitled to other time off in lieu arrangements as set out in the *RFDS WO Time in Lieu for Medical Practitioners Procedure*.
- 36.5. By mutual agreement between the Employer and the Medical Practitioner TOIL shall be taken within three months of them accruing.
- 36.6. TOIL not taken within three months shall be added to the Medical Practitioner's leave entitlements and if not taken, shall, if the Medical Practitioner so elects, be paid out.
- 36.7. Where the employer requires the Medical Practitioner to work rather than take or accrue TOIL, the Medical Practitioner shall be paid time and a half in lieu for all such hours worked.
- 36.8. Where TOIL is accrued in excess of 6 completed shifts per annum, the employer in consultation with the affected Medical Practitioners shall review staffing levels and implement agreed initiatives to keep TOIL to a manageable level.
- 36.9. Where, as at the date of termination of service, a Medical Practitioner has accumulated TOIL in accordance with this clause, and been unable to access same, such Medical Practitioner will be paid for the time so accrued.

37. Call Back

- 37.1. A Medical Practitioner recalled to work, who was not in receipt of the Flexible Hours Allowances prescribed in clause 25 or who is not rostered on call at the time but voluntarily returns shall be paid a minimum of three hours for a call back as follows:
 - 37.1.1. for work on any day between 6.00am and midnight at the rate of 150%,
 - 37.1.2. work on Sunday between 6.00am and midnight at the rate of 175%
 - 37.1.3. for work on any day between midnight and 6.00am at the rate of 200%
- 37.2. The Medical Practitioner 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 Medical Practitioner is on call out and recommences work within three hours of starting work on a previous recall, the Medical Practitioner shall not be entitled to a further minimum three hour payment.
- 37.3. If the call back period exceeds three hours, the Medical Practitioner shall be paid at the rate of 200% for each additional hour.
- 37.4. If a Medical Practitioner is recalled to work, payment for the call back shall commence from:
 - 37.4.1. In the case of a Medical Practitioner who is on call, from the time the Medical Practitioner starts work;
 - 37.4.2. 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 if a Medical Practitioner is recalled within two hours prior to commencing normal duty, any time spent travelling to work shall not be included with actual duty performed for the purpose of determining payment under this sub-clause.
- 37.5. Subject to the minimum three hours payment, payment for the call back shall cease when the work is completed or when the Medical Practitioner commences normal duty, whichever occurs first.
- 37.6. Where due to temporary staff shortages occasioned by resignation, illness or excessive demands on the services provided by the employer a Medical Practitioner is rostered for duty or on call in excess of that provided for under

this clause for a period of five (5) working days or more that Medical Practitioner shall in addition to his/her normal entitlements be paid additional remuneration equivalent to that which would be paid had a relieving Medical Practitioner at the same level been available to meet the temporary staff shortage.

- 37.7. Notwithstanding the above provisions of this clause, where an employer and the Association agree, other arrangements may be made for compensation of on call and call back.

Relieving and Special Purpose Medical Practitioners

38. Relieving and Special Purpose Medical Practitioners

- 38.1. Relieving Medical Practitioners employed on a permanent or maximum term basis shall be paid commensurate with their employment as either a full time or part time relieving Medical Practitioner in accordance with Schedule 1.
- 38.2. Relieving Medical Practitioners may also be employed on a casual basis, with a minimum engagement of four consecutive hours each occasion they are required to attend work.
- 38.3. Special Purpose Medical Practitioners include Medical Practitioners employed to undertake duties associated with the Rural Women's GP Program (RWGP) or similar programs.
- 38.4. Such Medical Practitioners shall be employed on either maximum term basis for a specified number of hours or, on a casual basis. The Medical Practitioner will be, rostered and paid for a minimum period of 3.8 hours or more.
- 38.5. A Special Purpose Medical Practitioner who is required to work beyond 38 ordinary hours per week will be paid at the rate of time and a half thereafter for those additional hours in that same week.
- 38.6. Such Medical Practitioners shall be entitled to Study Leave, provided for under clause 46 – Study Leave on a pro-rata basis according to the number of hours which they are employed. Casuals will not be entitled to this.
- 38.7. Where a full time or part time Medical Practitioner travels to or from a remote base or a town on a non-working day, they shall be entitled to a day off in lieu to be taken at a mutually convenient time or it may be added to a Medical Practitioner's annual leave entitlement or in the case of a casual Medical

Practitioner shall be paid as a working day.

- 38.8. Where a Casual Medical Practitioner is required by RFDS WO to relieve at any base which is not within the locality of their home location, RFDS WO will organise any necessary travel and accommodation associated with any individual engagement to relieve at the other base.
- 38.9. A Casual Medical Practitioner will be paid for any travel time to travel to any base which is not within the locality of their home location (including the return home) for relieving work.

Moving On

39. Termination of Employment

- 39.1. Following successful completion of the probation period, the employee or RFDS WO, may terminate employment by giving three (3) months' notice.
- 39.2. Notice of termination must be given in writing.
- 39.3. RFDS WO may, at its discretion, provide the employee with payment in lieu of the notice required, or a combination of notice and payment in lieu of notice.
- 39.4. Where the employee fails to give the prescribed notice, any pay due may be forfeited to the extent that the notice given falls short of the prescribed notice.
- 39.5. By agreement, a lesser period of notice may be given without payment or forfeiture of pay.
- 39.6. RFDS WO may terminate employment without giving notice where the employee has engaged in serious misconduct as defined by the Act, or in accordance with any breach of RFDS WO policies or procedures.
- 39.7. If, on termination of employment, if the employee owes any money (including because of any overpayments that have been made to the employee), RFDS WO may offset that money against any payments it is legally obliged to make.
- 39.8. On termination of employment, all physical and Intellectual Property in the employee's possession, custody or control must be returned to RFDS WO prior departure.
- 39.9. Refer *Departing the RFDS WO Policy and Procedure*, as amended from time to time for more information.

40. Redundancy

- 40.1. Where employment is terminated for genuine operational reasons, employees will be entitled to the redundancy provisions contained in this clause.
- 40.2. An employee whose employment is terminated by way of redundancy may terminate their employment during the period of notice without prejudice to any entitlement otherwise accruing under this clause. For the avoidance of doubt, the employee will not be paid for the balance of the notice period. In addition to the period of notice prescribed in clause 39 of this Agreement, for termination, a Medical Practitioner whose employment is terminated by the RFDS WO will notify the AMA WA where it has made definite decisions to make Medical Practitioners positions redundant.
- 40.3. In addition to the period of notice prescribed in clause 39 of this Agreement, for termination, a Medical Practitioner whose employment is terminated by the Employer on the grounds of redundancy shall be entitled to the following amount of severance pay in respect of a continuous period of service.
- 40.4. Period of Continuous Service Redundancy Payment

Less than 1 year - Nil
1 year but less than 2 years - 4 weeks
2 years but less than 3 years - 6 weeks
3 years but less than 4 years - 7 weeks
4 years but less than 5 years - 8 weeks
5 years but less than 6 years - 10 weeks
6 years but less than 7 years - 12 weeks
7 years but less than 8 years - 14 weeks
8 years but less than 9 years - 16 weeks
9 years but less than 10 years - 18 weeks
10 years but less than 11 years - 20 weeks
11 years but less than 12 years - 22 weeks
12 years but less than 13 years - 24 weeks
13 years but less than 14 years - 26 weeks
14 years but less than 15 years - 28 weeks
15 years and over - 30 weeks

“Weeks Pay” means the weekly wage rate calculated on an ordinary hour basis for the Medical Practitioner concerned.

- 40.5. An employee whose employment is terminated by way of redundancy may terminate their employment during the period of notice without prejudice to any entitlement otherwise accruing under this clause. For the avoidance of doubt, the employee will not be paid for the balance of the notice period.
- 40.6. Severance benefit and prescribed notice period requirements do not apply to an employee who is made redundant, where RFDS WO obtains the employee an offer of acceptable alternative employment within another area of RFDS WO Operations, or with a business entity owned by RFDS WO. It is acknowledged that acceptable alternative employment will, in relation to a particular employee, mean the position:
- a. is of the same classification
 - b. is at a location not unreasonably distant from the location of the employee's employment with RFDS WO
 - c. is subject to terms and conditions of employment that, on the whole, are at least as beneficial as the terms that applied with RFDS WO
 - d. is offered with full recognition of, and acceptance of liability for, the employee's prior service and accrued entitlements with RFDS WO
- 40.7. During the period of termination notice, an employee shall be allowed the equivalent of one day's time off, without loss of pay, during each week of notice, for the purpose of seeking alternative employment.
- 40.8. Redundancy provisions shall not apply to employees with less than one year's continuous service.
- 40.9. This clause does not apply where employment is terminated because of serious misconduct.

Leave Provisions

Refer the *RFDS WO Taking Leave Policy and Procedure*, as amended from time to time for more information.

41. Notification of Absence

- 41.1. Employees should verbally contact their manager, as soon as practicable but preferably before the commencement of the shift, on the first day of absence.
- 41.2. Employees should advise RFDS WO of the period, or expected period, of

leave to facilitate shift coverage.

- 41.3. Employees should provide a medical certificate or other satisfactory evidence (i.e. statutory declaration) to substantiate occasions of personal leave for absences of two (2) consecutive days or at the Employer's discretion. If an employee is unable to provide a medical certificate or satisfactory evidence to substantiate personal leave, the leave may be considered as an unauthorised absence and treated as unpaid.
- 41.4. If the employee provides a medical certificate which indicates the employee is unfit for a specified period and the employees indicates to return to work before the expiration of the period covered by the certificate, a clearance medical certificate indicating revised fitness to resume duty is required.

42. Personal Leave

- 42.1. Employees are entitled to Personal Leave in accordance with the [National Employment Standards](#).
- 42.2. The term 'personal leave' covers both sick leave and career's leave. Employees are entitled to:
 - 42.2.1. Full time employees: Ten (10) shifts (paid at a rate of 7.6 ordinary hours per shift) each year for full time employees.
 - 42.2.2. Part time employees: Pro-rata ten (10) shifts (paid at a rate of 7.6 ordinary hours per shift) each year for part time employees.
- 42.3. A Medical Practitioner in their first 12 months of service may take up to maximum entitlement of personal leave taken in advance and may offset against any future accrual or against monies otherwise payable to the Medical Practitioner at the end of their employment.
- 42.4. Personal leave is not payable on termination of employment.
- 42.5. A Medical Practitioner who suffers personal ill health or injury whilst on annual leave shall be paid personal leave in lieu of annual leave subject to the employee providing the employer notice and evidence that would satisfy a reasonable person that the leave is taken due to illness or personal injury.
- 42.6. A Medical Practitioner who suffers ill health or injury whilst on 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 hospital

for a period of at least fourteen consecutive calendar days, the Employer may grant personal leave for the period during which the Medical Practitioner was so confined and reinstate the Medical Practitioner long service leave equivalent to the period of confinement.

- 42.7. Where a Medical Practitioner receives payment under this clause and subsequently receives payments in respect of the same period under the Workers Compensation and Injury Management Act 1981, the Medical Practitioner shall reimburse to the Employer the payments made under this clause and the Employer shall reinstate the Medical Practitioner's personal leave or other entitlements accordingly. A Medical Practitioner who is absent from work and receiving workers compensation payments is not entitled to access personal leave.
- 42.8. Medical Practitioners (including casual Medical Practitioners) are also entitled to up to two (2) days unpaid Carer's Leave for each occasion a member of the Medical Practitioner's immediate family or household requires care or support because of the illness, injury or unexpected emergency of the member.
- 42.9. Medical Practitioners entitled to a period of unpaid Carer's Leave are entitled, for any particular occasion, to take the leave as:
- i. a single, unbroken period of up to two (2) days; or
 - ii. any separate periods to which the Medical Practitioner and the Employer agree.

43. Upper Respiratory Tract Infection Leave (URTI)

- 43.1. In addition to personal/carers leave entitlements, Medical Practitioners are entitled to a maximum of six (6) days' paid leave per annum for disability associated with an upper respiratory tract infection (URTI).
- 43.2. Access to URTI leave is subject to requirements outlined in clause 41.3
- 43.3. A part time Medical Practitioner will receive the pro rata entitlement based on the 'notional full time job role' (consisting of a roster of up to 20 shifts or 210 hours per 28 days).
- 43.4. URTI leave is not payable on termination of employment.
- 43.5. This entitlement is not accruable.

44. Annual Leave

- 44.1. Annual leave accumulates from the first day of employment through the year, including the probation period, based on the ordinary hours of work.
- 44.2. Employees are entitled to 6 weeks each year for full time employees.
- 44.3. Pro rata 6 weeks each year for part time employees.
- 44.4. Of the six (6) weeks annual leave employees accrue, two (2) weeks are in lieu of any public holidays worked.
- 44.5. In addition to the entitlement referred to in clause 44.1, full time Medical Practitioners based outside of the Perth Metropolitan region will be entitled to one (1) day annual leave for every two (2) months service. The entitlement is up to a maximum of five (5) days for every 12 months continuous service.
- 44.6. Medical Practitioners regularly required to work on call will receive up to an extra five (5) days annual leave during a qualifying period of employment for annual leave in accordance with the table below, if the following occurs:
- 44.6.1. they are rostered on call during weekend days or public holidays,
- 44.6.2. or on days that they are not rostered for other duty,
- 44.6.3. and they are rostered for a minimum of two (2) days per four (4) week cycle.

Number of four (4) week cycles on call	Number of additional days of leave
4	1
6	2
8	3
10	4
12	5

- 44.7. Medical Practitioners who are regularly rostered on Sundays and public holidays (shift worker for the purposes of the National Employment Standards) during a qualifying period of employment for annual leave shall be entitled to receive additional annual leave as follows:
- 44.7.1. If 35 rostered on such days – five (5) days
- 44.7.2. If rostered for less than 35 such days the Medical Practitioner shall

be entitled to have one additional day's leave for each seven days so rostered, however the maximum additional leave shall not exceed five working days.

- 44.8. Provided that a Medical Practitioner is entitled to additional leave in accordance with clause 44.5 and 44.6 above, the maximum combined entitlement shall be (5 additional days leave) during a qualifying period of employment. Leave accrued pursuant to clause 44.5 and/ or 44.6 shall accumulate and may be used as annual leave provided that by agreement with the employer it may be cashed out.
- 44.9. Annual leave is payable on termination of employment.
- 44.10. All provisions for applying for leave, changes to leave, accrual of leave and cashing out of leave, are covered under the *Taking Leave Policy and Procedure* and *RFDS WO Roster Management Procedure*.
- 44.11. All Medical Practitioners are entitled to reimbursements for travel related to Annual Leave as outlined in the *RFDS WO Annual Leave Travel Assistance (ALTA) Policy*.

45. Long Service Leave

- 45.1. Long service leave will be paid or taken in accordance with the provisions of the Long Service Leave Act 1958 (WA).
- 45.2. An employee who has completed at least seven (7) years continuous service is entitled to thirteen (13) weeks long service leave at their ordinary rate of pay inclusive of regular allowances.
 - 45.2.1. Given the nature of medical training, Medical Practitioners may break their employment to undertake a period of study or employment interstate or overseas to further their professional skills.
 - 45.2.2. If a Medical Practitioner obtains a new appointment following such an approved period of study or employment of up to 24 months duration, and if payment pursuant to clause 46 has not been made, the break in employment will not count as service but will not constitute a break in continuous service for the purposes of this clause.
 - 45.2.3. Medical Practitioners may break their employment for what would

otherwise be parental leave. If a Medical Practitioner obtains a new appointment immediately following an absence of up to 24 months for what would otherwise be parental leave purposes, and if payment pursuant to clause 46 has not been made, the break in employment will not count as service but will not constitute a break in continuous service for the purposes of this clause.

46. Study Leave

- 46.1. After 12 months of continuous service, full time employees are entitled to up to two (2) weeks paid (10 working days) study leave, or pro-rata where applicable. Refer to *RFDS WO Medical Training, Study and Sabbatical Leave Policy*.
- 46.2. Where in any year of continuous service, the whole or any part of such time is not taken by the Medical Practitioner nor granted by the employer, any time not utilised may be granted during the following year, up to a maximum of four (4) weeks in any year of continuous service.

47. Sabbatical Leave

- 47.1. Full time employees are eligible for five (5) weeks paid sabbatical leave after five (5) years of continuous service, or pro-rata where applicable. Refer to *RFDS WO Medical Training, Study and Sabbatical Leave Policy*.
- 47.2. Medical Practitioners must give reasonable notice when requesting Sabbatical Leave, which is to be taken at a mutually convenient time and such leave must be used for professional development and reflect the employer's needs. The employer may stipulate certain reasonable outcomes such as reports, information sharing etc which may be required from the Medical Practitioner upon return.
- 47.3. Reasonable conference, travel and accommodation expenses shall be paid on production of the appropriate receipts where it is agreed that a conference or course of study is appropriate for the practitioner to maintain the Medical Practitioners registration status, improve the practitioners medical qualifications or is relevant or beneficial to the service.

48. Compassionate and Bereavement Leave

Employees are entitled to compassionate, and bereavement leave in accordance with the [National Employment Standards](#)

49. Community Service Leave

Employees are entitled to community service leave in accordance with the [National Employment Standards](#)

50. Jury Duty Leave

Employees are entitled to jury duty leave in accordance with the *RFDS WO Taking Leave Policy and Procedure*.

51. Unpaid Family and Domestic Violence Leave

Employees are entitled to unpaid family and domestic violence leave in accordance with the [National Employment Standards](#)

52. Parental Leave and Related Entitlements

Eligible Employees are entitled to 14 weeks paid parental leave for the primary carer which may be taken at half pay over 28 weeks. Eligible part time Employees are entitled to 14 weeks paid parental leave based on their contracted weekly hours. Medical Practitioners may be eligible for related entitlements in accordance with the [National Employment Standards](#) and *RFDS WO Parental Leave Program*, as amended from time to time.

53. Special Leave

- 53.1. Special leave with pay may be granted in extraordinary or emergency circumstances where an employee is forced to be absent from duty such as unforeseen emergencies like floods or bushfires.
- 53.2. Special leave shall be limited to the time necessary to cover the immediate emergency and shall be limited to a maximum of three (3) working days per year.

54. Leave without Pay

An employee may, upon written request and approval, be granted leave of absence without pay in accordance with the *RFDS WO Taking Leave Policy and Procedure*.

Other Conditions

55. Protective Clothing and Uniforms

- 55.1. RFDS WO shall provide a uniform at no cost to the employee (not including shoes). Similarly, where RFDS WO requires protective clothing to be worn it shall provide such protective clothing, provided that such uniforms and protective clothing shall remain the property of RFDS WO.
- 55.2. Employees should always wear the uniform while on duty and shall keep the uniform in good order and condition.
- 55.3. The cleaning and maintenance of the uniform shall be the responsibility of the employee.
- 55.4. Uniforms shall be supplied at the time of appointment and replaced at a time mutually agreed by the employee and the RFDS WO.
- 55.5. On termination of employment all uniforms shall be returned to the RFDS WO.
- 55.6. Refer *RFDS WO Dress Code and Uniform Guideline* as amended from time to time for more information.

56. Private Practice

- 56.1. A Medical Practitioner employed by a service on a full time or part time basis shall give to the employer written authority to render accounts in the Medical Practitioner's name for services to private patients attended in the course of duty after the Medical Practitioner has assessed the fee for this service. All such income shall be retained by the service. The aggregate base salary rates prescribed in this Agreement takes into account this obligation.
- 56.2. Medical services provided by a Medical Practitioner in a private capacity to patients not attended in the course of duty prior to and during or following transit or at clinics conducted by the service to patients in remote locations shall be considered to be the private affair of the Medical Practitioner. Such private practice shall include services the Medical Practitioner renders outside of duty to private patients as part of the Medical Practitioner maintaining professional standards to meet the requirements for maintaining vocational registration etc and patients seen for and on behalf of the State Government in State Government Non-Teaching Hospitals. Such private practice income is the private income of the Medical Practitioner. Provided

that the exercise of private practice by a Medical Practitioner shall not in any way conflict with the Medical Practitioner's duties with the service and is approved by the employer.

57. Relocation Expenses

- 57.1. Where a Medical Practitioner is recruited from within Western Australia they shall be entitled to air travel for themselves and immediate family members and the reasonable cost of freight (including insurance) of personal effects from the point of recruitment to the location of appointment, at the expense of the Employer. Any costs associated with this clause will be agreed up front with RFDS WO and the Medical Practitioner, and in accordance with the RFDS WO Relocation policy.
- 57.2. Where a Medical Practitioner is recruited from interstate or overseas, the costs of air travel and freight on personal effects will be met by the Employer.
- 57.3. Provided that the Employer may require these costs be reimbursed where:
 - 57.3.1. a Medical Practitioner recruited from interstate does not remain employed with the Employer for at least two years; or
 - 57.3.2. a Medical Practitioner recruited from overseas does not remain employed with the Employer for at least three years.
- 57.4. 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.

58. Professional Indemnity

- 58.1. The employer shall indemnify and keep indemnified the Medical Practitioner from and in respect of all claims, demands, actions, proceedings, judgements, damages, losses, costs and expenses which may be brought against the Medical Practitioner or which the Medical Practitioner may suffer or incur or to which the Medical Practitioner may be put as the consequence of any act done or omitted to be done by the Medical Practitioner in the course of the engagement of the Medical Practitioner by the employer pursuant to and in accordance with the provisions of this Agreement provided that neither the employer nor the Medical Practitioner shall make any statement in respect of any act done or omitted to be done by the

Medical Practitioner which is or could be construed to be an admission of liability or negligence in the care or treatment of any patient without the consent in writing of both the other of them and that other's insurer.

- 58.2. The Medical Practitioner shall also maintain appropriate professional indemnity with a Medical Defence Organisation at the relevant employer indemnified category.

59. Ethics

The AMA Code of Ethics shall govern the professional conduct of the Medical Practitioners covered by this Agreement.

Schedule 1: Salaries, Movement Between Levels, Payment of Salaries

60. Annual Salaries

Position	Classification Level	EA Commencement Date (1 October 2023)	12 months from Commencement Date (6% increase)	24 months from Commencement Date (3% increase)
Registrar Level 1 – General Practice/Primary Health	1	\$183,979	\$195,018	\$200,868
Registrar Level 2 – Aeromedical Retrieval	2	\$220,246	\$233,460	\$240,464
Registrar Level 3 – Aeromedical Retrieval	3	\$234,011	\$248,052	\$255,493
Senior Registrar – Aeromedical Retrieval	4	\$247,775	\$262,642	\$270,521
Medical Practitioner/Specialist Medical Practitioner	1	\$287,882	\$305,155	\$314,310
Medical Practitioner/Specialist Medical Practitioner	2	\$307,567	\$326,022	\$335,802
Medical Practitioner/Specialist Medical Practitioner	3	\$320,010	\$339,210	\$349,387
Specialist Medical Practitioner	4	\$337,289	\$357,526	\$368,252
Specialist Medical Practitioner	5	\$355,430	\$376,755	\$388,058
Specialist Medical Practitioner	6	\$374,477	\$396,945	\$408,854
Aeromedical Consultant	1	\$364,518	\$386,389	\$397,981
Aeromedical Consultant	2	\$377,477	\$400,125	\$412,129
Aeromedical Consultant	3	\$391,082	\$414,547	\$426,983
Aeromedical Consultant	4	\$405,371	\$429,693	\$442,584
Aeromedical Consultant	5	\$420,372	\$445,594	\$458,962
Aeromedical Consultant	6	\$436,124	\$462,292	\$476,160

The below allowances will increase in line with salary percentage increases as outlined in clause 60:

- Hourly on call Allowances – clause 25.2
- Flexible Hours Allowance – clause 25.1
- Professional Development Allowance – clause 26
- Senior Medical Practitioner Allowance – clause 27

61. Casual Salaries

A casual employee shall be paid a loading equal to 25% of the salary rate for each shift worked.

62. Movement Between Levels

All movement between levels shall be subject to a satisfactory annual performance appraisal.

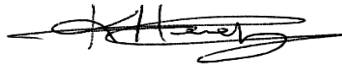
63. Deferred Salary Scheme (DSS)

Medical Practitioners will have access to the 4/5 pay options whereby they work for four years at 80% pay and then take one year off at 80% pay in accordance with the following:

- 63.1. By written agreement between the Employer and Medical Practitioner, a Medical Practitioner may be paid 80% of their normal pay under this Agreement and or any replacement agreement over a 5 year period.
- 63.2. The fifth year will then be taken as leave with pay and be paid at 80% of their normal entitlements at the time. The fifth year will be treated as continuous service. The leave may not be accrued unless the Employer agrees.
- 63.3. In deciding whether to support a particular request for this arrangement, the Employer will take into account factors such as operational requirements. To satisfy operational requirements, the number of Medical Practitioners allowed to work under this arrangement may be restricted at any one time and/or the timing of the arrangements may need to be staggered.
- 63.4. A Practitioner may withdraw from this arrangement in writing. They would then receive a lump sum equal to the accrued credit, paid at a time agreed between the Employer and Practitioner but not more than 3 months from the time of the Practitioner's withdrawal from the arrangement.
- 63.5. Any paid leave taken during the first four years of the arrangements will be paid at 80% of the Medical Practitioner's Notional Salary.
- 63.6. It is the responsibility of the Medical Practitioner to investigate and/or address the impact of any of the arrangements under this subclause on their superannuation or taxation.
- 63.7. Notwithstanding the above clauses, a variation of the term of the deferred salary scheme may be negotiated between the Employer and the Medical Practitioner.

Signatories

Signature of authorised person



Name of authorised person

Dr Kieran Hennelly, General Manager – Aeromedical,
Royal Flying Doctor Service (Western Operations)

Address

3 Eagle Drive, Jandakot WA 6164

Dated:

2 October 2024

In the presence of

Signature of Person



Name of Person

Tania Kitchen, Head of People, Royal Flying Doctor
Service (Western Operations)

Address

3 Eagle Drive, Jandakot WA 6164

Dated

2 October 2024

Signature of authorised person



Name of authorised person

Dr Bennie Ng, CEO - Australian Medical Association
(WA) Inc.

Address

14 Stirling Highway, Nedlands, WA 6009

Dated:

4 October 2024

In the presence of

Signature of Person



Name of Person

Merna Girgis, Lead Industrial Relations Advisor

Address

14 Stirling Highway, Nedlands, WA 6009

Dated

4 October 2024

IN THE FAIR WORK COMMISSION

Matter no: AG2024/3944 – Application by Royal Flying Doctor Service of Australia (Western Operations)

Applicant: Royal Flying Doctor Service of Australia (Western Operations)

Undertaking - section 190

I, Tania Kitchen, Head of People, of the Royal Flying Doctor Service of Australia (Western Operations) (**Company**), give the following undertakings with authority on behalf of the Company with respect to the *Royal Flying Doctor Service of Australia (Western Operations) Medical Practitioner Enterprise Agreement 2023* (**Agreement**):

1. This Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**). Where there is an inconsistency between the Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.


Signature:

Date: 13 November 2024

Address: 3 Eagle Drive, Jandakot, WA 6153

Make the most of your **AMA (WA)** membership



Collective bargaining & negotiations

AMA (WA) negotiates industrial agreements/terms and conditions for public hospital doctors.



Employment advice

Access expert industrial relations advice in relation to workplace rights and entitlements such as leave, overtime, payslips, payment for training & orientations.

- ✔ Holding WA Health to account for providing better and safer working conditions via our Hospital Health Check Survey
- ✔ Prosecuting incidents of wage theft
- ✔ Advocating for Interns with AHPRA registration challenges
- ✔ Advocating for workforce reform to address staff shortages and unsafe rosters
- ✔ Ongoing advocacy to ensure rosters are provided on time



Policy & advocacy

Contribute to the development of health policy and advocacy via our practice groups.



Publications & resources

Receive Medicus, Med e-link and practice group updates, plus a host of other tools and templates.



Collegiality & networking

Grow your professional and social networks with exclusive access to a range of networking, charity and formal events.



Member benefits program

Enjoy savings from 100+ retail and commercial providers



Professional development

The AMA's CPD Home delivers a national CPD home service to all doctors.

CPD Home supports you to take control of your medical CPD, anywhere, anytime.

Discounted subscriptions for AMA members. Visit cpdhome.org.au for more info.



Medical Products

5% discount* on online purchases of medical equipment.



AMA Financial Services

Access a range of financial products and services:

- ✔ Free financial health checks with a licensed Financial Adviser
- ✔ Discounts on the development of a comprehensive financial plan
- ✔ Access to member only financial and insurance seminars & webinars.
- ✔ Access to hundreds of loans and mortgages from a range of Australia's leading lenders
- ✔ Help with navigating professional, personal or business related insurance

*T&C's apply. AMA Medical Products 5% discount is available for online purchases only. Limited to one discount per transaction. Cannot be redeemed with any other promotion.

**SIGN UP FOR
MEMBERSHIP.
IT'S EASY!**

To find out more about our membership packages and how to join, scan the QR code or go to amawa.com.au





If you are not an AMA (WA) member and would like to join scan the QR code or visit www.amawa.com.au/membership/join



AMA (WA) members with a query regarding their workplace entitlements can access free advice and assistance, by emailing industrial@amawa.com.au