

CHILD AND ADOLESCENT HEALTH SERVICE  
NORTH METROPOLITAN AREA HEALTH SERVICE  
SOUTH METROPOLITAN AREA HEALTH SERVICE  
ORTHOPAEDIC TRAUMA SURGERY ROSTER AGREEMENT

**Between:**

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

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

**Made pursuant to:**

Clause 7. Agreement Flexibility of the Department of Health Medical Practitioners (Metropolitan Health Services) AMA Industrial Agreement 2011 (“the Industrial Agreement”).

**Preamble:**

This Agreement prescribes the remuneration of Orthopaedic Surgeons employed in the North Metropolitan Area Health Service and the South Metropolitan Area Health Service and the Child and Adolescent Health Service for Orthopaedic Trauma Surgery Services whilst such services remain organised in the manner they were at the commencement of this Agreement.

**Operative Provisions:**

**PART 1:**

1. The Employer has organised elements of Orthopaedic Surgery Trauma Services in the North Metropolitan Area Health Service, the South Metropolitan Area Health Service and the Child and Adolescent Health Service as follows:

**Duty Orthopaedic Trauma Roster**

- (a) There is a Duty Orthopaedic Trauma Roster (Duty Roster) for Sir Charles Gairdner Hospital (SCGH).
- (b) There is a Duty Roster for Royal Perth Hospital (RPH).
- (c) There is a Duty roster for Fremantle Hospital (FH).
- (d) There is no Duty Roster for Princess Margaret Hospital (PMH).
- (e) There is at least one Duty Orthopaedic Surgeon Trauma (Duty Surgeon) rostered for SCGH and at least one Duty Surgeon rostered for RPH and at least one Duty Surgeon rostered for FH.

- (f) The Duty Rosters, on days other than Public Holidays are -

Duty Shift	Shift	Start	Shift	End
1	Monday	8:00 AM	Monday	6:00 PM
2	Tuesday	8:00 AM	Tuesday	6:00 PM
3	Wednesday	8:00 AM	Wednesday	6:00 PM
4	Thursday	8:00 AM	Thursday	6:00 PM
5	Friday	8:00 AM	Friday	6:00 PM

- (g) The Duty Rosters do not operate on weekends or Public Holidays.

**On-Call Orthopaedic Trauma Roster**

- (h) There is one On-Call Orthopaedic Trauma Roster (On-Call Roster) for SCGH and one for RPH and one for PMH and one for FH.
- (i) There is at least one On-Call Orthopaedic Surgeon Trauma (On-Call Surgeon) rostered on-call for SCGH and one for RPH and one for PMH and one for FH.
- (j) Additional Surgeons are rostered On-Call for SCGH and for RPH where the workload requires.
- (k) The On-Call Rosters are -

Shift Number	Shift	Start	Shift	End
1	Monday	6:00 PM	Tuesday	8:00 AM
2	Tuesday	6:00 PM	Wednesday	8:00 AM
3	Wednesday	6:00 PM	Thursday	8:00 AM
4	Thursday	6:00 PM	Friday	8:00 AM
5	Friday	6:00 PM	Saturday	8:00 AM
6	Saturday	8:00 AM	Saturday	6:00 PM
7	Saturday	6:00 PM	Sunday	8:00 AM
8	Sunday	8:00 AM	Sunday	6:00 PM
9	Sunday	6:00 PM	Monday	8:00 AM

- (l) Each of the On-Call Rosters operates separately.
- (m) On-Call Surgeons are not ordinarily rostered On-Call on more than one On-Call roster at a time.
2. An entitlement under the Industrial Agreement to elect Arrangement A or Arrangement B is not changed by this Agreement.
3. Unless otherwise prescribed herein an entitlement to all professional development, professional expenses, private practice income and private practice cost allowances payable under the Industrial Agreement is not changed by this Agreement.

4. Clause 22. Hours of the Industrial Agreement provides -
  - (1) Practitioners are engaged on a no-fixed hours basis consistent with professional practice and are rostered accordingly.
  - (2) (a) The ordinary full time professional commitment is an average of 40 hours per week and shall be rostered in accordance with health service needs and may be rostered over less than five days per week.
5. Clause 23. Sessional Practitioners provides -
  - (1) Sessional Practitioners are part-time employees appointed for a specified number of sessions per week and are rostered accordingly.
  - (2) (a) One session is equal to one tenth of a full-time professional commitment and can be a continuous working period or be made up of any combination of part sessions.
6. This Agreement provides for the professional commitment of -
  - (i) Sessional Practitioners to be acquitted as a combination of a number of rostered 10 hour fixed shifts as Duty Surgeon and a number of ordinary no fixed hours sessions.
  - (ii) Full-time Practitioners to be acquitted as a combination of rostered 10 hour fixed shifts as Duty Surgeon and a balance of ordinary no fixed hours.
7. A Practitioners professional commitment includes elective, outpatients, pre operative, teaching, non clinical and trauma sessions.
8. This Agreement does not replace the Industrial Agreement but to the extent of any inconsistency this Agreement overrides the Industrial Agreement.
9. For the purposes of Clause 29 - Private Practice - Arrangement B of the Industrial Agreement, and without prejudice to any future Agreements 100% of private practice earnings shall be retained by the Practitioner for the life of this Agreement.
10. The Employer has determined, for the purposes of Clause 29 Private Practice Arrangement B of the Industrial Agreement and without prejudice to any future determination which may or may not be recorded in an agreement that replaces this Agreement, that the prescribed facilities charge will be nil for the life of this Agreement.
11. This Agreement commences on the date it is signed by the parties and the Agreement remains in force whilst the Industrial Agreement continues to apply, provided that nothing shall prevent the parties agreeing in writing to amend or replace this Agreement during the life of the Industrial Agreement.

### Preservation of pre-existing terms of appointment

12. (i) Subject to (ii) and (iii), in the absence of any intervening agreement in writing or the cessation of employment during the life of this Agreement, the terms of a Practitioners appointment / contract as a full time or part time or sessional Practitioner, as the case may be, which existed prior to the commencement of this Agreement shall continue to apply.
  - (ii) (a) This Agreement cancels all pre-existing contractual, administrative or other arrangements providing for or pertaining to work previously undertaken by any Orthopaedic Surgeon which is in future undertaken within the scope of the Duty Rosters and the On-Call Rosters regime.
    - (b) This clause applies irrespective of whether or not a Practitioner elects to participate in both the Duty Roster and the On-Call Roster, or in the case of PMH the On-Call roster only.
  - (iii) (a) Pre-existing contractual, administrative or other arrangements pertaining to any other work, including but not limited to elective surgery and sub specialty after hours cover are unaffected by this Agreement unless expressly prescribed otherwise in this Agreement or agreed in writing.
    - (b) To avoid doubt each Practitioner and the Employer shall reduce to writing and acknowledge, any pre-existing contractual, administrative or other arrangement providing for or pertaining to work and to remuneration (including but not limited to elective surgery and sub-specialty after hours cover arrangements) which are to continue or apply during the life of this Agreement to address the requirements of this clause.
13. An election to participate in both the Duty Roster and the On-Call Roster can be made at any time during the life of this Agreement
14. An election to participate in both the Duty Roster and the On-Call Roster may not be withdrawn during the life of this Agreement.

### Application to PMH

15. Notwithstanding any other provision of this Agreement, whilst there remains no Duty Roster for PMH any obligation or entitlement under this Agreement pertaining to Duty Rosters shall not apply to Practitioners who participate in the PMH On-Call Roster.

### Retrospective Application

16. Practitioners who participated in both the Duty Roster and the On-Call Roster and in the case of PMH the On-Call roster immediately prior to the commencement of this Agreement shall be back-paid the rates prescribed here in -
  - (i) for ordinary hours worked, from the first pay period commencing on or after the 1 July 2011; and
  - (ii) for On-Call and Call-Backs, on and from the 1 July 2011.

17. Notwithstanding any other provision of this Agreement, where the Industrial Agreement provides that an entitlement to Shift, Weekend and Public Holiday Penalties or other penalty rate is calculated on the basis of a proportion of salary the reference salary rate shall remain the salary prescribed in the Industrial Agreement.
18. The Head of Department and each full-time Orthopaedic Surgeon will agree in writing on
- (i) the number and pattern of Duty Surgeon shifts to be worked; and
  - (ii) the number and pattern of On-Call Shifts to be worked.
19. The Head of Department and each sessional Orthopaedic Surgeon will agree in writing on-
- (i) (a) the number and pattern of ordinary sessions and the number and pattern of Duty Surgeon shifts to be worked;
  - (b) the number and pattern of On-Call Shifts to be worked; and the number; and
  - (c) pattern of ordinary sessions to be worked if this Agreement ceases to apply; and.
  - (ii) The number of contracted sessions for which a sessional Practitioner is engaged, immediately prior to the commencement of this Agreement does not limit what may be agreed for the purposes of this Clause.
  - (iii) Unless there is agreement to the contrary the number of ordinary sessions to be worked if this Agreement ceases to apply is the number of sessions for which the Practitioner was engaged immediately prior to the commencement of this Agreement.
20. Hours worked under this Agreement shall count for all purposes for leave accrued pursuant to Clause 23 – Sessional Practitioners subclause (8) of the Industrial Agreement in perpetuity.
21. When a Practitioner proceeds on any form of leave on a day that the Practitioner would otherwise have been rostered to work as a Duty Surgeon, the Practitioner shall be paid as if the Practitioner had worked that day.

**Sessional Orthopaedic Surgeon**

22. The base sessional rate for a Orthopaedic Surgeon engaged in any capacity is -

Relevant Experience	Pay Point	First pay period on or after 01-Jul-11	First pay period on or after 01-Oct-11	First pay period on or after 01-Oct-12
Year 1	16	\$378	\$393	\$411
Year 2	17	\$393	\$408	\$427
Year 3	18	\$407	\$424	\$443
Year 4	19	\$424	\$441	\$461
Year 5	20	\$440	\$458	\$479
Year 6	21	\$458	\$477	\$498
Year 7	22	\$476	\$495	\$518
Year 8	23	\$495	\$516	\$538

Relevant Experience	Pay Point	First pay period on or after 01-Jul-11	First pay period on or after 01-Oct-11	First pay period on or after 01-Oct-12
Year 9	24	\$515	\$536	\$560

23. In addition to the base sessional rate prescribed herein, applicable allowances are paid at the rates prescribed in the Industrial Agreement.

**Full Time - Orthopaedic Surgeon**

24. The annual base salary of a Full-Time Orthopaedic Surgeon engaged in any capacity is:

Relevant Experience	Pay Point	First pay period on or after 01-Jul-11	First pay period on or after 01-Oct-11	First pay period on or after 01-Oct-12
Year 1	16	\$162,155	\$168,640	\$176,229
Year 2	17	\$169,521	\$176,301	\$184,234
Year 3	18	\$177,939	\$185,055	\$193,383
Year 4	19	\$187,513	\$195,013	\$203,788
Year 5	20	\$195,828	\$203,660	\$212,825
Year 6	21	\$206,351	\$214,604	\$224,261
Year 7	22	\$215,821	\$224,453	\$234,553
Year 8	23	\$226,345	\$235,397	\$245,991
Year 9	24	\$237,920	\$247,436	\$258,571

25. In addition to the annual full-time base salary prescribed herein, applicable allowances are paid, at the rates prescribed in the Industrial Agreement.

**PART 2: DUTY ORTHOPAEDIC SURGEON: TRAUMA ROSTER**

26. Duty Surgeons are paid the following daily shift rate for each rostered Monday to Friday day shift worked as a Duty Surgeon. Where engaged under:

- (i) Arrangement B:

Relevant Experience	Pay Point	First pay period on or after 01-Jul-11	First pay period on or after 01-Oct-11	First pay period on or after 01-Oct-12
Year 1	16	\$1,398	\$1,454	\$1,519
Year 2	17	\$1,443	\$1,499	\$1,567
Year 3	18	\$1,485	\$1,544	\$1,615
Year 4	19	\$1,533	\$1,595	\$1,666
Year 5	20	\$1,581	\$1,646	\$1,720
Year 6	21	\$1,635	\$1,700	\$1,777
Year 7	22	\$1,686	\$1,754	\$1,834
Year 8	23	\$1,743	\$1,814	\$1,894
Year 9	24	\$1,800	\$1,874	\$1,957

(ii) Arrangement A

Relevant Experience	Pay Point	First pay period on or after 01-Jul-11	First pay period on or after 01-Oct-11	First pay period on or after 01-Oct-12
Year 1	16	\$1,814	\$1,887	\$1,971
Year 2	17	\$1,859	\$1,932	\$2,019
Year 3	18	\$1,901	\$1,977	\$2,067
Year 4	19	\$1,949	\$2,028	\$2,118
Year 5	20	\$1,997	\$2,079	\$2,172
Year 6	21	\$2,051	\$2,133	\$2,229
Year 7	22	\$2,102	\$2,187	\$2,286
Year 8	23	\$2,159	\$2,247	\$2,346
Year 9	24	\$2,216	\$2,307	\$2,409

27. The Daily Shift Rates includes amounts in substitution for applicable professional development, professional expenses, private practice income and private practice cost allowances otherwise payable under the Industrial Agreement.
28. A Sessional Duty Surgeon who agrees to work an extra unrostered Duty Shift at short notice to cover the absence of the Duty Surgeon rostered on will be paid 150% of the daily rate for the shift worked or such other arrangements as agreed in writing.
29. A full-time Duty Surgeon who works extra duty shifts to that which would have normally been rostered in a fortnight will be paid at the prescribed rate for each additional duty shift worked and will accrue ten hours of annual leave for each additional duty shift worked. This is in addition to any other annual leave accrued in accordance with Clause 34 – Annual Leave of the Industrial Agreement.

**PART 3: ORTHOPAEDIC SURGEON: TRAUMA ON-CALL ROSTER**

30. The On-Call Payment of one flat rate per On-Call shift of 10 or 14 hours, on other than a Public Holiday, will be:

01-Jul-11	First pay period on or after 01-Oct-11	First pay period on or after 01-Oct-12
\$671	\$698	\$729

31. The On-Call Payment of one flat rate per On-Call shift of 10 or 14 hours on a Public Holiday will be:

01-Jul-11	First pay period on or after 01-Oct-11	First pay period on or after 01-Oct-12
\$1,007	\$1,047	\$1,094

32. An On-Call Surgeon : rostered On-Call, who is called back to the hospital is paid (in addition to the prescribed Flat Rate On-Call payment) the prescribed flat rate allowance for each attendance. If one attendance at the hospital is for a continuous period of more than 4 hours then an additional flat rate allowance is paid for each additional period or part period worked by adding each of the rates for each subsequent 4 hour period or part period of attendance as illustrated below

Continuous Period of Attendance	Ordinary Call-Back Payment 01-Jul-11	Sunday Call-Back Payment 01-Jul-11	After Midnight Call-Back Payment 01-Jul-11	Public Holiday Call-Back Payment 01-Jul-11
up to 4 hours	\$671	\$671	\$744	\$1,007
more than 4 hours but less than 8 hours	\$1,342	\$1,342	\$1,488	\$2,013
more than 8 hours but less than 12 hours	\$2,013	\$2,013	\$2,232	\$3,020
more than 12 hours but less than 16 hours	\$2,685	\$2,685	\$2,966	\$4,027
Continuous Period of Attendance	Ordinary Call-Back Payment 01-Jan 12	Sunday Call-Back Payment 01-Jan 12	After Midnight Call-Back Payment 01-Jan 12	Public Holiday Call-Back Payment 01-Jan 12
up to 4 hours	\$698	\$735	\$840	\$1,047
more than 4 hours but less than 8 hours	\$1,396	\$1,470	\$1,680	\$2,094
more than 8 hours but less than 12 hours	\$2,094	\$2,205	\$2,520	\$3,141
more than 12 hours but less than 16 hours	\$2,792	\$2,940	\$3,360	\$4,188
Continuous Period of Attendance	Ordinary Call-Back Payment 01-Jan 13	Sunday Call-Back Payment 01-Jan 13	After Midnight Call-Back Payment 01-Jan 13	Public Holiday Call-Back Payment 01-Jan 13
up to 4 hours	\$729	\$830	\$948	\$1,094
more than 4 hours but less than 8 hours	\$1,459	\$1,660	\$1,896	\$2,188
more than 8 hours but less than 12 hours	\$2,188	\$2,490	\$2,844	\$3,282
more than 12 hours but less than 16 hours	\$2,918	\$3,320	\$3,792	\$4,376

33. The flat rate On-Call and Call-Back allowances are paid in substitution for all On-Call and Call-Back allowances and for Shift, Weekend or Public Holiday Penalties which might otherwise be payable under the Industrial Agreement for the Practitioners' rostered periods under this Agreement.
34. In extenuating circumstances, with the agreement of the On-Call Surgeon, short term cover may be provided on an ad hoc basis by the surgeon across more than one on-call roster. The Practitioner will be paid at the rate of 150% of the relevant rate. Payment for Call-Backs at other than the Practitioners usual hospital shall commence from the time the Practitioner embarks on the journey to work.



#### **PART 4: DUTY SURGEON – SERVICE COMMITMENTS**

35. Duty Roster cover will be rostered by the Head of Department. The roster will be developed in consultation with staff and consistent with the parameters agreed as per Clause 18 and 19 of this Agreement. Duty Roster cover will be exclusive on site presence during the rostered period as a Duty Roster at the rostering hospital (8 am to 6pm). When so rostered Duty Surgeons will:
- (i) Withdraw from any other commitments in the public or private sector whilst providing Duty Cover.
  - (ii) Attend the hospital as rostered (8am to 6pm), and as Consultant oversee or manage the care of Orthopaedic Trauma surgical emergency patients awaiting review, referral, definitive management, treatment and surgery. Supervise and conduct a ward round of all Orthopaedic Trauma surgical emergency patients requiring review within the hospital during the period rostered as the duty surgeon (8 am till 6pm).
  - (iii) Where practicable, take responsibility for the management of all Orthopaedic Trauma surgical Emergency patients admitted during the rostered period as the duty surgeon whether coming in during the period rostered, or having being admitted previously, and those referred by another unit, requiring emergency management or surgery during that period.
  - (iv) Where practicable take to theatre all Orthopaedic Trauma surgical emergency cases which are ready for, or deemed necessary for surgery during the period, and oversee (including where required calling in another surgeon), or perform these operations during that period, on site.
  - (v) Supervise on site the running of the Orthopaedic Trauma surgery lists at the hospital.
  - (vi) Provide a handover of Orthopaedic Trauma surgical patients requiring emergency care, or concern, as appropriate to the next shift consultant at the end of the duty surgeon shift.
  - (vii) Review Orthopaedic Trauma surgical referrals that may occur on the day in a timely fashion, give a written or oral opinion, or take over care from the referring unit where appropriate.
  - (viii) Take over care of any patient that falls within the Orthopaedic Trauma Surgeon's area of surgical expertise as agreed with the referring team.
36. Where the Head of Department is satisfied that a Duty Surgeon must leave the hospital in order to personally attend to a clinical emergency at another facility, (i.e. where there is a clear and present danger of loss of life or limb) the Head of Department will release the Duty Surgeon from duty for the period reasonably required to attend to the emergency.

#### **PART 5: ON-CALL SURGEON – SERVICE COMMITMENTS**

37. On-Call roster cover will be rostered by the Head of Department. The roster will be developed in consultation with staff and consistent with the parameters agreed as per Clause 18 and 19 of this Agreement. When so rostered On-Call Surgeons will:

- (i) Withdraw from any other On-Call or availability arrangements in the public sector subject to Clause 34 and in the private sector whilst providing On-Call Roster cover.
- (ii) Attend as appropriate the hospital when recalled by a registrar or consultant at the hospital.
- (iii) Take responsibility for the management of all Orthopaedic Trauma Surgery cases whether coming in during the period On-Call, or having being admitted previously and those referred by another unit, requiring management or surgery during the that period.
- (iv) Where practicable, take to theatre all Orthopaedic Trauma Surgery cases which are ready for, or deemed necessary for surgery during that period and oversee including where required calling in another Surgeon, or perform these operations during that period.
- (v) When rostered On-Call on a weekend, the Practitioner will conduct a daily ward round of all Orthopaedic Trauma, Elective and Referred (unless another Surgeon specifically stipulates they will review their own elective patients over the weekend) Orthopaedic Surgery patients at the hospital needing clinical review, management, treatment and surgery by the On-Call Surgeon.

38. Routine weekend ward rounds will be paid as a Call-Back.

39. The service obligations on public holidays are the same as those for weekends.

#### **PART 6: EMPLOYER OBLIGATIONS**

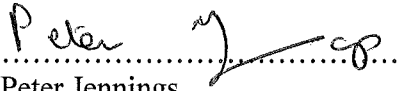
40. Clause 31 - Staffing of the Industrial Agreement provides:

- (1) Practitioner staffing levels shall be determined by the employer, having regard to contemporary benchmarking and best practice parameters.
- (2) Where a practitioner:
  - (a) resigns, is terminated, transfers or otherwise vacates a position; and
  - (b) the employer determines that the position will be filled,
 action to fill the vacancy shall be commenced, in consultation with the Head of Department, as soon as reasonably practicable.

41. The Head of Department may, subject to Clause 55 - Dispute Settling Procedures of the Industrial Agreement, suspend the application of these arrangements to an individual Practitioner if satisfied that the Practitioner is not sustaining participation in the Orthopaedics Trauma Roster. In this event the prevailing Industrial Agreement will apply in lieu of these arrangements.

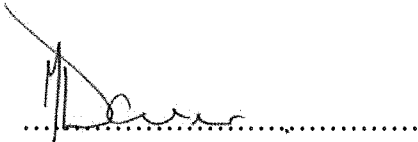
42. Clause 54 - Introduction of Change and 55 - Dispute Settling Procedures of the Industrial Agreement apply. Accordingly any disputes and any major change will be addressed by the parties in accordance with those provisions.

**PART 7:**



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Peter Jennings  
Deputy Executive Director

30/9/2011  
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Marshall Warner  
Director Health Industrial Relations Service

30 September 2011

