EMERGENCY GENERAL SURGERY ROSTER AGREEMENT 2024

PART 1:

Between:

The Australian Medical Association (Western Australia) Incorporated; and

The following Health Service Providers established pursuant to section 32(1)(b) of the *Health Services Act 2016* (WA) (Employer):

(i) Child and Adolescent Health Service;
(ii) East Metropolitan Health Service;
(iii) North Metropolitan Health Service; and
(iv) South Metropolitan Health Service.

Made pursuant to:

Clause 7. Agreement Flexibility of the WA Health System – Medical Practitioners – AMA Industrial Agreement 2024 (Industrial Agreement).

PART 2:

(1) This Agreement details the special arrangements which will apply to General Surgeons who elect to participate in the Emergency General Surgery Roster.

(2) This Agreement does not replace the Industrial Agreement but to the extent of any inconsistency this Agreement overrides the Industrial Agreement.

(3) This Agreement will remain in force whilst the Industrial Agreement continues to apply, provided that nothing will prevent the parties agreeing in writing to amend or replace this Agreement during the life of the Industrial Agreement.

(4) Except for Part 3, this Agreement applies only to the organisation and operation of the various Emergency General Surgery Rosters at Fiona Stanley Hospital, Sir Charles Gairdner Hospital, Royal Perth Hospital and Rockingham General Hospital.

(5) Where a practitioner elects to participate in a hospital's Emergency General Surgery Roster prior to the commencement of that Roster, this Agreement will apply from the date of commencement of the Roster. Where a practitioner elects to participate after the commencement of the Roster, this Agreement will apply from the date that election is made.

(6) The date of commencement of a hospital's Emergency General Surgery Roster will be the date on which the first day surgeon shift is worked or the date on which the first on call shift is worked whichever happens first.

PART 3: ANNUAL SALARY AND SESSIONAL RATES

(7) For full-time practitioners, the annual salary for work undertaken as a full-time practitioner in any metropolitan hospital, will be:

	On and from 03-Sept-2024	On and from 03-Sept-2025	On and from 03-Sept-2026
General Surgeon Year 1	$366,044	$379,771	$391,164
General Surgeon Year 2	$375,917	$390,014	$401,714
General Surgeon Year 3	$387,199	$401,719	$413,771
General Surgeon Year 4	$399,893	$414,889	$427,336
General Surgeon Year 5	$411,176	$426,595	$439,393
General Surgeon Year 6	$425,281	$441,229	$454,466
General Surgeon Year 7	$437,974	$454,398	$468,030
General Surgeon Year 8	$452,079	$469,032	$483,103
General Surgeon Year 9	$467,594	$485,129	$499,683

(8) Each of the full-time rates prescribed in this part include payments which cover all "Arrangement A" professional development allowances, professional expenses allowances, private practice allowances, and private practice expense allowances.

(9) For sessional practitioners the ordinary sessional rate to a maximum of five sessions per week, for work undertaken as a sessional practitioner in any metropolitan hospital, will be:

	On and from 03-Sept-2024	On and from 03-Sept-2025	On and from 03-Sept-2026
General Surgeon Year 1	$798	$828	$853
General Surgeon Year 2	$818	$849	$874
General Surgeon Year 3	$840	$872	$898
General Surgeon Year 4	$861	$893	$920
General Surgeon Year 5	$884	$917	$945
General Surgeon Year 6	$907	$941	$969
General Surgeon Year 7	$932	$967	$996
General Surgeon Year 8	$957	$993	$1,023
General Surgeon Year 9	$983	$1,020	$1,051

(10) For sessional practitioners, the ordinary sessional rate, for sessions worked in excess of the five sessions per week, for work undertaken as a sessional practitioner in any metropolitan hospital, will be:

	On and from 03-Sept-2024	On and from 03-Sept-2025	On and from 03-Sept-2026
General Surgeon Year 1	$680	$706	$727
General Surgeon Year 2	$699	$725	$747
General Surgeon Year 3	$719	$746	$768
General Surgeon Year 4	$741	$769	$792
General Surgeon Year 5	$763	$792	$816
General Surgeon Year 6	$786	$815	$839
General Surgeon Year 7	$810	$840	$865
General Surgeon Year 8	$837	$868	$894
General Surgeon Year 9	$865	$897	$924

(11) Each of the sessional rates prescribed in this part include payments which cover all "Arrangement A" professional development allowances, professional expenses allowances, private practice allowances, and private practice expense allowances. Private practice expense allowance is only paid on the first 5 sessions per week.

(12) An election to participate in the Emergency General Surgery Roster constitutes an election of Arrangement A for all purposes of the Industrial Agreement.

(13) A practitioner may withdraw from these arrangements by giving 6 months' notice in writing to the Head of Department provided that a lesser period of notice may be agreed between the parties, in particular cases.

(14) Arrangement A income generated under this Agreement will be retained by the hospital for hospital / departmental purposes.

(15) (i) A full-time practitioner to whom this Agreement applies will be entitled to payment of a bonus at the completion of each 12 months of applicable service:

	On and from 03-Sept-2024	On and from 03-Sept-2025	On and from 03-Sept-2026
General Surgeon Year 1	$7,057	$7,322	$7,542
General Surgeon Year 2	$7,249	$7,521	$7,747
General Surgeon Year 3	$7,469	$7,749	$7,981
General Surgeon Year 4	$7,856	$8,151	$8,396
General Surgeon Year 5	$7,934	$8,232	$8,479
General Surgeon Year 6	$8,206	$8,514	$8,769
General Surgeon Year 7	$8,452	$8,769	$9,032
General Surgeon Year 8	$8,727	$9,054	$9,326
General Surgeon Year 9	$9,028	$9,367	$9,648

(ii) The annual bonus is payable to part-time and sessional practitioners on a pro-rata basis.

(iii) The annual bonus is payable to a practitioner, whose employment ceases in accordance with the provisions of the Industrial Agreement or who withdraws from these arrangements in accordance with Clause (13), on a pro-rata basis.

(iv) There is no obligation or expectation that the annual bonus will be incorporated in any Agreement which replaces this Agreement.

PART 4: DAY SURGEON ROSTER

(16) (i) The hospital Day Surgeon Roster will be:

Day Surgeon 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

(ii) The hospital Day Surgeon Roster does not operate on public holidays.

(17) A sessional practitioner will be paid the following rate for each shift worked as a Day Surgeon:

	On and from 03-Sept-2024	On and from 03-Sept-2025	On and from 03-Sept-2026
General Surgeon Year 1	$2,398	$2,488	$2,563
General Surgeon Year 2	$2,455	$2,547	$2,623
General Surgeon Year 3	$2,518	$2,612	$2,690
General Surgeon Year 4	$2,582	$2,679	$2,759
General Surgeon Year 5	$2,650	$2,749	$2,831
General Surgeon Year 6	$2,724	$2,826	$2,911
General Surgeon Year 7	$2,796	$2,901	$2,988
General Surgeon Year 8	$2,874	$2,982	$3,071
General Surgeon Year 9	$2,954	$3,065	$3,157

(18) Practitioners other than sessional practitioners will be paid at the ordinary salary rate for each day worked as a Day Surgeon.

PART 5: ON CALL ROSTER

(19) The hospital Emergency On Call Roster payments will be:

(a) Ordinary Flat Rate On Call Payment (single shift of 10 or 14 hours)

On Call Shift	Shift Start		Shift End		On and from 03-Sept-2024	On and from 03-Sept-2025	On and from 03-Sept-2026
1	Monday	6:00 PM	Tuesday	8:00 AM	$927	$962	$991
2	Tuesday	6:00 PM	Wednesday	8:00 AM	$927	$962	$991
3	Wednesday	6:00 PM	Thursday	8:00 AM	$927	$962	$991
4	Thursday	6:00 PM	Friday	8:00 AM	$927	$962	$991
5	Friday	6:00 PM	Saturday	8:00 AM	$927	$962	$991
6	Saturday	8:00 AM	Saturday	6:00 PM	$927	$962	$991
7	Saturday	6:00 PM	Sunday	8:00 AM	$927	$962	$991
8	Sunday	8:00 AM	Sunday	6:00 PM	$927	$962	$991
9	Sunday	6:00 PM	Monday	8:00 AM	$927	$962	$991

(b) Public Holiday Flat Rate On Call Payment (single shift of 10 or 14 hours)

On Call Shift	Shift Start		Shift End		On and from 03-Sept-2024	On and from 03-Sept-2025	On and from 03-Sept-2026
1	Monday	6:00 PM	Tuesday	8:00 AM	$1,393	$1,445	$1,488
2	Tuesday	6:00 PM	Wednesday	8:00 AM	$1,393	$1,445	$1,488
3	Wednesday	6:00 PM	Thursday	8:00 AM	$1,393	$1,445	$1,488
4	Thursday	6:00 PM	Friday	8:00 AM	$1,393	$1,445	$1,488
5	Friday	6:00 PM	Saturday	8:00 AM	$1,393	$1,445	$1,488
6	Saturday	8:00 AM	Saturday	6:00 PM	$1,393	$1,445	$1,488
7	Saturday	6:00 PM	Sunday	8:00 AM	$1,393	$1,445	$1,488
8	Sunday	8:00 AM	Sunday	6:00 PM	$1,393	$1,445	$1,488
9	Sunday	6:00 PM	Monday	8:00 AM	$1,393	$1,445	$1,488

(20) The on call allowance is a flat rate as specified in subclause 19(b) on public holidays and as specified in subclause 19(a) on all other days irrespective of the on call shift duration.

(21) A practitioner rostered on call, who is called back to the hospital is paid (in addition to the prescribed flat rate on call payment) the same prescribed flat rate allowance for each call back. If one attendance at the hospital is for a continuous period of more than 4 hours, then an additional flat rate allowance is paid. If that attendance continues, then payments are made for each subsequent 4-hour period of attendance as illustrated below:

Continuous Period of Attendance	Total Ordinary Call back Payment	Total Sunday Call back Payment	Total After Midnight Call Back Payment	Total Public Holiday Call Back Payments
	On and from 03-Sept-2024			
up to 4 hours	$927	$1,056	$1,207	$1,393
of more than 4 hours and up to 8 hours	$1,855	$2,110	$2,410	$2,782
of more than 8 hours and up to 12 hours	$2,782	$3,167	$3,618	$4,174
of more than 12 hours and up to 16 hours	$3,711	$4,222	$4,823	$5,565
	On and from 03-Sept-2025			
up to 4 hours	$962	$1,096	$1,252	$1,445
of more than 4 hours and up to 8 hours	$1,925	$2,189	$2,500	$2,886
of more than 8 hours and up to 12 hours	$2,886	$3,286	$3,754	$4,331
of more than 12 hours and up to 16 hours	$3,850	$4,380	$5,004	$5,774
	On and from 03-Sept-2026			
up to 4 hours	$991	$1,129	$1,290	$1,488
of more than 4 hours and up to 8 hours	$1,983	$2,255	$2,575	$2,973
of more than 8 hours and up to 12 hours	$2,973	$3,385	$3,867	$4,461
of more than 12 hours and up to 16 hours	$3,966	$4,511	$5,154	$5,947

(22) 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.

(23) 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 will remain the salary prescribed in the Industrial Agreement.

PART 6: OTHER ON CALL COMMITMENTS

(24) The on call and call back and shift, weekend or public holiday provisions of the Industrial Agreement will apply to any other arrangements in which a practitioner may from time to time participate provided that the Industrial Agreement provisions do not apply in any instance that this Agreement applies.

PART 7: DAY SURGEON – SERVICE OBLIGATIONS OF PRACTITIONERS

(25) Provide Day Surgeon Cover as rostered by the Head of Department. This will be exclusive onsite presence during the rostered period as the Day Surgeon at the rostering hospital (8am until 6pm).

(26) Withdraw from any other commitments in the public or private sector whilst providing Day Surgeon Cover.

(27) Attend the hospital as rostered (8am until 6pm), and as Consultant oversee or manage the care of general surgical emergency patients awaiting review, referral, definitive management, treatment and surgery. Supervise and conduct a ward round of an acute surgical admission ward, where one exists, or is created at the hospital, and where one does not exist conduct a ward round of all general surgical emergency patients requiring review within the hospital during the period rostered as the Day Surgeon (8am until 6pm).

(28) Where practicable, take responsibility for the management of all general surgical emergency patients admitted under general surgery during the rostered period as the Day Surgeon whether coming in during the period you are rostered, or having been admitted previously, and those referred by another unit, requiring emergency management or surgery during that period.

(29) Where practicable take to theatre all general 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.

(30) Supervise on site the running of the emergency theatre at the hospital as it pertains to general surgery cases.

(31) Provide a handover of general surgical patients requiring emergency care, or concern, as appropriate to the next shift Consultant at the end of your Day Surgeon shift.

(32) Review 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.

(33) Take over care of any patient that falls within your area of surgical expertise as agreed with the referring team.

(34) Where the Head of Department is satisfied that a practitioner, rostered as the Day 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 Day Surgeon from duty for the period reasonably required to attend to the emergency.

PART 8: ON CALL – SERVICE OBLIGATIONS OF PRACTITIONERS

(35) Provide Emergency General Surgery On Call Roster cover as rostered by the Head of Department.

(36) Withdraw from any other on call or availability arrangements in the public or private sector whilst providing Emergency General Surgery On Call Roster cover.

(37) Attend as appropriate the hospital when recalled by a Registrar, Anaesthetist, Emergency Department Physician, ICU Consultant, or other Medical or Surgical Unit within the hospital.

(38) Where practicable take responsibility for the management of all general surgical emergencies whether coming in during the period on call, or having been admitted previously and those referred by another unit, requiring emergency management or surgery during that period.

(39) Where practicable, take to theatre all general surgical emergency 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.

(40) When rostered on weekends on call, the practitioner will conduct a daily ward round of all general surgical emergency patients needing review, management, treatment and surgery, or referred, and all patients under the practitioner's care. Routine weekend ward rounds will not be paid as a call back because compensation is included in the flat rate on call payment. If, in the course of a daily ward attendance the immediate needs of patients are such that the attendance extends beyond one hour the practitioner is entitled to claim the attendance as a call back.

(41) The service obligations on public holidays are the same as those for weekends.

PART 9: EMPLOYER OBLIGATIONS

(42) Clause 31. Staffing of the Industrial Agreement applies to this Agreement and accordingly:

(1) Medical staffing levels will be determined by the employer, having regard to contemporary benchmarking and best practice parameters.

(2) Where a practitioner:

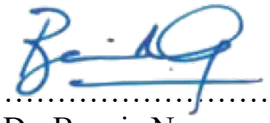
(a) resigns, is terminated, transfers or otherwise vacates a position; and

(b) the employer determines that the position will be filled,

action to fill the vacancy will be commenced, in consultation with the Head of Department, as soon as reasonably practicable.

(43) Clause 63. Introduction of Change and Clause 64. Dispute Settlement Procedures of the Industrial Agreement apply to this Agreement and major changes in the production, programme, organisation structure or technology of surgical services will be addressed by the parties' in accordance with these provisions.

(44) The Head of Department may, subject to Clause 64. Dispute Settlement Procedures of the Industrial Agreement, suspend the application of these arrangements to an individual practitioner if he is satisfied that the practitioner is not sustaining their participation in the Emergency General Surgery Roster. In this event the prevailing Industrial Agreement will apply in lieu of these arrangements.



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Dr. Bennie Ng
Chief Executive Officer
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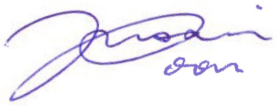

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