



WA HEALTH MEDICAL PRACTITIONERS GUIDELINES AND EXPLANATORY NOTES FOR RECALL

1. Purpose

The WA Health – Medical Practitioners Guidelines and Explanatory Notes for Recall (**Guidelines**) have been prepared to promote consistent implementation of new provisions governing recall which were introduced in the WA Health System – Medical Practitioners – AMA Industrial Agreement 2022 (**Agreement**).

2. Applicability

These Guidelines are to be read in conjunction with clause 33 – On Call and Recall (for metropolitan practitioners) and clause 6 of Schedule 2 – WA Country Health Service (for regional practitioners south of the 26° South Latitude) of the [Agreement](#).

These Guidelines are not applicable to regional senior practitioners employed by WA Country Health Service in locations above the 26° South Latitude.

These Guidelines should not be interpreted as conferring any additional entitlements to those prescribed under the Agreement. In the event of any inconsistencies, the Agreement prevails over these Guidelines.

2. Statement of Intent

Clause 33 defines a recall to occur when a practitioner (either doctor in training or senior practitioner) is instructed or summonsed by the Employer to return to duty when not on duty.

The Agreement also confirms a recall may occur where a senior practitioner has finished their ordinary rostered shift and undertakes work of an emergent, or unanticipated clinical nature beyond their professional commitment. This form of recall payment is specifically not for additional work required for a pre-determined length, nor work that is planned.

Recall is not to be substituted for overtime and/or compensate practitioners for undertaking overtime (specific to doctors in training) or reasonable additional hours completed as part of practitioner's professional commitment (specific to senior practitioners). Work not considered a recall includes:

- planned or unplanned backfill arrangements or short staffing as a result of a planned or unplanned staff absence;
- pre-planned shifts to fill roster gaps;
- ward rounds or routine patient/clinical observations;
- theatre overruns; or
- for work performed on the practitioner's own volition and without authorisation.

3. Summary of Changes

For ease of reference a copy of clause 33 and clause 6 of Schedule 2 is at **Appendix A**.



Following registration of the Agreement in the Western Australian Industrial Relations Commission on 2 September 2022, clause 33 and clause 6 of Schedule 2 now provide two pathways for accessing recall payments, subclauses (2)(a)(i) and (2)(a)(ii). **Appendix B** summarises these subclauses.

It should be noted subclause (2)(a)(i) remains unchanged in the Agreement.

Appendix C provides a summary of how new subclause (2)(a)(ii) provides access to recall payments for senior practitioners who finish their ordinary rostered shift and work beyond their professional commitment.

Frequently asked questions are enclosed at **Appendix D**. Any further queries can be directed to Department of Health, System-wide Industrial Relations.

The P8 Medical Recall form has been updated and is accessible on [HealthPoint](#).

The P7 Recall form remains the correct form for a medical practitioner to use to claim payment when instructed or summonsed by the Employer to return to duty when the practitioner is not otherwise on duty, pursuant to subclause 2(a)(i). The P7 Recall form is accessible on [HealthPoint](#).

4. Resources

- [Awards and Agreements](#)
- [HealthPoint Forms](#)
- [Industrial Relations Supplementary Information](#)

5. Document Control

Version	Issued	Effective date	Amendment
1	13 June 2023	13 June 2023	Original version



APPENDIX A

WA Health System – Medical Practitioners AMA Industrial Agreement 2022

Part 4 – General Provisions

33. ON CALL AND RECALL

...

(2) Recall requiring attendance at the workplace.

(a) Meaning of recall

(i) Except for the circumstances defined in subclause 33(2)(a)(ii), a recall occurs when a practitioner is instructed or summonsed by the Employer to return to duty when the practitioner is not otherwise on duty (although may be on call).

(ii) A senior practitioner may be entitled to recall rates when the:

(A) practitioner had finished their ordinary rostered shift and was working beyond their professional commitment, and either:

a) was instructed or summonsed, by a person authorised to give such a direction, to work outside of their ordinary rostered shift and beyond their professional commitment; or

b) was required, because of a clinical need, to work outside of their ordinary rostered shift and beyond their professional commitment, and declares in writing, in a form approved by the Employer, that requirements and reason(s) for that requirement;

(B) additional work required was not for a predetermined length;

(C) work is of an emergent, or unanticipated clinical nature; and

(D) Head of Department declares and authorises the criteria from (A) to (C) above were met.



Schedule 2 – WA Country Health Service

6. ON CALL AND RECALL

Clause 33 of this Agreement is replaced by:

...

(2) Recall requiring attendance at the workplace.

(a) Meaning of recall

(i) Except for the circumstances defined in subclause 6(2)(a)(ii), a recall occurs when a practitioner is instructed or summonsed by the Employer to return to duty when the practitioner is not otherwise on duty (although may be on call).

(ii) A senior practitioner may be entitled to recall rates when the:

(A) practitioner had finished their ordinary rostered shift and was working beyond their professional commitment, and either:

a) was instructed or summonsed, by a person authorised to give such a direction, to work outside of their ordinary rostered shift and beyond their professional commitment; or

b) was required, because of a clinical need, to work outside of their ordinary rostered shift and beyond their professional commitment, and declares in writing, in a form approved by the Employer, that requirements and reason(s) for that requirement;

(B) additional work required was not for a predetermined length;

(C) work is of an emergent, or unanticipated clinical nature; and

(D) Head of Department declares and authorises the criteria from (A) to (C) above were met.



APPENDIX B

Access to Recall – Summary

Summary of the two pathways for accessing recall payments pursuant subclauses (2)(a)(i) and (2)(a)(ii).

Clause	Commentary	Applicability
<p><u>General</u></p> <p>Clause 33(2)(a)(i)</p> <p><u>WACHS</u></p> <p>Clause 6(2)(a)(i) of Schedule 2</p>	<p>Recall occurs when <u>a practitioner is instructed or summonsed by the Employer to return to duty when the practitioner is <u>not otherwise on duty.</u></u></p> <p>The practitioner may, or may not, be on call at the time of being directed to return to duty. Payment for on call will not be made with respect to any period for which a practitioner receives any payment for recall.</p> <p>Medical practitioners who are recalled under this clause should complete and submit a P7 Recall form for payment.</p> <p>Doctors in Training may be entitled to payment of overtime subject to the requirements of clause 17 – Overtime being met.</p> <p>There was no intention to deviate from previous custom and practice as a result of the amendments to the Agreement.</p>	<p>Doctors in Training</p> <p>- and -</p> <p>Senior Practitioners</p>



<p><u>General</u></p> <p>Clause 33(2)(a)(ii)</p> <p><u>WACHS</u></p> <p>Clause 6(2)(a)(ii) of Schedule 2</p>	<p>The Agreement provides a new framework providing access to recall rates if criteria set out by subclauses (A) and (B) and (C) are met (see Appendix C).</p> <p>The Employer, via a Head of Department or equivalent, retains the discretion to authorise recall payment pursuant to subclause (D).</p> <p>This clause has been inserted to:</p> <ul style="list-style-type: none">• recognise incidences of unexpected clinical care arising at the conclusion of an ordinary rostered shift, including where work extends beyond the rostered shift, especially in emergency and acute services; and• provide reasonable access to recall payments while balancing Senior Practitioners' ordinary full time professional commitment of an average of 40 hours per week.	<p>Senior Practitioners</p>
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APPENDIX C

Requirements for Recall Pursuant to Subclause (2)(a)(ii)(A) – (D)

Summary of how subclause (2)(a)(ii) provides access to recall payments for senior practitioners who finish their ordinary rostered shift and work beyond their professional commitment.

Subclause	Explanatory Notes
A	<ul style="list-style-type: none"> • Two threshold issues must be met before further assessment is required: <ul style="list-style-type: none"> ○ practitioner finished ordinary rostered shift; and ○ practitioner was working beyond their professional commitment. • “Ordinary rostered shift” refers to a shift rostered with consideration of the professional commitment obligations of the practitioner, consistent with clause 22 - Hours of the Agreement. • “Professional commitment” is a direct reference to the ordinary full time professional commitment of an average of 40 hours per week as provided for in clause 22 - Hours of the Agreement. • Decision for each health service provider (HSP) about what hours are beyond the senior practitioner’s professional commitment in the particular clinical context.
1. Finished ordinary rostered shift. - AND - 2. Was working beyond professional commitment.	
<i>If yes to 1 and 2, then:</i>	
(A) (a) or (b)	<u>Instructed or summonsed</u> <ul style="list-style-type: none"> • Was the senior practitioner appropriately instructed or summonsed to undertake recall work? • HSPs should ensure it is well understood through appropriate delegations who has authority to recall a senior practitioner pursuant to this clause. • While the Agreement provides Head of Departments (HoD) must authorise the payment of recall, it is not necessarily the HoD that must give the instruction or direction. • The procedure for the instruction or summons has not been codified in either the Agreement or these Guidelines. Given matters may be urgent, both verbal and/or written directions from an authorised person would suffice. • HSPs may choose to clarify the required mode of the direction through local policies or guidelines.
3. Was instructed or summonsed, by a person authorised to give such direction, to work outside their ordinary rostered shift and beyond their professional commitment. - OR -	



<p>4. Required, due to clinical need to work outside the ordinary shift and beyond their professional commitment and completes P8 form.</p>	<p><u>Required to work beyond their professional commitment</u></p> <ul style="list-style-type: none"> • In the alternative, given urgent matters may arise without notice, a senior practitioner may have to undertake work without having received an instruction/summons pursuant to subclause (2)(a)(ii)(A)b). • In these instances, it is suggested the senior practitioner is required to complete a P8 form including reasons for the recall and the HoD will retrospectively assess the work undertaken to ensure it meets criteria (A) and (B) and (C) – refer to subclause (D) below.
<p><i>If yes to 3 or 4, then:</i></p>	
<p style="text-align: center;">(B)</p> <p>5. Additional work was not for a predetermined length.</p>	<ul style="list-style-type: none"> • “Not for a predetermined length” means a recall is not triggered by matters such as accepting an additional shift(s) or filling gaps in the roster due to planned staff absences.
<p><i>If yes to 5, then:</i></p>	
<p style="text-align: center;">(C)</p> <p>6. Work is of an emergent, or unanticipated clinical nature.</p>	<ul style="list-style-type: none"> • The System Manager considers the definition of “emergent” to include work that is just becoming apparent, arising unexpectedly or calling for immediate action. In essence, urgent clinical work. • “Unanticipated” should be given its ordinary meaning. • The work may abut the end of the shift e.g. instances where an authorised person makes a clinical judgment that determines there is an immediate need for senior practitioner/consultant-led care at short notice.
<p><i>If yes to 6, then:</i></p>	
<p style="text-align: center;">(D)</p> <p>7. HoD declares and authorises criteria (A) to (C) were met.</p>	<ul style="list-style-type: none"> • HoD reviews P8 and authorises. • HoD is not permitted to self-authorise.



APPENDIX D

FREQUENTLY ASKED QUESTIONS

*Any reference to subclause “(2)(a)(i) and (ii)” in this FAQ refers to subclause 33(2)(a)(i) and (ii) (for metropolitan practitioners), and subclause 6(2)(a)(i) and (ii) of Schedule 2 (for regional practitioners below the 26° South Latitude) of the WA Health System – Medical Practitioners – AMA Industrial Agreement 2022 (**Agreement**).*

PART 1 – RETURN TO DUTY

Part 1 of this FAQ applies in circumstances where a practitioner is instructed or summonsed by the Employer to return to duty when the practitioner is not otherwise on duty pursuant to subclause (2)(a)(i).

1. Who does subclause (2)(a)(i) apply to?

Recall pursuant to subclause (2)(a)(i) applies to both doctors in training and senior practitioners.

2. Is recall under subclause (2)(a)(i) a new entitlement?

No. The provisions of subclause (2)(a)(i) remain the same as previous industrial agreements.

3. What is the meaning of “recall” for the purposes of subclause (2)(a)(i)?

A recall occurs when a practitioner is instructed or summonsed by the Employer to return to duty when the practitioner is not otherwise on duty.

4. Is a medical practitioner entitled to payment of recall rates in instances where they are not on call?

Yes. Pursuant to subclause (2)(a)(i) and (ii) a senior practitioner is entitled to recall rates irrespective of whether or not they are held on call. However, in order to be eligible for recall rates, they must have in fact been recalled to work as defined at Question 3 of this FAQ.

5. Is a doctor in training entitled to payment of recall rates where they continue working beyond their rostered shift, and were due to be held on call after their rostered shift ended?

A doctor in training who continues to work beyond their rostered shift is not automatically entitled to recall solely by virtue of the fact that they are on call at the time, or would have been on call but for the fact they worked those additional hours.

If the doctor in training has, as a matter of fact in the particular circumstances, been recalled to work as outlined at Question 3, they are entitled to payment of recall. Whether a recall has occurred depends on whether the practitioner has in fact been instructed or summonsed by the Employer to return to duty.

However, if there has been no recall, then payment of overtime pursuant to clause 17 – Payment for Overtime may apply if the provisions of that clause have been met.



Note, the circumstances of subclause (2)(a)(ii), as addressed at Part 2 of this FAQ, are not applicable to any assessment of recall pursuant to this subclause, and only apply to senior practitioners.

6. Is a senior practitioner entitled to payment of recall rates where they work outside their rostered shift during a time at which they were on the on call roster?

Similar to doctors in training, any entitlement to recall for senior practitioners is dictated by whether or not a recall has in fact occurred, not whether they are on call.

Note, the circumstances of subclause (2)(a)(ii), as addressed at Part 2 of this FAQ, are not applicable to any assessment of recall pursuant to this subclause.

7. Does a 3 hour minimum apply to recall under subclause (2)(a)(i)?

Yes. Pursuant to clause 33(d) or clause 6(d) of Schedule 2 of the Agreement, a practitioner recalled to work pursuant to subclause (2)(a)(i) is entitled to a minimum 3 hour recall payment.

PART 2 – SENIOR PRACTITIONER WORKING BEYOND THEIR PROFESSIONAL COMMITMENT

Part 2 of this FAQ applies in circumstances where a senior practitioner has finished their ordinary rostered shift and was working beyond their professional commitment.

8. Who does subclause (2)(a)(ii) apply to?

Recall pursuant to subclause (2)(a)(ii) applies only to senior practitioners, subject to the criteria outlined at Appendix A and C of these Guidelines being met.

9. Must all criteria under subclause (2)(a)(ii) be met for recall to be endorsed?

Yes. All three criteria under (2)(a)(ii)(A), (2)(a)(ii)(B) and (2)(a)(ii)(C) must be met and authorised by the Head of Department (**HoD**) before recall rates are paid. Refer to Appendix C of these Guidelines.

10. What form of instruction is required to trigger subclause (2)(a)(ii)?

No parameters have been provided in the Agreement and given matters may be urgent, either verbal or written directions from an authorised person will suffice.

An authorised person may include, but is not limited to:

- HoD;
- Senior Medical Officer (WACHS);
- Medical or Nurse Co-Director; or
- Director of Medical Services.

Health service providers (**HSPs**) may choose to clarify the required mode of direction, and relevant delegated authority allowed to issue instructions, through local policies or guidelines.



11. Does recall under subclause (2)(a)(ii) overtake professional commitment hours?

No. Professional commitment remains unquantified and practitioners must still meet professional commitment obligations, consistent with subclause 22(2)(c) of the Agreement.

Recall payment is limited to work performed beyond the practitioner's professional commitment. Whether a practitioner has satisfied their professional commitment is a complex, multifaceted matter which includes exercising a high level of professional judgment and clinical competence; therefore, is subject to HoD discretion.

12. What kind of work areas is access to subclause (2)(a)(ii) recall provisions expected in?

HSPs have identified areas where access to recall provisions may be expected, including but not limited to:

- Intensive Care Units;
- Emergency Departments; and
- General Surgery (which affects surgeons and anaesthetists).

The list above does not automatically deem recall to have occurred. An assessment is required based on the circumstances of each application for, or instance of, a potential recall.

13. What kind of scenarios is recall pursuant to subclause (2)(a)(ii) not supported?

When read as a whole, subclause (2)(a)(ii) does not support the recall payments:

- as a substitute for overtime;
- as remuneration for planned or unplanned backfill arrangements or short staffing as a result of a planned or unplanned staff absence;
- ward rounds or routine patient observations;
- theatre overruns;
- for additional pre-planned shifts to fill roster gaps;
- to compensate for ordinary professional commitment obligations; or
- for work performed on the practitioner's own volition and without authorisation.

14. Is a senior practitioner entitled to payment of recall rates in instances where they are not on call?

Yes. Pursuant to subclause (ii) a senior practitioner is entitled to recall rates irrespective of whether they are held on call or not.

However, payment of recall under subclause (2)(a)(ii) requires criteria are met and authorised by the HoD. The senior practitioner may still be on the work premises when summonsed, instructed or required to work the recall.

15. Can a HoD self-authorise recall payment pursuant to subclause (2)(a)(ii)?

No. HoDs are not permitted to authorise their own recall payments.



HSPs may choose to clarify the appropriate delegated authority for approving recall payments through local policies or guidelines.

16. Does recall pursuant to subclause (2)(a)(ii) apply if the senior practitioner is recalled before the commencement of an ordinary rostered shift?

No. This would be recall pursuant to subclause (2)(a)(i).

17. Does a 3 hour minimum apply to recall under subclause (2)(a)(ii)?

Clause 33(2)(e) and clause 6(e) of Schedule 2 of the Agreement explicitly provide there is no prescribed minimum timeframe for recall under subclause (2)(a)(ii).

Generally, subclause (2)(a)(ii) is intended to capture incidences of recall that are emergent or unanticipated and where duration is not known; therefore, no minimum timeframes have been prescribed, and payment will be for the actual time worked.

PART 3 – GENERAL INFORMATION

18. How will recall claims be monitored?

Recall claims should be monitored at HSP level and processed via the P7 form (for recall claims under 2(a)(i)) or the revised P8 form (for recall claims under 2(a)(ii)). The HoD, or equivalent, must approve claims for recall made under clause 33(2)(a)(ii) or clause 6(2)(a)(ii) of Schedule 2 of the Agreement.

From time to time, the System Manager may seek recall data from Health Support Services or HSPs for reporting purposes.

19. Where can I access the P7 Recall or P8 Medical Recall form?

The P7 and P8 forms can be located under “Forms” on [HealthPoint](#).