THE DOCTORS UNION ASMOF QLD

Australian Salaried Medical Officers Federation
Queensland Branch
asmofqld@asmof.org.au
ABN 49 206 267 484
President Dr Hau Tan | Secretary Dr Rachael O'Rourke

MATER MO REPS AND ASMOF QLD BRANCH LOG OF CLAIMS

Claim		
1.	Existing Conditions	Preservation of existing terms and conditions as outlined in Mater Medical Officers Enterprise Agreement 2023. Don't agree entirely. Mater want to use as a starting point and negotiate on some items.
2.	Enterprise Agreement Document	The EA document should be written in plain English without ambiguity to avoid unnecessary disputes over the interpretation of clauses. Mater agrees.
3.	Length Of Agreement	Further Discussion during Bargaining Required. Mater want a 3 year agreement. Representatives have said they'll agree to 3 years if the agreement is acceptable.
4.	Coverage of the Agreement	Further Discussion during Bargaining Required. Agreed, maintain same coverage as the current agreement.
5.	Policy Review	a) Policies referred to in the Agreement to be provided to ASMOF QB for review. b) Approved policies to be enforceable under the Agreement. Mater won't agree as they do not incorporate any policies in to any of their enterprise agreements.
6.	Wage increases and cost of living adjustment.	a) To be discussed further during bargaining. b) Minimum of maintained Pay Parity with Queensland Health MOCA 7. Cost item to be discussed later.
7.	Superannuation	Employer Superannuation contributions increased to 12.5%. Cost item to be discussed later.
8.	Extended negotiations	No disadvantage to medical officers if negotiations extend past 30 June 2025. Mater don't agree.
9.	New progression for SMO's to recognise length of service.	a) Progression to two new pay progression points after 5- and 10-years services post level 2.3. b) After Lvl 2.3, at levels below Eminent and Pre-eminent. Cost item to be discussed later.
10.	Progression to Senior Specialist, Eminent and Pre-Eminent status	Timeframe for process to progress to Senior Specialist, Eminent and Pre-Eminent enshrined

		in EA (ie annual, 6 monthly). Mater agrees to this claim. Call for nominations has occurred in the last 3 weeks. Will incorporate an annual process.
11.	SMO Public holiday work	1) An SMO who is required to work on a public holiday receive one of the following: a) will be paid at Double Time (plus Attraction and Retention) in addition to the ordinary hourly rate. b) receive payment at the ordinary hourly rate, and one day will be added to their annual leave entitlement. 2) An SMO working on Easter Saturday and 25th December: a) will be paid at Double time and a half (150%) (plus Attraction and Retention). b) Or receive payment at the ordinary hourly rate, and one and a half days will be added to their annual leave entitlement. Cost item to be discussed later.
12.	Clinical Support Time	Minimum Clinical Support time increased from 15% to 25%. Cost item to be discussed later.
13.	Shift Workers	Shift workers get 2 additional weeks of annual leave (6 in total). Cost item to be discussed later.
14.	Shift Workers	Shift workers get paid annual leave loading (17.5%) on all weeks of leave. Cost item to be discussed later.
15.	Shift Workers	Shift workers also are eligible for the Christmas concessional day off (as it can be taken within three months of Christmas). Cost item to be discussed later.
16.	SMO Overtime	All overtime paid at double time (plus Attraction and Retention). Cost item to be discussed later.
17.	SMO Fatigue Provisions	a) Fatigue Payment and Penalty Rate for Senior Medical Officers (Same as RMO clause). b) Fatigue Provision for frequent or excessive phone calls when on call. c) Maximum Hours of Work including recall. d) Maximum Number of Hours to be on call continuously. e) Maximum Hours On call per week. f) Above clauses can be bypassed with permission of CMO/Executive Director and demonstration that it is safe to do so.

		g) Monitoring/record keeping of phone calls received when on call. h) Develop protocols to reduce and manage excessive phone calls that disrupt rest periods, with a clear escalation process. Mater is open to a conversation about what this claim might look like. Drew will assist develop some fatigue management protocols. Mater don't think they can fix it now, but over the life of the agreement. Mater do want to work collaboratively with the unions to fix it though. They do want to improve fatigue management as a shared responsibility.
18.	Specialist Status	Senior Medical Officer with FRACGP or FACRRM recognised as specialists and paid from Level 1-1. Cost item to be discussed later.
19.	Late Career Senior Medical Officers	a) Further discussion during bargaining required. b) Engagement of Late Career Senior Medical Officers and Oncall responsibilities. Mater do not agree. Won't treat employees differently based on age. Places extra pressure on other workers in the unit if they take duties off them.
20.	SMO Vehicle Allowance	a) Allowance detailed in body of enterprise agreement. b) Allowance increased in line with wages. Cost item to be discussed later.
21.	Physical Recall	Minimum 3 hours paid for physical recall Cost item to be discussed later.
22.	Digital Recall	a) Clearer definition. b) Feedback is clause from 2023 not working as intended. c) Members advise not permitted to perform digital recall as there is no mechanism to make an entry when off-site. Mater happy to hear what a clearer definition might look like. Always the intention during the last negotiations that not all medical officers will be able to access this. The ability for SMOs to access digital recall limited by the IT systems. It's not an unintended consequence. However, if there is a clearer definition from us to present they are happy to look at it.
23.	Disturbance Allowance.	a) All Medical Practitioners covered by this agreement who are required, by telephone call or other electronic communications, to undertake duties without returning to the

		workplace will be entitled to payment at the base salary rate for a minimum period of one hour. b) Any further requirement to undertake duties without returning to work that occurs within one hour of the commencement of the first requirement in accordance with clause a) for which a minimum payment is to be made does not attract any additional payment until the time actually worked exceeds one hour. c) Provided that payment beyond the minimum period of one hour is to be calculated on the cumulative hours worked and be rounded up to the nearest half an hour. d) Provided further that 'duties' under this Clause means that action must be taken by the Medical Practitioner such as providing advice. Mater open to further discussion. Have not ruled it out yet. It will cost, but they haven't costed it yet as there is no data. Mentioned the right to disconnect provisions. Will discuss further during the life of the agreement.
24.	Professional Development Allowances	Increased in line with wages. Cost item to be discussed later.
25.	Night Shift Loading	Night Shift Loading Increased. Cost item to be discussed later.
26.	Evening Shift Loading	Evening Shift Loading on all days of the week. Ie evening shifts on Sat/Sunday/PH all get an evening loading in addition to relevant penalty rates. Cost item to be discussed later.
27.	RMO Overtime	a) In some specialties, rostered overtime is being converted to ADO flex due to obligatory signing of a contract – need to stop this. Also, no forced averaging arrangements. b) Pre-approval of certain Overtime conditions. c) RMO to have ability to properly log Overtime in Kronos themselves, not wait for administrative staff to do so. A This issue is being rectified outside of the EA. B The MOCA provision re not needing pre-approval of OT in certain circumstances will be mostly agreed to. C RMOs can log OT in Kronos already.

28.	Rostering	All rostered time paid (including rostered Fly in Fly out work). Mater agree as they are already doing it.
29.	Rostering	Roster changes with short notice (1 week or less) a) Loading to be applied b) Additional incurred costs such as parking, childcare to be reimbursed by the employer. Mater to look at modifying the existing clause that a roster change with less than a weeks' notice can only occur by agreement of those affected. Similar to other Mater EAs.
30.	Parental Leave	In line with ASMOF position statement. Cost item to be discussed later.
31.	Reproductive Leave	10 days paid reproductive Health Leave (non-cumulative) for all MOs in line with Queensland Health Reproductive Leave Policy. Cost item to be discussed later.
32.	Medical Leaders Allowance	a) Deputy Directors clause for Clinical Directors as well as Directors b) Redefine departments and department sizes. c) Allowance increase by 12% plus wage increase. a. Value increased 11% since 2015 EA (in line with wages increases in 2023 EA), but wages increased by 23% (administrative increases between 2018 to 2023 have not been passed on), so actual values decreased by 12%. d) Allowance assigned to role, not to FTE. Ie the full value of the decided director allowance will be provided to the incumbent regardless of total FTE. Level of director allowance decided on based on extent of role, not on FTE. Cost item to be discussed later.
33.	Redundancy package	a) That a redundancy package be included that provides for 3 weeks' pay per year of service or part year of service b) pay out of pro rata long service leave for all employees and provision of outplacement services by an employee-nominated provider. c) Redundancy payout to include base pay plus Attraction and Retention for SMO's d) Payout of unused leave hours (ARL, LSL, Personal leave) to include respective Attraction and Retention Allowance for each SMO.

		Cost item to be discussed later.
34.	Overtime	Automatic approval in limited circumstances similar to QH, such as MET calls, OT etc. Open to that discussion and drafting a clause.
35.	Psychosocial safety in the workplace (Safe Work Australia Model Code of Practice)	a) Reporting mechanism for psychosocial hazards b) Identify risks, assess hazards, control risks and review control measures c) Protection of medical officers from victimisation or reprisal when raising workplace concerns (including notifications without due process). Mater don't agree because they don't believe it's an EA issue. Already have processes in place they believe meet legislative requirements. Extensive protection in legislation already in place.
36.	Mater Mothers Registrar Overtime	Mater Mothers Obstetric Registrars are not paid overtime, obliged to accrue as ADO Flex. Should be paid as OT. This is being fixed outside of the EA. Working on a better model.
37.	Staffing levels at Springfield	Clarity of staffing levels regarding FTE potentially leading to patient safety issues, staff cover and on-call. Mater to provide info at next meeting. Not an EA matter. RMOs to be recruited during the RMO campaign. Will be going to market.
38.	Review of all IT Systems and clinical software.	a) Feedback from members is that systems are hopelessly out of date and Mater should be moving to a similar system as QH (iEMR). b) AI Scribes – Mater to acknowledge transition to AI Scribes and provide infrastructure to facilitate the safe use of this technology. Cost item. Also not an EA matter say Mater.
39.	Supported Supervisor Practice	Provision of supported supervisor practice when an employee returns to work following a period of 6 months or more absence for either illness or parental leave. Mater already has in place processes to ensure safe return to work. Not a matter for an EA. They say the Clinical Director does this following advice from specialty college?
40.	Promotion of well-being	a) System design to promote well-being b) Monitoring of workloads, rostering, overtime, fatigue, access to leave etc c) Reporting of psychosocial hazards or

		unsafe situations d) Well-being Medical Officer at each hospital (allocated FTE) e) Exit interviews for departing staff by external party f) Psychosocial rostering commitment (excessive weekends, or service terms). Mater don't agree to this claim. They already have systems in place to monitor WHS hazards. Have a robust system in place. Don't contract out exit interviews, they do it internally. Don't agree to a well-being medical officer. Will invite Nick Hollebone to a future meeting.
41.	CCMO Overtime	A flat rate of 150% for all hours worked in excess of 76 hours. Cost item to be discussed later.
42.	CCMO -Locum rate for extra shifts	Locum rate for extra shifts under 76 hours per fortnight as previously shown in contract as up to 76 hours. Cost item to be discussed later.
43.	CCMO – Reinstatement of PDL	Current arrangement does not provide for 10% non-clinical hours. Cost item to be discussed later.
44.	CCMO – College/ Course Fee Allowance	Payable on an annual basis. Cost item to be discussed later.
45.	CCMO – Annual Leave entitlements	Six weeks annual leave to match Registrar/SMO entitlements for 24/7 per week shift workers. Cost item to be discussed later.
46.	CCMO – Parental Leave	Increase of parental leave to fourteen weeks paid leave. Cost item to be discussed later.

Notwithstanding the above, parties may elect to withdraw or add further claims at any time during the bargaining process.