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AMA ACT Claims

This document (the “AMA ACT Claims” as authorised bargaining representative) wholly replaces as a reference, but is consistent with, our 16 June and 16 July 2021 correspondence.

All parties are requested to refer exclusively to this document ongoing as it is the accurate, consolidated representation of the AMA ACT Claims.

We reserve rights to introduce new claims.

1. Wages and Length of Agreement

- 1.1 We support the Unions of ACT all of government wages claim.
- 1.2 Two (2) year length of agreement - subject to total package agreement.

2. Original (16 June 2021) Claims

2.1 Recognition of Leave Entitlements:

- Insert new Clause – *“All entities covered by this agreement will recognise prior service of employees previously employed at another of the entities covered by this agreement, for all purposes related to accrual of and access to employee entitlements or employer policies.”*

“For the avoidance of doubt, an employee’s service at the University of Canberra Public Hospital will be recognised as prior service for the purposes of this claim.”

2.2 Annual Leave Approval

- Insert New Clause - *“All annual leave applications by Medical Officers must be approved or declined within a maximum period of no more than four (4) weeks from the date of application. Once granted, annual leave approvals cannot be withdrawn”*

2.3 Additional Weeks Leave for Saturday/Sunday Shift Work

2.3.1 Delete Clauses 85.7 and 85.8

2.3.2 Insert new Clause 85.7 – *“A Medical Officer rostered to work, or rostered to be available to work, and undertakes work pursuant to the roster will be entitled to additional annual leave at the rate of one tenth of a working week for each Sunday so rostered, up to a maximum of 5 days per calendar year.”*

2.4 Salary Packaging

- Salary packaging will be permitted for any employee up to the annual limit of the employee’s entitlement, regardless of the duration of the employee’s employment in that FBT year.

2.5 Digital Recall for Medical Officers

2.5.1 Insert new definition in Dictionary – *“Digital Recall” means: a Medical Officer on-call who is called-back to perform duty and is able to perform that duty using appropriate digital resources without the need to leave their residence or other location remote to their place of employment and/or without the need to return to the place of employment.*

Digital Recall includes, but is not limited to work that requires access, review and/or creation of a record containing a patient's medical information and includes clinical decision documentation. Review of information that would reasonably be conveyed effectively verbally by phone is not considered to be Digital Recall.”

2.5.2 Amend sub clause 41.5 to include reference to *“Digital Recall”*.

2.6 Payment and Payslips

2.6.1 Pay and payslips must relate to the immediately preceding pay period.

2.6.2 Payslips must provide specific, detailed information directly aligned to agreement entitlements and be capable of lay understanding as to what has been paid, and for what work, as related to overtime, penalties and allowances et al.

2.7 Accrual and Cashing Out of ADOs

2.7.1 Employees will be entitled to accrue ADOs without limit.

2.7.2 Employees will be entitled to ‘cash out’ any or all ADOs during the course of their employment

- 2.7.3 The employer will, at the termination of an employee's employment, pay out all accrued ADOs on the basis that credit is calculated at 7.6 hours of the employee's classification at the date of termination, including any ADOs partly accrued.

2.8 Standardised Payroll for NSW Rotations

- Insert new Clause: *"When on rotation in NSW, overtime payments must occur in accordance with this Agreement".*

2.9 Establish Correct Alignment Between Published Rosters and Authorised Timesheets

- Insert new Clause - *"To assist with the employer's workplace, health, safety, wellbeing, and fatigue management duties, through guaranteeing capability to properly audit hours of work, there will be a prohibition on amending primary documents relating to employee entitlements that arise under this Agreement."*

2.10 Protected Time for DITs to Attend Internal Administrative Committees

- Insert new Clause – *"A JMO / DiT appointed to an employer endorsed committee, whether that committee be attached a health facility or otherwise, will be granted leave for the purpose of attending such committee meetings."*

2.11 Rostering Practice

- 2.11.1 Clause 19.16 be deleted and replaced with: *"An employee must have at least two consecutive days free from any duty in each calendar fortnight."*

- 2.11.2 Consequential amendments consistent with 2.11.1 above to clauses falling under the Agreement subheading "Rostering of Days Free from Duty".

2.12 Unrostered Overtime

- Insert new Clause – *"Rosters must include all working hours including theatre preparation, ward rounds, completing discharge summaries (and for Registrars only) Training Time in accordance with Clause X."* [X - new Clause dealing with Training Time – see Claim Items 3.6 and 3.11 below].

2.13 Learning and Development / Education and Training for JMO

Rates increased as follows:

- Clause 108.1.1 - \$5,200 per annum
- Clause 108.1.2 – \$3,978 per annum
- Clause 108.1.3 - \$3,380 per annum

2.14 Taxi Vouchers – Fatigue and Personal Safety

- Easy access to ACT Health supplied taxi vouchers where the medical officer reasonably believes they are fatigued from work or have completed night or lengthy shift.

2.15 Parental Support Infrastructure (see claim Item 3.2 below)

- Dedicated lactation room provided for the purposes of breastfeeding or expressing breastmilk. These rooms must be safe, clean, and quiet, separate from similar patient facilities, not to be used for any other purpose, easily identifiable and accessible, shielded from view and free from intrusion from co-workers and the public.

2.16 JMO Vocational Trainees

- Training contracts for a minimum two years applicable for all classifications. Notwithstanding this, we also recognise that three-year training contracts may be appropriate in some circumstances, for example, Basic Physician Trainees.

3. Additional (16 July 2021) Claims

- 3.1 Paid **domestic violence leave** of up to 20 days per annum (codified in EBA).
- 3.2 Reimbursement of **childcare costs** where an employee is recalled to duty without 24 hours' notice.
- 3.3 **Cover** will be guaranteed for an employee's planned authorised leave absence.
- 3.4 Performance management / procedural **fairness rules**, guarantees.
- 3.5 **Beefed up** sexual harassment, bullying **protections** (including mandate to involve workplace safety inspectorate).
- 3.6 Free from service paid, five (5) hours per week **rostered teaching / training time** (or paid free study release).
- 3.7 Protocol to manage **excessive on call**.
- 3.8 As part of fatigue review – ACT Health to implement a fatigue and hours' worked survey, using the **AMA's safe hours audit tool**, modified by agreement for that specific purpose.
- 3.9 Recovery of **overpayment** management rules to require **auditable evidence**, agreement and agreed re-payment plan before any deduction to repay.
- 3.10 **Higher duties** if perform at least some of the elements of a higher classification **paid per hour of activity** and adjusts base for purposes of calculating penalty and allowances for that shift.

3.11 **Training time for night shift** auto paid as an allowance (as teaching will not be available).

3.12 Penalty for **late roster** posting.

3.13 Clause 105 – complete redesign of **education entitlements** to automatically create eligibility for an accredited trainee:

3.13.1 One (1) week paid conference / private study leave per annum.

3.13.2 Two (2) groups of 4 paid days for pre-exam and exam attendance (usually there are two (2) exams).

3.14 Insert two (2) new Clauses – *“Each separate entity party to this Agreement shall make available to medical officers an annual written report on the steps taken to mitigate the worsening effects of **climate change**”.*

new Clause – “Any action subject to the consultation provisions of this Agreement must be demonstrated to include consideration of climate change mitigation”.

3.15 For the purposes of Clauses 29, 124, 125, 128, 129 and 131 (not necessarily exclusive list), insert the words: *“and Australian Medical Association (ACT) Limited”* or *“and AMA (ACT)”* as appropriate after a reference to the word: *“union”* or *“unions.”*

4. AMA ACT Support for ASMOF ACT Claims

AMA ACT agrees with, and supports, the ASMOF ACT claim principles and specific measures as set out in the correspondence of 3 June 2021.

In particular, AMA ACT supports the emphasis on gender equity, clinician engagement in decision making, an end to excessive workloads, and the implementation of the reform agenda. In providing this support, AMA ACT intends to work with ASMOF ACT on the corresponding parts of our claims and generally, to ensure there is the required sound foundation to attract and retain the high-quality medical workforce the ACT community deserves.

The AMA ACT will specifically act to progress the following features of the ASMOF ACT claims:

4.1 Doctors-in-Training

- A. roster design rules (publication in advance to 6 weeks, design based on job size after consultation).
- B. rostered, guaranteed cover, and protocol to guarantee, in hours teaching time is paid “free from service”.
- C. paid out of hours teaching time.

4.2 Specialists

- A. Restraint on amount of, and compensation for, additional hours in excess of 38 hours. Minimum individual guarantee of protected free form service teaching / administrative time at least 20 percent of ordinary hours.
- B. On Call and Recall definitions and pay methodology modernised to reflect national public health medical officer standards.
- C. unrestricted classification increment advancement.
- D. undisturbed private practice arrangements (other than facility fee to be 10 percent).
- E. option for Medical Education Expenses to be converted to automatic allowance.

4.3 Generally Applicable

- A. Calvary bound to public hospital terms inclusive of continuity of service and accrual recognition.
- B. Fatigue and workload management benchmarking and defined triggers for intervention.
- C. Simplified, medical officer specific, entitlement claim authorisations and forms with forms included in schedules to the Agreement.
- D. Paid parental leave of 16 weeks at full pay.
- E. Improved child care access.
- F. Climate change mitigation obligations.
- G. Unrestricted salary packaging.

END – 28 July 2021