

## **ASMOF QLD BRANCH**

### **Indicative Log of Claims**

### **Senior Medical Officers (SMO) Enterprise Agreement (Agreement)**

1. **Claim:** Wage increases. Further discussion during bargaining required.
2. **Claim:** Length of Agreement. Further discussion during bargaining required.
3. **Claim:** Preservation of all existing terms and conditions of employment.
4. **Claim:** Coverage of the Agreement. Further discussion during bargaining required.
5. **Claim:** Parties to the Agreement. Further discussion during bargaining required.
6. **Claim:** Policies referred to in the Agreement to be provided to ASMOF QB for review. Approved policies to be enforceable under the Agreement.
7. **Claim:** Annual leave increased to 6 weeks per annum (for public holidays).
8. **Claim:** Special leave for close contacts, asymptomatic and positive Covid-19 cases. Further discussion during bargaining required.
9. **Claim:** Communications package. Further discussion during bargaining required.
10. **Claim to discuss:** Parental Leave entitlement, to include adoption, surrogacy, and fostering, increased to 26 weeks. Ability to share leave between parents, remove 12 month qualifying period, allow interaction with other forms of leave. Further discussion during bargaining required.
11. **Claim to discuss:** Recognition of prior service across other public health services, i.e.: affiliated services such as St Vincent's in Victoria. Facilitate skill transfers, advantage to interstate contracts, diversity of experience by increasing opportunities for recruitment, improve recognition as private Not for Profit with good career opportunities. Further discussion during bargaining required.
12. **Claim: Rest Pauses**
  1. SMOs are entitled to paid rest pauses, taken in the employer's time, as follows:
    - (i) one 10-minute rest pause for an employee who works 6 ordinary hours or less in any day; or

(ii) two 10-minute rest pauses for an employee who works for more than 6 ordinary hours in any day.

2. With agreement between the employee and employer, rest pauses may be taken together to form one 20-minute break.

13. **Claim: Superannuation contributions** will be made to a fund of the employee's choice, provided the chosen fund is a complying superannuation fund that will accept contributions from the employer and the employee.

14. **Claim: Clinical Support Time** A minimum of 10% clinical support time will be available for the SMO of each medical operational unit with allocation of clinical support time duties determined by the Clinical Director. It is the expectation that the distribution of clinical support time is a minimum of 10% allocated to individuals, rather than on a collective basis.

15. **Claim: Professional Development Allowance** to increase to \$21,500 and be indexed to wage increases.

16. **Claim: Digital Recall**

A SMO on call and who is recalled to perform duty and is able to perform that duty using appropriate (meaning suitable or right for a particular situation or occasion) digital resources without the need to leave their residence and/or without the need to return to the facility will be remunerated for the digital recall accordingly:

- SMO - a minimum of 30 minutes at 200% of the relevant base rate for each time the employee performs such duties.

An exception to this is any digital recall within the minimum period of thirty minutes shall not be regarded as a separate digital recall.

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, care or treatments received, test results, diagnoses, and/or medications taken and includes clinical decision documentation. Examples of digital recall include, but are not limited to, participating in an after-hours service such as advice on medical images.

### **Physical Recall**

In the event of a SMO on call being recalled to the facility or service to perform duty, the SMO will be paid for the time worked at 200% of their hourly base rate. The time payable for recall will be calculated as from home and back to home with a minimum payment of two hours in respect of the first recall and one hour for any subsequent recall within any period of 24 hours.

An exception to this is any recall within the minimum period of two hours may not be regarded as a separate call out.

Review of information that would reasonably be conveyed effectively verbally by phone is not considered to be digital recall.

### **Digital Recall with Physical Recall**

A SMO who is on call and who is recalled to the facility or service to perform work within 30 minutes of the commencement of performing digital recall, will be paid a minimum payment as follows:

- SMO - a minimum of 2.5 hours at 200% of the relevant base rate for the first instance, and 1.5 hours at 200% of the relevant base rate in subsequent instances within any period of 24 hours.

### **17. Claim to discuss: Supplementary Benefit (previously known as Right of Private Practice)**

The parties agree that retention of skills and experience of medical officers is crucial to the effective functioning of the Mater and further that is necessary to attract people with such skills and experience to work for the Mater. With this aim, the following allowance will apply:

**For discussion during bargaining:** For Specialist medical practitioners (and specialist general practitioners) an allowance of XX% of base salary.

The above will form part of the Agreement.

### **18. Claim: Motor Vehicle Allowance for SMOs**

1. SMOs are entitled to a motor vehicle allowance (MVA) in lieu of being provided with a motor vehicle. The annual MVA will be paid in fortnightly instalments through the payroll system. Part-time SMOs will receive a pro- rata amount of the full-time rate.
2. The entitlement for full-time SMOs is equivalent to \$21,000 - \$25,000 per annum, subject to the level and/or classification of the SMO.
3. The motor vehicle fortnightly allowance is to be paid on periods of paid leave. If leave is taken at half pay, the allowance shall be paid at half pay. Where leave without pay is taken, the allowance is not payable for the duration of the unpaid leave period.

### **19. Claim: Additional Claims**

1. Notwithstanding the above, parties may wish to add further claims as part of the bargaining process.