

Medical Officers' (Queensland Health) Memorandum of Understanding 2009

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PART 1 - PRELIMINARY MATTERS

1.1 Title

This document shall be known as the *Medical Officers' (Queensland Health) Memorandum of Understanding 2009 (Doctors' MOU 2009)*.

1.2 Parties Bound

The parties to this Agreement are the:

- The Queensland Public Sector Union of Employees (QPSU);
- Salaried Doctors Queensland Industrial Organisation of Employees (SDQ), and
- Queensland Health.

1.3 Application

This Memorandum of Understanding shall apply to Queensland Health, salaried medical officers employed by Queensland Health and the Office of the Medical Board, the QPSU and SDQ.

1.4 Date and Period of Operation

This Memorandum of Understanding shall operate from the date of signature by all parties and expire on 31 May 2012.

PART 2 – INDEMNITY

2.1 Queensland Health will extend its current indemnity policy to cover the following circumstances:

- (a) Where a salaried medical officer engaged by Queensland Health is referred by the Medical Board to the Health Practitioners' Tribunal on the basis of clinical decision making in the course of their engagement for Queensland Health, legal assistance and representation will be provided by Queensland Health, at the request of the practitioner; or
- (b) Where a salaried medical officer engaged by Queensland Health is required by Queensland Health, because of operational needs, to continue working notwithstanding that the medical practitioner is or may become fatigued, legal assistance, representation, and indemnity with respect to damages and costs, will be provided by Queensland Health, at the request of the practitioner, where the incident the subject of the request would not have occurred but for that fatigue.

PART 3 – RESEARCH, EDUCATION AND TRAINING

- 3.1 Queensland Health acknowledges that medical education; training and research are part of its core business.

PART 4 – WORKPLACE FACILITIES

- 4.1 During the life of this agreement medical officers will continue to be progressively provided with access to appropriate workplace facilities in accordance with the “Medical Officer Facilities and Guidelines for Queensland Health Facilities” developed by the Medical Interest Based Bargaining group (MIBB) during the *Medical Officers' (Queensland Health) Certified Agreement (No.1) 2005 (MOCA 1)*.
- 4.2 Implementation of the standards applying to common rooms and rest facilities will have the highest priority in any upgrade to facilities.

PART 5 – RESIDENT MEDICAL OFFICERS

- 5.1 No Intern will be requested or required to work in a more senior position and must at all times have designated and available supervision.
- 5.2 Junior House Officers and Senior House Officers who are requested to work in a more senior position must have completed appropriate training to enable safe clinical practice and also be adequately supervised by senior medical staff.

PART 6 – EMERGENCY MEDICINE

- 6.1 Queensland Health is committed to addressing the issue of access block. The Director General has endorsed an 8 point plan to address this issue. The 8 points are:
- (a) Implementing robust internal processes to improve bed availability.
 - (b) Ensuring timely and appropriate discharge protocols are in place with Executive Directors of Medical Services and Nursing directly involved in managing this.
 - (c) Enabling key staff to have input into developing strategies to reduce pressure on Emergency Departments.
 - (d) Introducing into performance contracts for District CEOs' personal accountabilities for managing organisational issues impacting access block.
 - (e) Focussing on whole of hospital performance indicators for access block.
 - (f) Developing and implementing predictive software to enhance bed management.
 - (g) Working with the Divisions of General Practice to enhance access to GP and other community-based services.
 - (h) Creating a senior position within Queensland Health to bring an organisation wide focus to improving emergency services and links with Intensive Care issues.

The QPSU and SDQ are committed to supporting these initiatives and will be provided with reports on their progress through the MOCA 2 Consultative Group.

PART 7 – INTERNATIONAL MEDICAL GRADUATES (IMG)

- 7.1 Pre-employment packs for IMGs will include adequate and timely information on the need for health insurance.

- 7.2 Queensland Health agrees to centralise oversight of IMGs' recruitment via the implementation of the nationally agreed and consistent assessment processes for IMGs.

PART 8 – RESEARCH TRUST FUNDS

- 8.1 Queensland Health commits to continued funding of the resident medical officer (RMO) and Emergency Medicine trust funds.

PART 9 – RURAL RELIEVING REMUNERATION ARRANGEMENTS

- 9.1 Queensland Health commits to implementation of an HR Policy on Rural Relieving Remuneration Arrangements to be developed in consultation with the parties to this agreement.

PART 10 – TIME OFF IN LIEU (TOIL) OF OVERTIME – SITE TRIAL

- 10.1 The parties agree to trial the implementation of TOIL provisions for senior medical officers during the life of this agreement.

- 10.2 Within 6 months from certification of the agreement Queensland Health will release a memorandum to District Chief Executive Officers seeking nominations from clinical work units to be included in the trial:

- a) Prior to nominating, there must be agreement by the director of the clinical work unit and by the majority of senior medical officers in the affected clinical work unit to participate in the trial. Those who vote against the trial will not be forced to participate.
- b) The total number of participant clinical work units will be a maximum of ten (10).
- c) Nominations must include detail of how the trial is going to be assessed, including but not limited to:
 - i. how data is to be collected concerning the accrual of TOIL and other leave entitlements;
 - ii. how often TOIL is not used within the timeframe limits and is converted into payment;
 - iii. should a nomination provide insufficient detail of how the trial is going to be assessed, Queensland Health may exclude that CWU from participating.
 - iv. the results of the trial will be tabled at MIBB within 18 months of the commencement of the trial to determine whether TOIL arrangements will be implemented on an on-going basis; and
 - v. costs of trial – cost neutrality must be maintained.

- 10.3 The following TOIL provisions will be applicable to trial sites

- a) Those hours worked by a senior medical officer, classified as 'overtime' will accumulate as time off in lieu of overtime payments.
- b) An employee will have the election to use any approved overtime worked as:
 - i. Overtime payments; and/or
 - ii. Accrued time off (TOIL) up to a maximum of five (5) hours accumulated in any one pay period.
 - iii. An employee must make their election known to their supervisor and have this recorded for the purposes of the trial. Overtime can be accessed as all TOIL, all overtime payments or a combination of TOIL and overtime payments. Elections, once made, cannot be changed. TOIL must be scheduled by mutual agreement between the employer and employee. Any accumulated hours beyond five (5) must be paid as overtime.
- c) TOIL not utilised in the current or immediately subsequent pay period in which the overtime is performed will be paid out on a time for time basis (irrespective of the day on which the overtime is performed)."

Signed for and on behalf of Queensland
Health:
Print Name:

Signature

Date

In the presence of:

Signed for and on behalf of The Queensland Public
Sector Union of Employees:
Print Name:

Signature

Date

In the presence of:

Signed for and on behalf of the Salaried Doctors
Queensland, Industrial Organisation of Employees:
Print Name:

Signature

Date

In the presence of:
