

Medical Officers' (Queensland Health) Memorandum of Understanding 2005

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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 2005 (Doctors' MOU)*.

1.2 Parties Bound

The parties to this Agreement are the:

- Australian Salaried Medical Officers Federation, Industrial Organisation of Employees, Queensland;
- The Queensland Public Sector Union of Employees; and
- Queensland Department of Health.

1.3 Application

This Memorandum of Understanding shall apply to health services conducted by/on behalf of the State of Queensland as follows:

- Medical Practitioners of Queensland Health (i.e. Health Service Districts, Pathology and Scientific Services, Public Health Services and Corporate Office) who are employed pursuant to Awards listed in Clause 1.6; the unions signatory to this Agreement; and to the Director-General Department of Health as the employer in relation to such employees.

1.5 Date and Period of Operation

This Memorandum of Understanding shall operate from the date of signature by all parties and expire on 31 August 2008.

1.6 Relationships with Awards and Agreements

The Memorandum of Understanding will be read in conjunction with the *Medical Officers' (Queensland Health) Certified Agreement (No. 1) 2005* and existing Awards covering employees covered by this agreement.

Relevant Awards are:

- *Medical Superintendents with Right of Private Practice and Medical Officers with Right of Private Practice – Queensland Public Hospitals Award – State 2003;*
- *Public Service Medical Officers' Award – State 2003;*
- *District Health Services Senior Medical Officers' and Resident Medical Officers' Award – State 2003.*

1.7 Prevention and Settlement of Disputes relating to the interpretation, application or operation of this Memorandum of Understanding

The parties will use their best endeavours to co-operate in order to avoid grievances arising between the parties or between an employer and individual employees. The emphasis will be on negotiating a settlement at the earliest possible stage in the process. Two or more current grievances made by the same employee about related matters, or a grievance from more than one employee about related matters may be dealt with as one grievance.

In the event of any disagreement between the parties as to the interpretation, application or implementation of this Memorandum of Understanding, the following procedures shall be followed:

- (a) A grievance is identified at the local level by a recognised union representative, the employee/s concerned or a management representative and an initial discussion should take place at this level. This stage shall take no longer than 7 days;
- (b) If the parties at the local level cannot resolve the matter, it should be referred to either the relevant union official for the enterprise in the case of employees or to the District management (or equivalent) in the case of management, for resolution. This Stage shall take no longer than 14 days;
- (c) If the matter cannot be resolved, then either party shall refer the matter to the Medical Interest Based Bargaining (MIBB) Group. Where the MIBB Group forms a unanimous view on the resolution of the grievance, this is the position that must be accepted and implemented by the parties and shall be given effect by the Chief Executive Officer;
- (d) Where a bona fide safety issue is involved the Health Service District (or equivalent) shall ensure that:
 - The status quo prior to the existence of the grievance or dispute is to continue while the procedure is being followed; and/or
 - Employees shall not work in an unsafe environment. Where appropriate the employees shall accept reassignment to alternative suitable work/work environment in the meantime;
 - The employer/management in conjunction with the Occupational Health and Safety Committee will promptly ensure that the problem/s is/are resolved having regard to occupational health and safety standards;
- (e) Provided that maintenance of the status quo shall not apply in an unsafe environment; and
- (f) If the matter identified in subclause (iii) remains unresolved then either party may refer the matter to the Queensland Industrial Relations Commission.

Without limiting an employee's right to pursue a grievance, no party shall use the grievance procedure to prevent introduction of the outcomes of organisational change or restructuring or to limit matters agreed between the parties in accordance with Award provisions.

For the purposes of this Clause of the Memorandum of Understanding status quo shall mean:

“Whilst the grievance is being followed, work shall continue as it was prior to the grievance occurring except in cases of safety hazards, sexual harassment, or conflict between a religious or other similar belief and the performance of a specific authorised work activity.”

PART 2 – INDEMNITY

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

- (a) Where a medical practitioner 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 medical practitioner 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.
- 3.2 The MIBB Group will oversee a project to consider the Forster recommendations, as they relate to medical education and research, and develop potential models for the better delivery and/or management of research, education and training that reflects the Queensland Government's Smart State agenda.

This project will commence in January 2006 and a report will be completed ready for Board of Management consideration, and if necessary referral to Cabinet, by 31 July 2006.

PART 4 – WORKPLACE FACILITIES

- 4.1 Doctors will progressively be provided with access to appropriate workplace facilities during the life of this Memorandum of Understanding.
- 4.2 The MIBB Group will develop Queensland Health specific standards for medical officer workplace facilities and submit to the Board of Management for approval. When developed, each standard will specify the current barriers to meeting the standard and the timeframes within which districts must comply with the standard.
- 4.3 A standard will be developed by 31 March 2006, which will require access be provided to a medical officer common room. Remaining standards, including access to the Internet and other educational facilities, will be developed by September 2006. This shall not preclude the provision of internet access to Resident Medical Officers in a phased manner, where locally negotiated and practically possible.

PART 5 – MOTOR VEHICLES

5.1 Part Time Senior Medical Officers

- (a) From 1 January 2006 part time Senior Medical Officers will have the choice of retaining a fuel card (if eligible) or accepting an allowance equivalent to cost neutral cash out of a motor vehicle lease and petrol. It will not be possible to cash out only the vehicle and retain the fuel card.
- (b) For SMOs eligible for a Group A vehicle the cash out amount would equate to the relevant pro-rata percentage of \$10,200 pa or \$11,800 pa for a Group B vehicle.

5.2 Full Time Senior Medical Officers

Queensland Health is consulting with central agencies in relation to whole of government policy implications that may arise if additional flexibility is built in to the motor vehicle entitlement eg. diversifying the range and/or cashing out the value. Any improvements in the package will be implemented administratively in full consultation with the MIBB Group.

PART 6 – PRIVATE PRACTICE

- 6.1 Private practice arrangements will be dealt with outside of the enterprise bargaining arrangements.
- 6.2 MIBB will consider current arrangements/alternate models with a view to optimising the arrangements for all.
- 6.3 It has been agreed that a private practice contract including the 35% (but not 45%) private practice allowance will be extended to medical superintendents in lieu of their current private practice allowances. It has also been agreed that private practice contracts will also be made available to Senior Medical Officers placed on the C2 scale. The details of these arrangements will be fully developed through MIBB and will be implemented no later than 1 July 2006. The arrangements for Medical Superintendents may include clauses that relate to the continuing requirement to meet specified performance outcomes related to both clinical governance and management of private practice arrangements.

PART 7 – RESIDENT MEDICAL OFFICERS

- 7.1 No Intern will be requested or required to work in a more senior position and must at all times have designated and available supervision.
- 7.2 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 8 – EMERGENCY MEDICINE

Without altering the general pattern of senior cover, Senior Medical Officers currently working voluntary after hours arrangements undertake to use their best efforts to provide a reasonable level of senior cover while awaiting health systems reforms and on the assumption that medical recruitment is addressed as a priority. Queensland Health acknowledges that the general pattern of senior cover will change in circumstances where the service is no longer reasonably sustainable. The issue of sustainability will take into consideration the number of extended hours shifts worked per doctor and the ability of staff to access leave entitlements.

PART 9 -FUTURE OF MIBB

- 9.1 Queensland Health is committed to improving its relationship with medical unions and the medical workforce.
- 9.2 The MIBB Group will play a key role in the development and implementation of strategic workplace changes arising from the Forster Report and the Morris/Davies Inquiry and strategic workforce reform on an ongoing basis.
- 9.3 The MIBB Group will be the peak consultative forum for doctors and their unions within Queensland Health.
- 9.4 The MIBB Group will also be used to continue to develop a range of without prejudice solutions for Board of Management and/or government consideration and/or to work collaboratively with unions on issues such as, but not limited to:
 - (a) Establishing models for high quality education, teaching and research for the medical workforce;
 - (b) Private practice models;
 - (c) Technology and communications for the medical workforce;
 - (d) Improving the standard of workplace facilities available to doctors;
 - (e) Models for engaging junior doctors;
 - (f) Developing an agreed interpretation of which duties qualify for payment of overtime penalties to Senior Medical Officers;
 - (g) Effective mechanisms for managing medical officer workload;
 - (h) Development and implementation of integrated service and training programs to form a career pathway for doctors that wish to work as rural generalists;

- (i) Standardised definitions and implementation of proximate, remote call and stand by as they apply to both senior and Resident Medical Officers;
- (j) Better packaging of benefits for non-metropolitan doctors;
- (k) Providing appropriate support for overseas trained doctors; and
- (l) Implementation of recommendations arising from the Queensland Health Emergency Medicine Taskforce.

Medical Officers' (Queensland Health) Memorandum of Understanding 2005 (Doctors' MOU)

Signed for and on behalf of the Australian Salaried
Medical Officers Federation, Industrial Organisation
of Employees, Queensland:

Print Name:

Signature

Date

In the presence of:

Medical Officers' (Queensland Health) Memorandum of Understanding 2005 (Doctors' MOU)

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

Print Name:

Signature

Date

In the presence of:

Medical Officers' (Queensland Health) Memorandum of Understanding 2005 (Doctors' MOU)

Signed for and on behalf of the Queensland
Department of Health:

Print Name:

Signature

Date

In the presence of:
