

Proposed Medical Officers' Certified Agreement No.4 2015 (MOCA4)

Summary of the proposed agreement

Queensland Health is working to rebuild its relationship with clinicians, recognising the professionalism and personal commitment of doctors to both the health system and the patients we serve.

Under changes to the *Industrial Relations Act 1999* and *Hospital and Health Boards Act 2011*, senior medical officers (SMO) will move from individual contracts to coverage under a collective agreement that reinstates fair terms and conditions of employment.

The Queensland Government has restored collective bargaining rights to senior clinicians, along with employment security and full access to the Queensland Industrial Relations Commission.

The following sets out a proposed new certified agreement covering SMOs and resident medical officers (RMOs) employed by the Department of Health and Hospital and Health Services (collectively referred to as Queensland Health).

This new proposed agreement will be called the Medical Officers (Queensland Health) Certified Agreement (No. 4) 2015.

The table below summarises some of the main features of the proposed Medical Officers' (Queensland Health) Certified Agreement (No.4) 2015 (MOCA 4).

Please note, this is not an exhaustive list and reference should be made to the full copy of the proposed agreement.

Part 1	Preliminary matters	
Clause 1.2	Parties Bound	<ul style="list-style-type: none"> • Queensland Department of Health (Queensland Health) (ABN 66 329 169 412) • Hospital and Health Services (HHS) • Together Queensland, Industrial Union of Employees (TQ) • Australian Salaried Medical Officers' Federation Queensland, Industrial Organisation of Employees (ASMOFQ)
Clause 1.3	Application	<p>This agreement shall apply to health services conducted by/on behalf of the State of Queensland as follows:</p> <ul style="list-style-type: none"> • Medical officers employed by Queensland Health (i.e. HHSs, Health Support Queensland, Clinical Excellence, Prevention and Corporate Services) who are employed pursuant to awards listed in Clause

		<p>1.6;</p> <ul style="list-style-type: none"> • TQ, ASMOFQ; and to the Chief Executive of the Department of Health and each HHS established in accordance with the Hospital and Health Boards Act 2011, as the employer in relation to such employees.
Clause 1.4	Duration	The agreement will operate from its date of certification and shall have a nominal expiry date of 30 June 2018.
Clause 1.6	Relationships with Awards and other conditions	<p>This agreement will replace the Medical Officers' (Queensland Health) Certified Agreement (No.3) 2012 (MOCA3) that shall cease to apply from the date of certification of this agreement.</p> <p>This agreement will be read in conjunction with the Medical Officers (Queensland Health) Award – State 2015</p>
Clause 1.7	Objectives of the Agreement	<p>The parties to this agreement are committed to:</p> <ul style="list-style-type: none"> • maintaining and improving the public health system to serve the needs of the Queensland community; • maintenance of a stable industrial relations environment; • collectively striving to achieve quality outcomes for patients; • working to achieve a sustainable skilled, motivated and adaptable workforce; • ensuring that workload is responsibly managed to ensure there are no adverse effects on employees or patients; and • balancing service delivery needs with equity and work/life balance for medical officers.
Clause 1.8	Posting of the Agreement	<p>A copy of this agreement shall be exhibited so as to be easily read by all employees:</p> <ul style="list-style-type: none"> • in a conspicuous and convenient place at each facility; and • on the Queensland Health intranet and internet sites.
Clause 1.9	Prevention and Settlement of Disputes Relating to the Interpretation, Application or Operation of this Agreement	Outlines the procedure for dispute resolution arising from the interpretation, application or implementation of the agreement.
Clause 1.10	Whole of Government Commitments	Whole of Government policies preserved and incorporated as terms of this agreement

Clause 1.11	Preserved Queensland Health Human Resources Policies	Human resources policies preserved and incorporated as terms of this agreement
Clause 1.12	Framework Award Provisions Relevant to Medical Officers	The preservation of provisions relevant to medical officers in the <i>Queensland Health Framework Award – State 2012</i>
Part 2	Wage and salary related matters	
Clause 2.1	Wage increases	<p>Paid in 3 instalments as follows:</p> <ul style="list-style-type: none"> • 2.5% from 1 July 2015; • 2.5% from 1 July 2016; • 2.5% from 1 July 2017.
Clause 2.2	Salary Sacrifice	Outlines provisions for salary sacrificing
Clause 2.3	Classification Structure, Appointments, Increments and Progression	<ul style="list-style-type: none"> • Classification structure and advancement criteria. • Translation of MSPP/MOPPs arrangements.
Clause 2.4	Clinical Managers Allowance/ Medical Managers Allowance	Outlines the criteria for receiving the allowances including new recipients (from 1 November 2012) to not receive the allowance as an all-purpose allowance.
Clause 2.5	Progression to Senior Medical Superintendent with Private Practice	Provides the process for MSPP progression.
Part 3	Industrial relations matters and consultation	
Clause 3.1	Collective Industrial Relations	Acknowledgement that structured, collective industrial relations will continue as a fundamental principle.
Clauses 3.2 and 3.3	Consultative Forums and Commitments to Consultation	Commit to consultation, including the involvement of employees and unions in the co-establishment of consultative forums.
Clause 3.4	Medical Officer Certified Agreement (No. 4) Oversight Committee	Committee established to facilitate agreement implementation, involving representatives of agreement parties.
Part 4	Employment conditions	
Clause 4.1	Hours of Work - RMOs	Outlines hours of work arrangements - 76 hours per fortnight.
Clause 4.2	Hours of Work – SMOs	Outlines hours of work arrangements – 80 hours per

		fortnight.
Clause 4.3	Extended Span of ordinary hours to meet clinical need – Senior Medical Officers	<p>Shifts that are rostered outside the span of ordinary hours in order to meet clinical need may be proposed by the employer or employees who may be affected by any such change.</p> <p>The proposed agreement outlines the consultation process and its requirements and acknowledges the commitment of SMOs to patient care and takes into consideration any suggested alternatives to the proposed roster change.</p> <p>Where an extended hours roster is agreed the implementation process is outlined in Clause 4.3.4 that includes the written agreement of individual SMOs to work the proposed shifts.</p> <p>It also provides what an SMO will be entitled to for working such shifts.</p>
Clause 4.4.1	Overtime - RMOs	<p>A RMO performing additional hours of duty in excess of the ordinary hours specified in Clauses 4.1, of this agreement shall be, subject to approval by the authorised manager paid for such excess duty hours as follows:</p> <ul style="list-style-type: none"> • Monday to Saturday – time and one half of the ordinary rate for the first 3 hours and double time thereafter; • Sunday – double time of the ordinary rate; • Public holidays – double time and one-half of the ordinary rate.
Clause 4.4.2	Overtime – SMOs	<p>An SMO performing additional hours of duty in excess of the ordinary hours specified in Clause 4.2 of this agreement shall be, subject to approval by the authorised manager paid at the rate of 270% of the relevant base rate for such excess duty hours.</p> <p>By agreement an SMO can annualise their overtime.</p>
Clause 4.5	Payment of Penalties Paid as Worked - SMOs	<p>Payment of shift penalties, on call, recall and overtime entitlements will be paid as worked except where a SMO nominates to have entitlements annualised and paid fortnightly.</p> <p>Any agreed annualised payment arrangement must include shift penalties and on-call payments but may not include recall and public holiday entitlements.</p>

		<p>In such cases:</p> <ul style="list-style-type: none"> • a 'cooling off' period of three months from agreement will apply so that an individual SMO may elect to change their initial selection on a one-off basis. • alternatively, an individual SMO may change their option annually (effective from the commencement of the first pay period each financial year). • an individual SMO or employer may renegotiate or cease an annualised payment arrangement when significant change to the individual SMO's work requirements has occurred.
Clause 4.7	Recall - SMO	<p>In the event of a SMO on call being recalled to perform duty, the SMO will be paid for the time worked at 270% of their hourly base rate.</p> <p>The time payable for recall will be calculated as from home and back to home with a minimum payment of two hours.</p>
Clause 4.8	Clinical Support Time	Minimum of 10% of ordinary hours clinical support time available for operational units. However, it is the expectation that all SMOs will have access to some clinical support time
Clause 4.9	Professional Development Assistance - SMOs	<ul style="list-style-type: none"> • Professional development discussed and agreed through a Performance Assessment and Development (PAD) process. • MOPPs/MSPPs included. • Can be taken outside core hours by agreement.
Clause 4.10	Professional Development Assistance - RMOs	<p>To be indexed in line with annual pay rise:</p> <ul style="list-style-type: none"> • \$1,500 for all RMOs (excluding Interns) • \$2,500 for those participating in Vocational Program <p>The allowance will be increased by 2.5% on 1 July 2016 and by a further 2.5% on 1 July 2017</p>
Clause 4.11	On Call	<p>Arrangements for on call arrangements: rates, definition and criteria for RMOs and SMOs. Also provides for fatigue provisions to apply for excessive calls while on call.</p> <p>On Call allowance for SMOs will be paid a rate equivalent to 12% of the hourly base pay rate level for each hour on call.</p>
Clause 4.12	Meal Breaks	Entitlements for meal breaks
Clause 4.13	Higher Duties - RMOs	Outlines arrangements for RMOs

Clause 4.14	Attraction and Retention Incentive Allowance	Made up of: <ul style="list-style-type: none"> • General Attraction and Retention Allowance • Regional and Rural Attraction Allowance • Emergency Department Specialty Allowance
Clause 4.15	Rosters	Where practicable, medical officers not rostered on weekends, or to be on call immediately before or after leave.
Clause 4.16	Commitment to Clinical Productivity	The parties agree to be actively involved in open and collaborative discussion around clinical productivity – which the proposed agreement outlines as the parties actively support the development of clinical models of care and patient safety initiatives that improve patient outcomes, increase productivity and optimise revenue and support the development and implementation of agreed initiatives.
Clause 4.18	Preservation of individual employment arrangements	Individual employment arrangements (previously known as Tier 4C) will be preserved under MOCA 4, in accordance with the terms of those agreements.
Clause 4.19	Motor Vehicle Allowance for SMOs	Part-time Senior Medical Officers will receive a pro-rata amount of the full-time rate based on actual ordinary hours worked.
Clause 4.20	Other practice and Other Business Activity	The medical officer is required to notify the employer of all other engagements, whether as an employee, contractor or business owner
Clause 4.21	Granted Private Practice Agreement	<ul style="list-style-type: none"> • Private practice will operate through a standard Granted Private Practice Agreement. • The life of the granted private practice agreement will be commensurate with the life of this certified agreement. However, SMOs can nominate to change options on a financial year basis, or at another time upon mutual agreement with their employer.
Clause 4.22	Granted Private Practice Commitments	<ul style="list-style-type: none"> • Outlines the commitments SMOs and employers have when an SMO is signs a Granted Private Practice Agreement

Part 5

Fatigue related hours

Clause 5.1	Maximum Hours of Duty for RMOs	Outlines maximum shift length is 12 hours 30 minutes inclusive of meal break.
Clause 5.2	10 Hour Break for SMOs	Provides for an assessment of risk for SMOs who have

		not had a “fatigue break”.
Clause 5.3	10 Hour Break for RMOs	Provides for RMOs to be entitled to 10 hour “fatigue break” following duties.
Clause 5.4	Limited Extension of Fatigue Provisions for Overtime Performed on Weekends	Outlines a RMO cannot be recalled to work after 12 consecutive hours with being provided with a 10 hour “fatigue break”.
Clause 5.5	RMO fatigue provisions when overtime worked on other than an ordinary rostered working day	Provided for an 8 hour “fatigue break” following overtime after 10.15pm and commencement of the next shift.
Clause 5.6	RMO rostering for night work	<p>To manage potential fatigue, a RMO may only work up to a maximum of seven (7) consecutive shifts where the shift:</p> <ul style="list-style-type: none"> • finishes after midnight and at or before 08:00; or • where the majority of hours for the shift are between midnight and 08:00. <p>Where seven (7) such consecutive shifts are worked, RMOs should be free from duty for the following 96 hours.</p>
Clause 5.7	Provision of safe transport	Where a medical officer is identified as fatigued as a result of work, the employer will provide, if required, alternative transport arrangements
Clause 5.8	MSPP/MOPPs - Time Free From Duty	Outlines MSPP/MOPPs are entitled to 8 days free from duty in each 28 day period.

Part 6

Non-metropolitan program

Clause 6.1	Inaccessibility Allowance	Criteria and amounts for incentive scheme for RMOs and SMOs for selected locations.
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Part 7

Workplace bullying

Queensland Health recognises that workplace bullying is a serious workplace issue which is not acceptable and must be eliminated.

Part 8

Organisational change and restructuring

All significant organisational change and/or restructuring that will impact on the workforce shall be undertaken in accordance with:

- Queensland Industrial Relations Commission

Termination, Change and Redundancy Statement of Policy

- Queensland Government “Employment Security Policy”

Part 9

Equity considerations

The parties are committed to the principles of equity and merit

Part 10

Leave reserved/no extra claims

- Parties agree not to pursue any extra claims for its duration
- Agreed outcomes from clause 2.3.1 may be implemented.

Schedule 1

Wage rates

Wage rates (including Medical Manager and Clinical Manager Allowances)

Updated tables

Schedule 2

Policies as at time of certification

Policies as at time of certification

List of applicable policies

Schedule 3

Preserved Queensland Health Human Resources Policies

Preserved Queensland Health Human Resources Policies

Proposed MOCA 4 agreement goes to ballot

Queensland Health's medical officer workforce will be given the opportunity to vote on the proposed agreement through a postal ballot.

Before casting a vote, employees are encouraged to become informed about the contents of the proposed agreement by:

- Reading a copy of the agreement. This can be obtained from your district/division or on the MOCA 4 internet site at www.health.qld.gov.au/employment/conditions/awards-agreements/senior-doctors/default.asp
- Attending local information sessions
- Reading this summary of the agreement
- Contacting your local ballot contact officer
- Contacting your union.

If you have any questions talk to your local information/ballot officers.

Ballot papers will be mailed to postal addresses on Monday 28 September 2015. To vote you must complete the ballot paper. There must only be one ballot only per envelope. Any returned envelope containing more than one ballot paper will be deemed invalid.

The ballot closes by receipt of mail Friday 16 October 2015.