

Queensland Health Offer for a new Medical Officers' Certified Agreement (MOCA4)

Without Prejudice - 23 July 2015

Queensland Health Offer

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.

Through extensive consultation, doctors and their representatives have told us their individual contracts do not provide the necessary protections they need and fail to recognise the professional standing they deserve for their commitment to, and their delivery of, frontline patient care.

Under recent changes to the *Industrial Relations Act 1999* and *Hospital and Health Boards Act 2011*, senior medical officers will move from individual contracts to coverage under a collective agreement that reinstates fair terms and conditions of employment, and elevates the status of clinical considerations in operational decision-making within our Hospital and Health Services.

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 Queensland Health's offer for a new certified agreement covering senior medical officers (SMOs) and resident medical officers (RMOs) employed by the Department of Health and Hospital and Health Services (collectively referred to as Queensland Health).

Representatives from the Department of Health and Hospital and Health Services and unions representing medical staff [Australian Senior Medical Officers Federation Queensland (ASMOFQ) and Together Queensland (TQ)] have held 14 meetings since early May 2015 to progress the development of a new certified agreement.

This offer provides proposed terms for inclusion in a new certified agreement to replace the current *Medical Officers' (Queensland Health) Certified Agreement (No. 3) 2012 (MOCA3)*.

Details of Queensland Health Offer

Wage increases

The new agreement will provide for a wage increase of 2.5% from the 1st day of the month in which in-principle agreement is reached, with a further 2.5% increase on both the 1st and 2nd anniversaries of the 1st wage increase.

Life of the Agreement

The new agreement will be 3 years in duration from the beginning of the month in which in-principle agreement is reached.

Attraction and Retention Allowance

Retention of skills and experience of senior medical officers is crucial to the effective functioning of the Queensland public health system. Further, it is necessary to attract people with such skills and experience to work in Queensland's public health system.

The value of existing Tiers 3, 4a and 4d arrangements within SMO high income guarantee contracts at the time of in-principle agreement will be retained as attraction and retention allowances. These allowances will be at the maximum values currently permitted under the contract framework. As per current arrangements, where an SMO elects to participate in a revenue retention option, the Attraction and Retention Allowance payable will be reduced by 25%.

The allowances will not be linked to the achievement of KPIs and will have no relationship with private practice.

Senior Medical Officers will be required to take part in an annual performance discussion to ensure work goals are aligned with those of their work area, department and Hospital and Health Service but remuneration will not be dependent on such an arrangement.

It is noted the previous high-income guarantee contract arrangements whereby a component of salary was linked to the achievement of key performance indicators (i.e. at risk) will not continue.

Attraction and Retention Allowance (rural and remote locations)

The new agreement will contain provisions to retain the discretionary payment of up to 5% of base salary for SMOs in rural and remote locations. The allowance, which is to be reviewed annually, is currently provided for under contract arrangements and is referred to as the Tier 4AA payment.

Private Practice

Amounts paid in Tiers 3, 4a, and 4d (equivalent to the former supplementary benefit amounts under MOCA3) will be classified as an Attraction and Retention allowance (see above).

SMOs will be required to:

- recognise patient choice between public and private care and to facilitate this choice;
- actively support the development and implementation of initiatives that optimise own source revenue for Queensland Health, including accepting private patients either as inpatients or outpatients when rostered and allowing Medicare Provider Number billing for appropriately performed services; and
- at the time of appointment, complete a Private Practice schedule which will define the private practice option the SMO elects (Assigned or Retained). This schedule will apply for the life of the certified agreement. However, SMOs can change options on a financial year basis, or upon mutual agreement with their health service.

Clinical Support Time

The new agreement will include a commitment for the continuation of MOCA3 arrangements with a minimum of 10% clinical support time to be available collectively for the medical staff of each medical operational unit with the addition of a commitment that each individual medical officer will be allocated some of this time.

Consultation Arrangements

The new agreement will contain provisions to maintain a Medical Officer Certified Agreement Oversight Group to oversee the implementation and operation of the agreement, meeting as required but no less than quarterly.

Maintenance of individual employment arrangements

The new agreement will reflect commitments given by Queensland Health to maintain those individual (Tier 4C) employment arrangements negotiated during the introduction of high-income guarantee contracts, in accordance with the terms of those agreements.

Fatigue Management

The new agreement will include a provision that recognises excessive consecutive night shift work as a fatigue management issue for RMOs. This provision will provide that such shifts should be limited to seven

(7) consecutive night shifts. Where seven (7) consecutive night shifts are worked, RMOs should be free from duty for the following 96 hours.

The parties commit to develop a provision for inclusion in the new agreement providing medical officers with access to paid taxi or other transport arrangements to their residence following a shift, overtime or recall where the medical officer is demonstrably fatigued.

Outside Practice and Other Business Activities and Conflict of Interest provisions

The new agreement will include provisions for SMOs that are similar to those contained in Schedule 1 and the Terms and Conditions of Employment for high income guarantee contracts relating to:

1. Outside Practice and Other Business Activities; and
2. Conflict of Interest.

Motor vehicle allowance for part time SMOs

The new agreement will provide for the pro-rata of the full-time motor vehicle allowance for part-time SMOs.

Multipliers used for calculation of overtime, recall and penalty payments

The new agreement will include provisions to retain the existing multipliers with the exception that the penalty payment for work performed on a public holiday will be increased from 100% to 116% (refer Attachment 1).

Payment of Penalties As Worked

The new agreement will provide for the payment of shift penalties, on-call, recall and overtime entitlements as worked (i.e. by exception).

This arrangement will apply by default except where an SMO agrees in writing to have these entitlements (with the exception of recall) annualised and paid fortnightly. In such cases:

- i. a 'cooling off' period will be instituted so that individual SMOs may elect to change their initial selection on a one-off basis.
- ii. individual SMOs may elect to change their selection at any time when significant change to their work requirements would result in disadvantage if their initial selection were to continue.
- iii. Alternatively, an individual SMO may change their option annually (effective from the commencement of the first pay period each financial year).

Restoring employment security provisions

The new agreement will reinforce the commitments in the recently released Queensland State Government Employment Security policy.

Restoring union encouragement provisions

The new agreement will reinforce the commitments in the recently released Queensland State Government Union Encouragement policy.

Rostering for clinical need

The new agreement will contain provisions that allow for the introduction of flexible working hours arrangements for SMOs following appropriate consultation.

Attachment 1 provides the text for inclusion in the new agreement, which seeks to expand on the existing MOCA3 arrangements.

If an SMO finishes work after 6pm Monday to Friday, all rostered hours worked after 4.00pm will attract the evening rate multiplier. Non rostered hours will not attract the multiplier.

Stand down on public holidays

The new agreement will include clarification on arrangements for public holidays as they specifically relate to circumstances where an employee is rostered to work but is not required to work by the employer ('stand down').

All rostered work performed by employees on public holidays will be paid at the appropriate public holiday rate.

Vocational Training Subsidy (VTS) and Professional Development Allowances (PDA)

The new agreement will contain a provision that recognises the importance and value of professional development for junior medical staff and to the public health system. To this end, the new agreement will provide that resident medical officers will be entitled to the following:

1. A 25% increase to the current VTS payable to those RMOs who confirm their acceptance and remain in a vocational training program from \$2000 per annum to \$2500 per annum.
2. Indexation of the new allowance of \$2500 by 2.5% on both the 1st and 2nd anniversaries of the 1st wage increase provided for in this offer.

3. A PDA for all RMOs (other than Interns and those RMOs in receipt of a VTS) of \$1500 per annum.
4. Indexation of the new RMO PDA of \$1500 by 2.5% on both the 1st and 2nd anniversaries of the 1st wage increase provided for in this offer.

The parties commit to develop a provision for inclusion in the new agreement seeking to provide senior medical officers with access to professional development leave in “non-core hours” in a way that is both reasonable and sustainable.

Rostering for Clinical Need (replaces clause 4.3 of MOCA3)

The ordinary spread of hours for Senior Medical Officers will be between 7.00am and 6.00pm Monday to Friday. The parties acknowledge that some Senior Medical Officers' existing work arrangements in place at the time of certification of this agreement involve work in an extended hours arrangement and these existing arrangements will continue unless altered in accordance with this clause. Senior Medical Officers recruited to roles with existing arrangements outside the ordinary spread of hours may be required to work these shifts up to 11pm Monday to Sunday. Significant change to existing arrangements will be implemented in accordance with the below provisions.

The parties may propose a change of roster involving shifts outside the hours of 7am to 6pm Monday to Friday to better meet clinical needs. The parties are committed to the implementation of any such roster through a process of proper consultation respectful of Senior Medical Officers' demonstrated commitment to patient care as clinical needs necessitate. It is agreed that the parties will participate in good faith in any consultation process and genuinely consider such proposals.

Management and Senior Medical Officers in the affected department/s will consult on:

- Details of the proposed roster change;
- Rationale for the proposed roster change including clinical need and patient safety;
- The requirement for adequate medical staffing levels and adequate associated nursing, allied health, clerical and support staffing levels, where appropriate, to ensure patient and staff safety, and access to senior management;
- Workforce management strategies that address Senior Medical Officers' work-life balance including consideration of personal circumstances such as family responsibilities or medical conditions, access to leave and Clinical Support Time entitlements, teaching and supervision responsibilities and flexible work hours to accommodate emergent commitments; and
- Senior Medical Officers' health and well-being including fatigue management strategies. Senior Medical Officer rosters involving the work of rostered shifts after 11pm will be exceptional and require particular attention to fatigue management, and must be agreed by the Senior Medical Officer. Queensland Health is committed to principles of best practice rostering and the parties agree to develop best practice guidelines based on evidence that will be applied in implementing these rostering arrangements.

Through this consultation, the parties will give consideration to any suggested alternatives to the proposed roster change that address the rationale for the proposed roster change. The parties will give reasonable

consideration to alternative suggestions and, where acceptable to all parties, management will implement the alternative proposal rather than the proposed roster change. Where there is significant change proposed to rosters or the staffing arrangements, further consultation will be required consistent with the above process.

Where management decides to proceed with implementation of the proposed roster change, the roster will initially be on a trial basis for no more than three months. The written agreement of individual senior medical officers will be required before they are rostered to work the proposed shifts. Participating Senior Medical Officers will be rostered equitably to work such shifts up to 11pm Monday to Friday and from 8am to 6pm on Saturday and Sunday. Senior Medical Officers with personal circumstances such as family responsibilities or medical conditions that mean they are unable to participate fully or partially in such a roster arrangement will be given special consideration in deciding equitable rostering arrangements.

It is the intent of this clause to provide a consultation process that will lead to genuine consensus between management and senior medical officers in relation to safe, sustainable and efficient rosters in order to meet clinical demands outside of the ordinary span of hours, however, the parties agree that nothing in this clause should be construed as compelling an individual to work ordinary hours outside the ordinary spread of hours.

An SMO may rescind their agreement to the roster or to the frequency of rostered shifts outside of the spread of ordinary hours:

- (i) At the end of a roster trial period (or after 3 months);
- (ii) Where their personal circumstances change;
- (iii) Where there has been significant change to the matters set out in the roster consultation process; or
- (iv) Where the individual SMO is experiencing ongoing fatigue as a result of the roster or pattern of work.

Senior medical officers will be provided at least 4 weeks' notice of the roster, however rosters may be changed to reflect emergent needs.

Senior Medical Officers will be entitled to payment of the following penalties on base rate only:

Period of work	Loading
Hours worked between 6pm and 7am Monday to Friday <ul style="list-style-type: none"> • If an SMO finishes work after 6pm, all rostered hours worked after 4pm will attract the evening rate multiplier. 	44%

Non-rostered hours will not attract the evening rate multiplier.	
Saturday	87%
Sunday	170%
Public Holidays	116%

During the life of the agreement, the parties commit to further discussions towards developing options that provide for adequate medical staffing levels and models of care to address increasing clinical needs in a modern public healthcare system.

The implementation of this clause and disputes arising from its application under the dispute settling procedure will be monitored by the MOCA4 Implementation Oversight Group.