

## MOCA5 Agreed items – as per final offer, 31 August, 2018

1. A three-year agreement to be titled *Medical Officers (Queensland Health) Certified Agreement (No.5) 2018* (MOCA5).
  2. A wage increase as per the Government's Wages Policy of 2.5 per cent per annum from the first day of the month, except where government approval has provided otherwise, in which in-principle agreement is indicated in writing by all parties to the proposed agreement, with a further 2.5 per cent increase in the second and third year of the agreement
  3. The Department of Health will seek approval from government for the inclusion of a clause in MOCA5 to ensure any increase to the Government Wages Policy (currently 2.5 per cent) over the life of the agreement will be passed on and backdated to medical officers.
  4. A commitment to improve the Examination Leave provision at clause 28 of the *Medical Officers' (Queensland Health) Award – State 2015* by inserting into MOCA5 a provision for four days per occasion instead of the current two.
  5. An increase to the Professional Development Leave (PDL) entitlement at clause 4.10.2 (a) of the *Medical Officers' (Queensland Health) Certified Agreement (No.4) 2015* (MOCA4) from one week to one week and three days for Resident Medical Officers (RMOs) other than interns.
  6. A new Professional Development Leave for travel entitlement for RMOs, other than interns, in rural and remote locations of three days paid leave to be accessed as travel time to attend professional development activities.
  7. An increase to the Vocational Training Subsidy at clause 4.10.5 of MOCA4
- from \$2,626.50 per annum to \$3,670 in the first year. This allowance will remain linked to the wages increase and will increase annually.
8. An increase in the Professional Development Allowance for RMOs at clause 4.10.6 of MOCA4 from \$1,575.93 to \$2,200 in the first year. This allowance will remain linked to the wages increase and will increase annually.
  9. An increase in the Professional Development Allowance for Senior Medical Officers (SMOs) at clause 4.9.3 (a) from \$20,000 per year to \$20,500 in the first year, \$21,000 in the second year and \$21,500 in the third year bringing the allowance to \$21,500 by the third year of the agreement.
  10. Payment of the Inaccessibility Allowances at Part 6 of MOCA4 in three and six-monthly instalments after the first completion period has been met.
  11. A wage rate increase to the Medical Superintendents with Private Practice and Medical Officers with Private Practice rates to match the Senior Medical Officers wage rates at Levels 13 to 18 of schedule 1 of MOCA4 and as depicted in the below table. These rates will be increased yearly with the wage rate increase.
- |  | <b>Current rate as at 1/07/17</b> | <b>Rate Match to Level Senior Medical Officer</b> |
|--|-----------------------------------|---|
| Medical Officers with Private Practice               | \$133,400                         | Equivalent to L13                                 |
|  | \$137,590                         | Equivalent to L14                                 |
|  | \$141,605                         | Equivalent to L15                                 |
| Medical Superintendents with Private Practice        | \$133,400                         | Equivalent to L13                                 |
|  | \$137,590                         | Equivalent to L14                                 |
|  | \$141,605                         | Equivalent to L15                                 |
|  | \$145,803                         | Equivalent to L16                                 |
| Senior Medical Superintendents with Private Practice | \$149,966                         | Equivalent to L17                                 |
|  | \$154,629                         | Equivalent to L18                                 |

12. Funding for a dedicated project officer to review the rural and remote employment entitlements and provide recommendations to inform the development of a new package to address recruitment and retention issues in rural and remote locations. The review will specifically examine the suitability of the existing Medical Superintendents with Private Practice and Medical Officers with Private Practice pay rate structure as above, the existing criteria and process for movement between these levels and any potential for further rate matching above Level 18. This review will be conducted and finalised within the first eighteen months after certification of the new agreement, any implementation of agreed recommendations are to occur by the beginning of the third year of the agreement.
13. A commitment to set up a joint working party ('SMO allowances working party') to undertake:
  1. an interjurisdictional comparison of professional development allowances and leave entitlements for senior medical officers; and
  2. comparison of the Senior Medical Officer Motor Vehicle Allowance with the allowances provided to Queensland Public Service Senior Executive Service positions.

The working party will meet during the life of the Agreement and provide a report on the outcomes of its analysis to the MOCA5 Oversight Group before the commencement of negotiations for a replacement agreement.
14. A commitment to set up a working group under the Medical Officers Certified Agreement (No.5) Oversight Committee (MOCA5 Oversight Committee) to review and make recommendations on the employment arrangements for RMOs. The review will have two main purposes: to review and recommend improvements to support the transferability and portability of entitlements when moving across Hospital and Health Services and into more senior roles, and to produce a guideline to clarify RMO entitlements and transfer requirements when moving across Hospital and Health Services and into more senior roles.
15. A commitment to undertake a review of the instances and frequency of telephone advice being provided by SMOs while in receipt of the on-call arrangements provided by clause 4.11 of MOCA4. The review will examine telephone advice duration and frequency amongst a representative sample of SMOs, departments and facilities as agreed between the parties and provide recommendations to support and inform telephone advice practices and fatigue implications. The review also will consider whether any identified 'excessive' telephone advice is adequately managed within, and compensated under, existing provisions within the certified agreement and, if not, will make recommendations for any additional arrangements as agreed between the parties to the Director-General for consideration. The MOCA5 Oversight Committee review group will be made up of equal numbers of management and employee representatives.
16. The introduction of a new digital recall provision that will enable medical officers who are on-call and recalled to perform duty without the need to leave their place of residence and/or without the need to return to the facility will be reimbursed for a minimum of half an hour at the recall rate for each time the medical officer performs such duties. If the medical officer is required to again perform duties within that half hour period, no further minimum payment will apply.
17. The commitment to develop a standard form for the notification of outside practice and other business activities as outlined at clause 4.20 of MOCA4.
18. The inclusion of ten days paid domestic and family violence leave in accordance with section 52 of the *Industrial Relations Act 2016*.
19. A commitment to employment security and no forced redundancies, this commitment will be confirmed in MOCA5 in accordance with the Department of the Premier and Cabinet's *Employment Security Policy*. This policy will be included in a schedule to MOCA5.
20. Subject to the simplification process and review of clauses, the existing terms and conditions from MOCA4 shall be preserved and rolled over into MOCA5. There will be no overall disadvantage to the medical workforce as a result of collective bargaining for a

## MOCA5 Agreed items – as per final offer, 31 August, 2018

---

- replacement agreement.
21. Unless superseded, all reference to policies contained in the agreement shall be continued for the life of MOCA5. In addition to these policies the following will be protected in MOCA5.
- o HR Policy C23 – Senior medical officers – Terms and Conditions
  - o HR Policy E12 – Grievance Resolution
  - o HR Policy E13 – Workplace Harassment
  - o HR Policy F3 – Access to Employee Records
  - o HR Policy F4 – Union Encouragement
  - o HR Policy D4 – Transfer and Appointment Expenses
  - o HR Policy D5 – Accommodation Assistance – Rural and Remote Incentive
  - o HR Policy D8 – Resident medical officers – secondment or rotation (subject to consultation)
22. The Preservation of the Directives that have ceased to apply pursuant to the *Medical Officers' (Queensland Health) Award – State 2015* (Schedule 2) through the implementation of a Health Employment Directive (HED 01/18).
23. A commitment to revise the existing consultation, organisational change and restructuring and dispute resolution provisions in the existing agreement and use those provided in the *Health Practitioners and Dental Officers (Queensland Health) Certified Agreement (No.2) 2016* (HPDO2) as the basis for new provisions in MOCA5.
24. A commitment to standing agenda items at Hospital and Health Service and or local Medical Consultative Forums on matters relating to the interpretation and implementation of the agreement and additional items such as workloads, workplace health and safety and recruitment issues.
25. A commitment to provide the following information to the unions in accordance with the same timeframes, format and delivery arrangements as those set out in the HPDO2.
- a. permanent vacancies that are experiencing recruitment difficulties, and/or specific positions that remain unfilled; and/or
  - b. current temporary employees, including name, job title, work location, when they commenced employment and the reasons for their engagement.
  - c. lists of new starters (consisting of name and job title, work email and work location).
  - d. a list of current staff comprising name, job title, and work location.
  - e. a list of relevant employee resignations.
  - f. a list of casual employees.
26. The ability to escalate issues to the MOCA5 Oversight Committee particularly in relation to long term recruitment issues in rural and remote settings.
27. Inclusion of a facilitative clause to support strategies to address mental health and well-being as the mental health of the workforce is an important issue for Queensland Health.
28. A commitment that cultural diversity, rights, views, values and expectations of Indigenous Queenslanders must be respected in the delivery of culturally appropriate health services.
29. A review of the objectives of the agreement. Queensland Health supports and agrees that a positive and collaborative clause under the 'objectives of the agreement' would benefit all parties.
30. Inclusion of rest pauses of 10 minutes paid in the first and second half of the day and with agreement between the employee and employer rest pauses maybe taken together to form one 20 minute break.
31. The clarification that meal breaks are a standard 30 minutes, unless agreed between the medical officer and their supervisor.
32. The clarification of on-call arrangements for RMOs when they are required to be available within 30 minutes.
33. A commitment to review the current standby arrangements in HR Policy C23 (QH-POL-235) with a view to incorporate provisions using the same principles to expand the applicability to RMOs as agreed between the parties.

34. The inclusion of a reference and a summary of the key elements to be considered when making and deciding upon a request for flexible working arrangements, to support employees apply for flexible working arrangements, in accordance with sections 27 and 28 of the *Industrial Relations Act 2016*. The reference will include the example of a request for a nine-day fortnight.
35. A commitment that the Department of Health will brief unions at least twice a year in respect of the budget situation of the Department of Health and each Hospital and Health Service and report on employee numbers in the Department of Health and each Hospital and Health Service by stream. This commitment will be expressed based on the commitment provided in the HPDO2.
36. A commitment to providing safe workspaces for clinical work and in the event of situations that require clinical work to be performed outside of designated clinical areas steps are put in place to ensure patient and employee safety, this is to involve consultation with impacted employees.
37. A commitment to providing SMOs access to confidential workspaces to undertake confidential work, including dictation.
38. Inclusion of recognition of previous service for reinstatement of Professional Development Leave balances that existed upon termination for RMOs who have taken a leave of absence and terminated from Queensland Health of up to two years and one month.
39. The existing provision of Clinical Support Time outlined at clause 4.8 of MOCA4 be amended to express the expectation that the distribution of clinical support time be made on an individual basis rather than the collective basis. Where this is not possible employees are consulted and appropriate clinical support time made available.
40. A provision supportive of increased notice of rosters, where operationally practicable, extended from two weeks to four weeks' notice, whilst still maintaining a two-week notice period where this is not possible.
41. The inclusion of the entitlement to access unpaid cultural leave in accordance with section 51 of the *Industrial Relations Act 2016*.
42. Clarification of the senior registrar classification and its application to RMOs with FRACGP/FACRRM and FARGP pursuing an additional fellowship.
43. Inclusion of a provision clarifying that RMO shift workers overtime rate is at double time.
44. Inclusion of a provision clarifying that the minimum payment period of work on a public holiday is four hours.