Queensland Health

# MOCA7 Bargaining Agenda

## Without prejudice

The Medical Officers' (Queensland Health) Certified Agreement (No. 6) 2022 (MOCA6) has a nominal expiry date of 30 June 2025. This document serves as Queensland Health's agenda for the replacement agreement, proposed to be titled Medical Officers' (Queensland Health) Certified Agreement (No. 7) 2025 (MOCA7).

Queensland Health reserves the right to add, remove or modify and clarify claims during the bargaining process. There is no final agreement on any clause until a final certified agreement is agreed.

## Common clauses across Agreements

1. Consistency of particular clauses across Queensland Health certified agreements (refer to the attached 'Queensland Health – Proposed Common Clauses' document).

## General

1 A three-year agreement, in line with the Public Sector Wages Policy (PSWP).

2 Update and modernise clauses, including but not limited to:

- Updating entitlements referencing taxis to include ride-share.
- Removing references to COVID-19.
- Updating salary sacrifice and superannuation clauses to reflect current legislative requirements.

3 HR Policies within the text of the certified agreement.

- Remove Schedule 3 (Preserved QH HR Policies). Refer also to 'Queensland Health – Proposed Common Clauses' document which includes a clause titled 'Preserved human resources policies and guidelines'.
- Refer to HR policies by title rather than policy number (as policy numbers may change).

4 On call

- Confirm that the on-call provisions in MOCA7 (currently clause 12.21 of MOCA6) replace the proximate call and remote call Award provisions (clause 19.5 of the Award).
- Transfer the relevant wording regarding 'stand by' from HR Policy C23 into MOCA7, making MOCA7 the single source of truth for on call provisions.

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5 Fatigue

- Redraft clause 5.5(a) of MOCA6 (10-hour break for Resident Medical Officers) as it is confusing.
- Review hours of work clauses, including on call and recall, to determine when a fatigue penalty applies.
- Remove reference to 'evening shift' in clause 5.8.3 of MOCA6 and replace with the term 'night shift'. Remove statement 'or consecutive evening shifts'.

6 Clinical Manager's Allowance and Medical Manager's Allowance

- Drafting to confirm that the provisions in MOCA7 (currently clause 2.12 of MOCA6) replace the Director's Allowance Award provisions (clause 13.8 of the Award).

7 Casual entitlements

- Clarify that casual SMOs are not entitled to the following allowances under MOCA7; the Motor Vehicle Allowance, Professional Development Allowance, and the Inaccessibility Incentive. Cross reference clause 8.6(b) of the award, as this clarifies the provision of pro-rata pay and conditions for casual employees.

8 Correct clause references in MOCA7

- Clause 1.17.1: update to reference HR Policy B65 (not B52), noting preference to reference policy titles rather than policy numbers.
- Clause 12.20.2 (Public Holidays): correct reference from clause 12.18.1 to 12.20.1.
- Clause 12.4.7: correct reference from clause 12.3.7 to 12.4.6.

9 Flexibility in rostering for Queensland Health

- Amend clauses relating to 'Extended Hours Rosters' (clause 12.6 of MOCA6) to enable introduction of an extended hours roster if the majority of affected employees agree (unless an individual arrangement).
- Amendment of clause 12.6 of MOCA6 to allow individual medical officers to request or agree to an extended hours roster and Queensland Health to approve and facilitate this, where it is operationally desirable and/or there is clinical/organisational need.
- Amendment of current provisions relating to 'Extended Hours Rosters' allowing Queensland Health to withdraw from an existing extended hours roster, based upon organisational need.

10 Amend clauses 12.14 (Overtime Resident Medical Officers) and 12.16 (Overtime Part-Time Senior Medical Officers) to provide:

- Where a part-time medical officer elects to work additional hours above their agreed part-time hours, up to and including full-time equivalent hours, such hours will be paid at the ordinary hourly rate.

11 Amend clause 3.4 (Consultative Forums and Reporting) to provide reports upon certification, at 18 months and upon expiry of the certified agreement.

12 An 'in principle agreement' letter at conclusion of bargaining to state that updates on any outstanding MOCA6 projects will be provided to the MOCA7 Oversight Committee,

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particularly the Resident Medical Officer Employment Arrangements Review, the Medical Officer Fatigue Review, and the development of a framework to support and value the inclusion of medical officers with disabilities and impairments.

## Wages

13 Understand that wage increases and entitlements in accordance with the Public Sector Wages Policy (PSWP) are available if the parties reach sufficient agreement for an offer to be made.

14 Aim to achieve in-principle agreement (IPA) with union parties by 31 July 2025 to ensure employees receive a wage increase from 1 July 2025 (Government PSWP allows for the back payment of wages to the start of the month in-principle agreement is obtained).

## Allowances

15 MOCA6 Schedule 1 allowances to increase in accordance with certified agreement base rates over the life of the Agreement (as occurs currently).

- Clinical Manager Allowance, Medical Manager Allowance and RMO Professional Development Allowance.

16 Align clause 12.28.3 'Emergency Department Specialist Allowance' to reflect the Orders in State of Queensland (Department of Health) v Australian Salaried Medical Officers' Federation Queensland, Industrial Organisation of Employees [2023] QIRC 061.

17 Clarify eligibility for the Inaccessibility Incentive Scheme.

18 In relation to the Attraction and Retention Incentive Allowance – Senior Medical Officers, reintroduce the clause from MOCA5 that had been omitted from MOCA6 in relation to participation in the granted private practice (GPPA) arrangements. A new clause should be included in the current clause 12.28.2 (b) of MOCA6, which specifies a reduction by 25% of base salary for those who:

- "fail to complete the granted private practice agreement template within three months of commencement of employment"
- The other reasons provided for this reduction by 25% of base salary, which are specified in the remainder of the clause and will remain, are: participation in the GPPA retention (rather than assignment) arrangement and having their GPPA terminated in accordance with the termination provisions of the GPPA.

## Leave:

19 Clarification that the Examination Leave entitlement (clause 7.4 of MOCA6) applies to examinations required for a vocational training program that the RMO is currently enrolled in.

20 Amend Clause 7.4.3 of MOCA6 to state that an RMO is to be allowed leave on full pay for each day of an approved examination required for vocational training program, and up to three additional days if required. In this regard, the delegate is to consider individual medical officer requirements for additional days.

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## Classifications:

21 Include a clause that refers to Students in Medicine (SiM) conditions of employment being contained in the relevant Health Employment Directive.

- In MOCA6, SiM conditions are in Schedule 4. The Schedule should be removed as it may differ from the Health Employment Directive.

22 Remove 'Medical Officer Credentialed Practice' from the classification table at clause 2.6.4 of MOCA6, as only Advanced Credentialed Practice is defined by the State Recognised Practice Committee and there is currently no definition of Credentialed Practice for the purposes of the classification scale.

## Removal or amendment of outdated or completed clauses / projects:

23 Removal of '5.12 Workload Management Kit: The parties will form a sub-committee of the MOCA Oversight Committee to develop a workload management kit. The kit will be completed in the life of the agreement'.

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