

**Proposed MOCA6 Queensland Health revised offer for in principle agreement
– Subject to Government approval**

Matter	In principle agreement	Further information
1. Length of agreement	3 year Agreement.	
2. Wages and applicable allowances	<p>Increases to wages and applicable allowances linked to wage increases, as follows:</p> <ul style="list-style-type: none"> • 4% payable from 1 July 2022; and • 4% payable from 1 July 2023; and • 3% payable from 1 July 2024. <p>The first wage increase will be applied to the legally payable rate (i.e. the higher of the agreement or the award rate), as at 1 July 2022. Future wage increases are applied to the agreement rates.</p> <p>The preservation of the first wage increase date of 1 July 2022 is contingent on in-principle agreement having been reached between all bargaining parties by 3 February 2023.</p>	<p>'Linked' increases include:</p> <ul style="list-style-type: none"> • Schedule 1 – Wage Rates and Allowances 'RMOs and SMOs' wage rates; • Medical Superintendents with Private Practice and Medical Officers with Private Practice- wage rates; • Medical Managers and Clinical Managers Allowance; • Professional Development Allowance for Resident Medical Officers; and • Professional Development Allowance - Vocational Training Subsidy.
3. Cost of living adjustment	<p>In each year of the Agreement, if annual inflation (Brisbane Consumer Price Index, all groups, March quarter annual percentage change from the March quarter of the previous year, as published by the Australian Bureau of Statistics) exceeds the wage increase under the agreement for the relevant agreement year, a Cost of Living Adjustment (COLA) payment will be paid to eligible employees in accordance with the model COLA clause approved and announced by government on 11 October 2022, and within the following parameters:</p> <ul style="list-style-type: none"> ○ at the end of the relevant agreement year; ○ equal to the difference between annual inflation and the wage increase for the relevant agreement year, capped at 3%; ○ with reference to base wages earned under the agreement during the relevant agreement year, excluding allowances or additional payments; and ○ as a one-off lump sum not forming part of base salary and taxed according to the applicable law. 	<p>As per PSWP.</p> <p>Proposed clause sent to unions separately.</p>
4. Rural Generalists in MM3 to MM7 locations	Rural Generalists (as defined by the State Recognised Practice Committee), while (physically) working in and for facilities in MM3-MM7 -	MM3 – MM7 locations as defined by Commonwealth in 2019.

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	<ul style="list-style-type: none"> • to be eligible to a pay scale equivalent to the 'Staff Specialist' pay scale (up to level 27); and • are to be eligible to receive 40% attraction and retention allowance; and • Medical Practitioners with Private Practice (MPPP) arrangements per Health Employment Directive 6/20 'MPPP and MSPP Classification levels' will be entitled to advance to level 27. 	https://www.health.gov.au/resources/publications/modified-monash-model-fact-sheet?language=en
<p>5. RMO break between ordinary rostered hours</p>	<p>Amend current provision to make clear that RMOs are entitled to a 10 hour break between ordinary rostered hours. Where a 10 hour break does not occur an RMO will be entitled to be paid at overtime rates until a 10 hour break is provided.</p>	<p>Currently, a RMO who works so much overtime between the termination of their ordinary work on one day and the beginning of their ordinary work on the next day that they have not had at least 10 consecutive hours off are to be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If not able to be released, they are entitled to fatigue payments.</p> <p>The change is confirmation that there must be at least 10 hours rest between rostered ordinary hours shifts, i.e. the clause removed the requirement that overtime must be performed to trigger the 10 hour break. The change provides that a RMO must be rostered a 10 consecutive hour break between two rostered shifts, (overtime or ordinary). If this does not occur the RMO will be entitled to be stood down until 10 consecutive hours free from duty has occurred or be paid double time until released from duty.</p> <p>In order to manage fatigue and ensure compliance with MOCA, a HHS should refrain from rostering a RMO to perform an overtime shift without a ten hour break before that shift. If a RMO works an overtime shift without a ten hour break before that shift, no additional penalty would be applicable on the second shift, i.e. there is no penalty on a penalty.</p> <p>Approving this key change will ensure that Queensland Health is acting in a proactive manner to provide safe systems of work and a safe environment for employees, patients and the public.</p>
<p>6. RMO break following periods of overtime and recall</p>	<p>Remove the requirement that a RMO must work two hours overtime or recall between the termination of work on one day and the commencement of the next shift of ordinary work to</p>	<p>This change removes the need for a minimum period of 2 hours overtime/recall to be worked between ordinary rostered shifts to enliven fatigue provisions where a 10-hour break has not occurred. That is, currently a RMO may</p>

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	<p>trigger an entitlement to a 10 hour break. If a 10 hour break is not provided following overtime or recall the RMO is entitled to be paid overtime rates until a 10 hour break is provided.</p>	<p>have a ten-hour break between ordinary rostered shifts but they may be physically recalled to work for less than 2 hours and this will not be considered as interrupting their break and will not enliven fatigue. The proposal will ensure that between shifts a RMO receives a 10 hour break, between 'ordinary' or rostered 'overtime' shifts.</p> <p>For clarity the below clause still applies.</p> <p>"For any period of on call and physical recall, digital recall or telephone advice where an employee receives an inadequate sleep opportunity subject to the Medical Superintendent or delegate making an assessment the employee may be placed on fatigue leave until fit to return to work (i.e., this change will reiterate that where a medical officer has had an inadequate sleep opportunity the fatigue provisions apply)".</p>
<p>7. Reasonable adjustment for medical officers with disabilities or impairments</p>	<p>Queensland Health supports and values the inclusion of medical officers with disabilities within the workforce. Queensland Health also understands the importance of supporting doctors who experience injuries, medical conditions, and psychological conditions through the course of their career.</p> <p>Queensland Health is committed to ensuring medical officers with disabilities are supported through reasonable adjustment in accordance with the reasonable adjustment policy and workplace rehab standard.</p> <p>A dedicated resource be appointed to develop a framework to support Hospital and Health Services to undertake assessments and make decisions in relation to reasonable adjustments for medical officers. The framework will include the development of fact sheets, education and promotion materials giving consideration to:</p> <ul style="list-style-type: none"> • Support for new medical officers with a disability; • Support for existing medical officers who sustain a disability during the course of their employment; • Facilitation of a medical officer returning to work following a disability/injury; 	

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	<ul style="list-style-type: none"> • Consideration of medical officers with disabilities on temporary contracts; and • Flexible work and roster options for medical officer with disabilities. 	
8. Medical Officer Fatigue	<p>Queensland Health recognises fatigue is a serious issue and the associated risk to employees and clients. Queensland Health has developed a Fatigue Risk Management System which should be used to identify and manage fatigue risks.</p> <p>In addition, HR Policy I1 - <i>Fatigue Risk Management</i> applies across all Queensland Health employment groups and was developed to ensure workplace fatigue is managed to minimise its effects and related risks on the workplace, employees, patients and others through the application of a best practice risk management framework as a core business function.</p> <p>The Fatigue Risk Management Systems Implementation Guideline (FRMS implementation guideline) was developed to enable management of the associated risks of fatigue drawing on current scientific knowledge and current best practice. The framework as outline in HR Policy I1 and the associated documents (FRMS implementation guideline) should be followed to identify and manage risks.</p> <p>Queensland Health propose the following:</p> <ul style="list-style-type: none"> • The parties agree that a sub-committee called Medical Officer Fatigue Review Sub-Committee will be established under the Queensland Health Work Health and Safety Advisory Committee. • The purpose of the sub-committee will be to undertake a Medical Officer Fatigue Review and make recommendations to the Director-General on the management of medical officer fatigue. • The review will include, but not be limited to, the following elements: <ul style="list-style-type: none"> ○ Current literature ○ Current data collection and configuration 	

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	<ul style="list-style-type: none"> ○ Australian and international strategies used to manage medical officer fatigue ○ Past reviews and audits ○ HHS strategies to manage medical officer fatigue ○ Systems used to reporting on fatigue hazards and incidents and contemporary ways of using tools and data to monitor and report fatigue ○ Rural and remote elements of managing fatigue. <ul style="list-style-type: none"> ● There will be dedicated funding and resources. Queensland Health will look to engage an external provider to facilitate the Medical Officer Fatigue Review. <p>Aim of the Review is to:</p> <ul style="list-style-type: none"> ● Identify causes including contributing factors for Fatigue within Queensland Health medical officers; and ● Identify the key measures and indicators of medical officer fatigue; and ● Develop measures for the prevention and management of fatigue specific to medical officer roles within Queensland Health; and ● Propose controls including system redesign and enhancements for implementation within Queensland Health. 	
9. Reporting re Fatigue leave	Queensland Health agree that when a SMO applies for fatigue leave, but it is denied, that a form of reporting should occur.	<p>Discussions to occur with unions as to the method of reporting.</p> <p>If a SMO under this clause applies for fatigue leave and the application is denied by the delegate, a written record of the decision must be kept. The record must be auditable. Copies of the record must be accessible by the SMO, delegate and HHS.</p>
10. Long term contracts- RMOs	Queensland Health proposes that a project officer be appointed for a 12 month period to review practicalities of implementing longer term contracts. Queensland Health notes HR Policy B52 provides an ability for RMOs to be appointment for up to six years. Queensland Health's proposal is to appoint a project officer for a 12 month	

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	<p>period to work through the practicalities (orientation, recruitment, legal, administrative, funding, performance management, etc) of a change in practice and implementation strategy appoint for longer terms.</p> <p>The project offers would subsequently administer, implement and provide support to HHSs for RMO long-term appointments including the yearly rotation in the vocational training pathway.</p> <p>The project team would also investigate the viability of appointing PHOs to permanent status.</p>	
11. Workload management	The Medical Officers Certified Agreement Oversight Committee (MOCA OC) will develop a workload management kit.	Further discussion to occur with unions on what should be included in workload management kit.
12. Recruitment to vacancies	Insert as an 'objective of the Agreement' a clause that Queensland Health commits to undertake recruitment processes of an appropriate Full Time Equivalent (FTE) of Medical Officers across all services.	There is no intention that there will be a net reduction of Department of Health or Hospital and Health Service medical officer staffing during the life of this agreement. However, the parties recognise that the employer does not maintain fixed establishment numbers.
13. MPPP cancellation of private patients/clinics	If a MPPP is required to attend a Queensland Health facility which results in a cancellation of a private clinics/patients, the MPPP can claim an exception payment equating to 270% of equivalent SMO hourly base rate, which can be approved by the EDMS on a case-by-case basis.	<p>Queensland Health confirms its position that the exception payments need to be approved.</p> <p>Overtime would only be payable subject to work performed outside of the duties listed at 14.2 of the Award.</p>
14. On call before periods of leave	Where possible, Queensland Health agree that Queensland Health should avoid rostering medical officers on call prior to days off or leave.	Insertion of "days off" to the existing clause "Where practicable, medical officers should not be rostered on weekends or be on-call, immediately prior to or after leave".
15. Additional travel	When an RMO is required to use his or her private motor vehicle while relieving or performing special duties or otherwise required to work away from their normal place of work which is a greater distance than the distance the employer would travel from their home to their normal place of work, the employee will receive the allowance in clause 17.2 of the Award for the additional distance travelled.	
16. Maximisation of permanent hours	That the maximisation of permanent hours clause similar to that contained in other Queensland Health agreements to be reflected in MOCA6.	<p>Permanent part-time employees, following approval, may work more than their substantive (contracted) hours on an ad-hoc or temporary basis.</p> <p>Where an employee works more than their substantive (contracted) hours on a regular</p>

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		<p>basis over a 12 month period, the employee may request in writing to amend their substantive permanent part-time hours to reflect the increased hours worked.</p> <p>Provided that if an employee has been working additional hours prior to the operative date of this Agreement, time spent working those hours may be counted in the 12 months. If an employee has worked a full 12 months of additional hours prior to the operative date, they may make a request for a change to their contracted hours immediately.</p> <p>When assessing a request to review part-time hours, the employer will consider whether the additional hours that have been worked by the employee are:</p> <ul style="list-style-type: none"> (a) a result of an employee being absent on leave, such as annual leave, long service leave, parental leave, or workers compensation. If there is likely to be an ongoing need in the work unit for the backfill of leave, the employee may be considered for a permanent increase in contracted part-time hours; or (b) due to a temporary increase in hours only in response, for example, to the specific needs of a resident or client; or (c) worked backfilling a different position or work undertaken in a different type of role. <ul style="list-style-type: none"> • Requests to amend substantive permanent part-time hours cannot increase the establishment of a work unit. • Requests to amend substantive permanent part-time hours must not be unreasonably refused. <p>If an employee is refused an increase to their contracted hours pursuant to this clause, they must be provided with written reasons for the decision within seven days of the making of that decision.</p>
17. Payment of overtime	Queensland Health is committed to the payment of overtime entitlements in instances where overtime is required and that overtime must be paid for in accordance with the industrial framework.	<p>Queensland Health is committed to the payment of overtime entitlements in instances where overtime is required and that overtime must be approved and paid for in accordance with the industrial framework.</p> <p>Prior approval of unrostered overtime is not required when that overtime is necessary as a consequence of the following:</p> <ul style="list-style-type: none"> • medical emergency, • transfer of a patient, • extended shift in theatre, • patient admission/discharge,

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		<ul style="list-style-type: none"> • completion of outstanding patient transfer, • late ward rounds, • clinical handover or • hospital-based outpatient clinics. <p>If a medical officer performs work outside of rostered hours in any of the situations described above and submits a claim for that work, they will be paid for it. Outside of this, medical officers are only authorised to perform the work if they obtain approval.</p> <p>If a medical officer's rostered shift has finished and they are required to work unrostered overtime in circumstances which prior approval is not required as listed above, they may carry out the work. If a medical officer is required to work unrostered overtime for any other reason and they do not obtain prior approval for that unrostered overtime, the work is not authorised to be performed and must not be performed without approval.</p>
18. Contracting out	Implementation of a standard clause regarding contracting out.	<p>It is the clear policy of the employer not to contract out or to lease current services. The parties are committed to maximising permanent employment where possible. There will be no contracting out, outsourcing or leasing of services currently provided by the employer at existing sites except in the following circumstances:</p> <ul style="list-style-type: none"> (a) in the event of critical shortages of skilled staff; (b) the lack of available infrastructure capital and the cost of providing technology; (c) extraordinary or unforeseen circumstances; or (d) it can be clearly demonstrated that it is in the public interest that such services should be contracted out. <p>In circumstances where contracting out occurs due to the existing workforce not having the required skill set to undertake the project or roles required, the employer agrees to provide evidence of this. Where contracting out occurs, contracts should include skills and knowledge transfer as part of the contract conditions where there is a requirement for ongoing use of those skills or knowledge.</p> <p>Consultation Processes – General</p> <ul style="list-style-type: none"> (a) Where the employer is considering to contract out or lease current services, the union will be consulted as early as

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		<p>possible, including before decisions on tenders occurs. Discussions will take place before any steps are taken to call tenders or enter into any otherwise binding legal arrangement for the provision of services by an external provider.</p> <p>(b) For the purpose of consultation, the union will be given relevant documents. The employer will ensure that the union is aware of any proposals to contract out or lease current services. It is the responsibility of the union to participate fully in discussions on any proposals to contract out or lease current services.</p> <p>(c) If, after full consultation as outlined above, medical offices are affected by the necessity to contract out or lease current services, the employer will:</p> <p>(i) negotiate with the union employment arrangements to assist medical officers to move to employment with the contractor;</p> <p>(ii) ensure that medical offices are given the option to take up employment with the contractor;</p> <p>(iii) ensure that medical offices are given the option to accept deployment/redeployment with the employer; and</p> <p>(iv) ensure that as a last resort, medical offices are given the option of accepting voluntary early retirement.</p> <p>22.4 Consultation Processes – Emergent Circumstances</p> <p>(a) The employer can contract out or lease current services without full consultation with the union in cases where any delay would cause immediate risks to patients and/or detriment to the delivery of public health services to the Queensland public.</p> <p>(b) Where possible, the employer will engage in rapid consultation with the Union utilising an interest-based problem solving approach before a final decision is implemented.</p>
19. Dispute resolution	Amendment of the current dispute procedure to include provisions similar to EB10 'co-operative resolution of disputes' clause.	<p>The parties agree to a co-operative and consistent approach to resolving industrial issues and disputes with a view to reducing disputation.</p> <p>During the life of the agreement, the parties will establish a MOCA OC sub-committee which will:</p>

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		(a) review matters which are proposed to be referred to the QIRC; (b) review disputes to assess whether industrial obligations are being observed; and (c) make recommendations to the Director-General.
20. Personal Protective Equipment (PPE)	A commitment that Medical Officers will be provided with the correct and appropriate Personal Protective Equipment (PPE) at all times.	Queensland Health acknowledges that Medical Officers must be provided with the correct Personal Protective Equipment (PPE) appropriate to the clinical need.
21. RDO definition	Queensland Health supports the definition of 'rostered day off' as per the <i>Medical Officer (Queensland Health) State- Award 2015</i> be included in MOCA6.	Rostered days off means those 4 days in every 14 day work cycle a resident medical officer is not rostered to perform ordinary working hours.
22. Part-time appointment for MPPPs	MPPP to be able to be appointed on a part time basis and remunerated accordingly.	A MPPP may be employed on a full-time or part-time basis. MPPP may be engaged on a part-time basis and paid as such. A part-time MPPP is an employee who: <ul style="list-style-type: none"> (i) is engaged to work regular hours each fortnight which are less than the ordinary hours worked by an equivalent full-time employee; and (ii) receives, on a pro rata basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work. For each ordinary hour worked a part-time employee shall be paid no less than 1/80th of the minimum fortnightly salary for their classification. By mutual agreement with the employer, a part-time MPPP may elect to work additional ordinary hours above their regular hours, up to and including full-time equivalent hours. The additional hours so worked are to be taken into account in the pro rata calculation of all entitlements. Subject to the above clause, all time worked by a part-time MPPP in excess of their ordinary hours prescribed on any one day or shift is to be paid at the appropriate overtime rate. Part-time MPPP are eligible for payment of salary increments in accordance with the provisions of clause (insert relevant MOCA6 reference).
23. Lactation breaks	Replication of the <u>Queensland Public Health Sector Certified Agreement (No. 10) 2019</u> 'lactation breaks' provisions in MOCA6.	Queensland Health is committed to the application of the Public Service Commission Breastfeeding and Work Policy and to a supportive work environment for employees who choose to breastfeed. Decisions made

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		<p>regarding requests for lactation breaks and flexible work options must be fair, transparent, and capable of review.</p> <p>Lactation breaks are to be made available to employees to breastfeed or express breast milk during work hours. Where possible, lactation breaks are to be provided as time off without debit. All Queensland Health employees are entitled to a total of one hour paid lactation break/s for every eight hours worked. For employees requiring more than one hour for combined lactation break/s during a standard working day, flexible work or leave arrangements may be implemented to cover the time in excess of that hour.</p> <p>Workplace facilities should be provided, where practicable, for employees who choose to express breast milk or breast feed their child during work hours.</p> <p>An appropriate workplace facility would include, where practicable:</p> <ul style="list-style-type: none"> (a) A private, clean and hygienic space which is suitably signed and lockable; (b) Appropriate seating with a table or bench to support breastfeeding equipment; (c) Access to a refrigerator and microwave; (d) An appropriate receptacle for rubbish and nappy disposal; (e) A powerpoint suitable for the operation of a breast pump; (f) Access to facilities for nappy changing, washing and drying of hands, and equipment; and (g) Facilities for storing breast feeding equipment (e.g. a cupboard or locker). <p>Where suitable workplace facilities are not available on-site, the employee should discuss suitable alternatives and agree on the most appropriate arrangement with their line manager.</p> <p>Employees who choose to breastfeed should be supported in that choice and treated with dignity and respect in the workplace.</p>
24. Professional Development, education and training	Agreed in principle to update to amend 'Part 7' of MOCA to reflect Queensland Health's recognition of professional development, education and training as a core value.	
25. IMGs	Clarification as to what clauses in the Agreement apply to International Medical Graduates (IMGs).	<p>Clause 1.3 of MOCA5.</p> <p>Insertion of words ("including International Medical Graduates (IMG))" after "medical</p>

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		<p>officers” so that the clause reads “this Agreement shall apply to health services conducted by/on behalf of the State of Queensland as follows: • Medical officers (including International Medical Graduates (IMGs)) employed by Queensland Health (i.e. Hospital and Health Services, Clinical Excellence Queensland, Queensland Public Health and Scientific Services and other divisions of the Department of Health) who are employed pursuant to awards listed in Clause 1.6.</p> <p>Removal of clause 7.5.7 of MOCA5.</p>
26. Vacancies	Queensland Health will commit to recruit to RMO vacancies and SMO permanent vacancies.	<p>This clause will not have application in instances where organisational change is occurring in accordance with the provisions relating to Organisational Change and Restructuring.</p> <p>There is no intention that there will be a net reduction of Department of Health or Hospital and Health Service medical officer staffing during the life of this agreement. However, the parties recognise that the employer does not maintain fixed establishment numbers.</p> <p>Having regard to workload management issues, the parties agree that where a permanent vacancy of a position is created due to retirement, resignation, termination, transfer or promotion a recruitment process will commence to fill the vacancy.</p> <p>The process is to commence within 14 days of the vacancy.</p>
27. Dedicated spaces	Dedicated space for doctors to have breaks, rest when working overnight, or on call, where the facilities can reasonably practically accommodate such requests.	
28. Appropriate office space and IT	Appropriate office space and IT, where the facilities can reasonably practically accommodate such requests.	Office space should be suitable.
29. Capital planning	Capital Works should consult with unions in capital planning.	
30. COVID testing	Queensland Health will provide access to COVID testing in those circumstances where testing is a requirement for healthcare workers.	
31. Bullying and occupational violence	A clause to reflect Queensland Health commitment to a Zero tolerance approach to bullying and occupation violence.	Queensland Health is committed to a Zero tolerance approach to bullying and occupational violence.

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		<p>Any employee involved in submitting an allegation of bullying must not be subjected to any act of victimisation or reprisal.</p> <p>Queensland Health is committed to working with employees to create and maintain a work environment that is free from workplace harassment. The principles underpinning this commitment include:</p> <ul style="list-style-type: none"> • any employee can complain about harassment to their supervisor, manager or union • all reasonable attempts are to be made to resolve and address complaints quickly and appropriately at the local level • investigations into allegations of harassment are to be conducted in a fair, independent and transparent manner • ensuring employees and witnesses who make complaints are treated fairly and appropriately. <p>Managers and employees have shared obligations for creating an ethical, professional and productive work culture by carefully considering their own behaviour and potential impact upon others.</p> <p>Any breaches of this policy are to be treated seriously and any substantiated allegations may result in disciplinary action, which can include dismissal.</p>
32. GPPA	Queensland Health propose to amend MOCA6 to no longer require SMOs to sign a new GPPA every MOCA.	<p>11.32 Granted Private Practice Agreement</p> <p>11.32.1 Private practice arrangements for SMOs are provided under the standard granted private practice agreement template. This agreement is to be completed at the time of commencement of employment.</p> <p>11.32.2 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</p>
33. MPPP HED into MOCA6	MPPP - Incorporate the terms of Health Employment Directive 6/20 'MPPP and MSPP Classification levels HED6/20 into MOCA6.	<p>Inclusion of following clauses in HED6/20:</p> <ul style="list-style-type: none"> • 7 'New classification levels for Rural Generalist Medicine (RGM) MPPPs'. • 10 'Appointments, increments and progression for newly appointed MPPPs'. • 11 'Medical Superintendent's Allowance'.

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34. Preservation of HR Policy B65	Protect and preserve 'Engagement of Resident Medical Officers' Queensland Health Policy B65 (POL341).	Inclusion of HR Policy B65 in Schedule 3.
35. Public Holiday entitlements	Queensland Health agree in principle to provide a commitment that rosters should not be manipulated to reduce access to public holiday entitlements.	Public holidays entitlements are provided in MOCA5, the Award and IR Act. Queensland Health agrees that all entitlements must be provided in accordance with the appropriate instruments. Queensland Health agrees that rosters should not be amended to avoid public holidays entitlements.
36. Cancellation or deferral of PDL or exam leave	Agree in principle to replicate provisions for from HR Policy C51 'Annual/recreation leave' 'Recall, cancellation or deferral of leave' to PDL and exam leave.	A delegate may, if organisational circumstances that could not have reasonably been foreseen (such as periods of demand for hospital services) so require it, recall an employee, cancel the approval or defer the taking of annual/ PDL or exam leave. An employee is to be allowed to take any annual/ PDL or exam leave from which they have been recalled or which was cancelled or deferred. This leave may be taken at the earliest time that is mutually convenient to both the employer and the employee, with the delegate having regard to the operational requirements of the work area. Where an employee has incurred expenses, such as deposit payments, relating to payments for accommodation and/or travel for the employee and/or their immediate family, and those expenses are lost due to a recall, cancellation or deferral of leave by the delegate, the expenses will be reimbursed by the relevant Hospital and Health Service/Department. Such reimbursement is conditional upon the employee producing evidence of losses incurred, in the form of receipts or other evidence to the satisfaction of the delegate
37. Consultation re roster changes	Queensland Health agree in principle to consult with employees on roster changes.	
38. Flexible work	QLD Health, as an employer of choice, recognises the need for a modern, flexible, and adaptive workforce through its commitment to supporting HHS's develop frameworks for part-time and flexible appointments.	
39. SiM's	Include 'Students in Medicine' in MOCA6.	Insertion of clause 6.2.1 'remuneration' of HED5/22 'Employment Framework- SIM' in MOCA6.
40. Clauses to be removed	The following clauses contained within the current agreement will not be	Removal of following clause "2.1.2 In the event that a new Government Wages Policy

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	<p>included in the replacement agreement:</p> <ul style="list-style-type: none"> • Clause 2.1.2 • Clause 2.4 <p>Clauses in the current agreement which are 'for the life of the agreement' or which were not intended to be rolled over:</p> <ul style="list-style-type: none"> • Clause 1.12 Standby Policy Review • Clause 1.17 Review of RMO Employment Arrangements • Clause 11.19 Excessive Phone Calls • Clause 11.25 Rural and Remote Review 	<p>delivers a higher quantum than the current wages policy, any additional increase will be passed on and back-dated to 1 July 2018".</p> <p>Removal of 2.4 'Award Maintenance' clause:</p> <p>2.4.1 The employer will support union applications to amend any of the parent awards to this Agreement to incorporate wage adjustments based upon the MOCA4 during the life of this Agreement.</p> <p>2.4.2 The employer will consent to applications made after the nominal expiry date of this Agreement to amend any of the parent awards to incorporate wage adjustments and the new classification structure contained within this Agreement.</p>
41. No further claims	Inclusion of a 'no further claims' clause	<p>NO FURTHER CLAIMS</p> <p>This agreement is in full and final settlement of all parties' claims for its duration. It is a term of this agreement that no party will pursue any extra claims relating to wages or conditions of employment whether dealt with in this agreement or not.</p> <p>This agreement covers all matters or claims that could otherwise be subject to protected industrial action.</p>

Other Matters (not part of MOCA)	
Superannuation changes (not part of MOCA)	<p>Acknowledgement that Queensland Health implement the following superannuation changes:</p> <ul style="list-style-type: none"> • Employer contribution of 12.75% on ordinary time earnings (OTE), even where employees don't make a standard contribution. • All employer contributions will be calculated on OTE including when employees are on paid leave. • From 1 April 2023, employees can choose to reduce their standard contribution to 0%. Where this occurs, the employer contribution will decrease to 10.5% of the OTE, with the reduction recovered by a one-off top up in the employer contribution in 2023-24 (the top up to occur between July and September 2023).
Special Pandemic leave (not part of MOCA)	<p>An acknowledgement that a Health Employment Directive was issued to enable employees who are diagnosed as COVID-19 positive or have cared for a family member diagnosed as COVID-19 Positive, subject to providing satisfactory evidence, to access up to 20 days paid special pandemic leave before accessing the employee's available sick leave. The Health Employment Directive will continue to apply until 30 June 2023.</p>

**Proposed MOCA6 Queensland Health revised offer for in principle agreement
– Subject to Government approval**

Other Matters (not part of MOCA)	
Queensland Health Workforce Strategy (not part of MOCA)	There is a commitment to consult with union partners on the development of the Queensland Health Workforce Strategy and to finalise the plan by July 2024.
Quarterly forum (not part of MOCA)	There is a commitment to establish a quarterly forum, chaired by the Director-General, to support cultural improvement within the medical profession, and the development of systemwide view of the medical workforce.
Flexible working arrangements (not part of MOCA)	A commitment to review Queensland Health's flexible working arrangements position, including HR Policy C5 Flexible working arrangements, following the Public Service Commission's release of the 'flex-connect'