

14 February 2018

Theresa Hodges  
a/Chief HR Officer  
Department of Health

**Sent via email:** [theresa.hodges2@health.qld.gov.au](mailto:theresa.hodges2@health.qld.gov.au)

Dear Theresa,

**Re: ASMOFQ Response - Notice of intention to bargain for a replacement Certified Agreement**

In response to the section 169 Notice of intention to bargain of the *Industrial Relations Act 2016 (Act)* dated 30 January 2018, ASMOFQ serves the **attached** ASMOFQ Log of Claims (**ASMOFQ Log**) specific to Medical Officers on the Department of Health.

ASMOFQ also seeks the following, subject to the ASMOFQ Log:

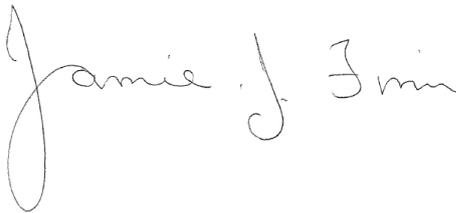
- Existing terms and conditions from MOCA 4 shall be preserved and rolled over into MOCA 5.
- All conditions and entitlements contained in policies shall be preserved and will not be reduced for the life of MOCA 5.
- The dispute resolution procedure (Prevention and Settlement of Disputes Relating to the Interpretation, Application or Operation of this Agreement) shall apply to matters outside of the MOCA, which pertain to the employment relationship, including policy documents.
- Genuine commitment to consultation prior to a definite decision is made in relation to organisational changes, restructuring and the implementation of new technology.



- No forced retrenchments. Maintenance of employment security.
- Limitations on the outsourcing and privatisation of public health services

If you have any questions in relation to this letter please call Mr John Cosgrove, Senior Industrial Relations Advocate on 07 3872 2228 or email [j.cosgrove@amaq.com.au](mailto:j.cosgrove@amaq.com.au)

Your sincerely,



Dr James Finn  
**ASMOFQ**  
**State Secretary**



## Common Claims

No.	Item	Description
1	Agreement Length (clause 1.4)	3 year agreement.
2	Remuneration Increase (clause 2.1)	5% increase per year for the life of the Agreement.
3	On-call (clause 4.11)	Additional payment received by the MO for providing clinical advice over the telephone, in addition to the current on-call rate which is paid in compensation for the MO to remain fit ready and able for duty should they be required to be recalled to duty.
4	Professional Development Leave (4.9 and 4.10)	Increase in PDL for all MOs to 4 weeks.  The MO will be given the <u>option</u> to cash out their PDL balance upon separation.
5	Inaccessibility Allowance (clause 6.1)	Where the MO separates from the service or changes location of employment, the MO will be paid the pro rata portion of the allowance.
6	Meal Breaks (clause 4.12)	Standard Meal Break is 30 minutes unless the HHS can demonstrate that a longer meal break is required <u>and</u> written agreement is reached with the MOs.  Where a break is not available, the MO will be paid overtime until a break is taken or until the end of the shift, whichever occurs first.  Ability for the MOs to take two 'rest pauses' throughout the day.
7	Provision of Safe Transport (clause 5.7)	Where the MO is identified as fatigued, the MO will arrange for a taxi from the workplace to the MO's place of residence at the conclusion of their duties and then a taxi from the MO's place of residence to the workplace prior to the next shift. The MO will provide the employer with receipts for the travel and the employer will reimburse the MO.  Additional clause in relation to <u>reimbursement</u> for paid parking where the MO has identified as fatigued and subsequently left their vehicle within paid parking at work.
8	Leave (Annual, LSL and PDL)	No unreasonable refusal of leave for MO's  No unreasonable refusal to take leave at half pay for all MO's.
9	Objectives of the Agreement	Review of the objectives of the Agreement.



## RMO Claims

10	Vocational Training Subsidy (clause 4.10.5)	Increase in VTS to \$6000
11	Professional Development Allowance (Non-Vocational Trainees) (clause 4.10.6)	Increase in PDA for non-vocational trainees to \$4,000.
12	Professional Development Leave (clause 4.10.3)	a separate clause that Professional Development leave will not be used as a replacement for examination leave.
13	On-call (clause 4.11.2)	Clarification that on ' <i>proximate call</i> ' within the Award is not applicable.
14	Maximum Shift Length (clause 4.1.2)	Maximum Shift Length 12.5 hours. Clause 4.1.2 of MOCA 4 only refers to the span of 'ordinary hours'. Maximum shift length within the Agreement should reference 12.5 hours including rostered and un-rostered overtime.
15	Professional Development Leave/Leave Without Pay	LWOP to be made available to RMO who is undertaking PD activities but has utilized their entire PDL balance. LWOP not to be unreasonably refused.
16	Professional Development Leave for Rural and Remote Areas	Additional PDL allowance for RMOs who are located in rural and remote areas to allow the RMO to travel to and from major city where the PDL activity is.
17	Transfer of Entitlements	RMO entitlements (PDL, sick leave, LSL etc.) remain frozen for up to 24 months when the RMO leaves the health service <u>except in cases where the RMO requests the entitlements to be paid out</u> . Statutory entitlements paid out in line with provisions of the Act.
18	Annual Leave	No unreasonable refusal or change of leave.
19	Accommodation Assistance for RMOs on rotation and/or secondment at another hospital.	Reference to policy D08 within the Agreement. D08 protected within the Agreement.



## SMO Claims

20	Indexation and back payment of allowances	Motor Vehicle Allowance (clause 4.19), Professional Development Allowance (4.9) and Inaccessibility Allowance (clause 6.1) increased annually in line with pay increases, with increases back paid since introduction of allowances.
21	On-call (clause 4.11)	Equally divided based on FTE within the department within SMOs scope of clinical practice. Option to volunteer for increased on-call.
22	Clinical Support Time (clause 4.8)	<p>Minimum of 10% per SMO, with higher amounts payable where the SMO can demonstrate they require additional time due to increased non-clinical duties (e.g. clinical leadership positions, supervisors of training etc.)</p> <p>Statement confirming that CST is protected time and should not be used to deal with staffing shortfalls or fatigue mitigation strategy.</p>
23	Outside Practice and Other Business Activities (clause 4.20)	Removal of clause 4.20 from Agreement.
24	Preservation of individual employment arrangements (clause 4.18)	Retain clause 4.18 in Agreement.
25	Fatigue Leave (clause 5.2 and clause 4.11) while on-call	Rewording of clauses to clarify that Fatigue Leave applies for SMOs while on call.
26	Fatigue Leave (clause 5.2)	<p>270% payment for SMOs who are identified as being fatigued but <i>“subject to the Medical Superintendent or delegate making an assessment of the organisation’s ability to reasonably defer or delegate the medical officers’ work”</i> the SMO is required to perform work.</p> <p><i>“Ordinary work”</i> – Fatigue leave applies when recalled, on-call and identify as fatigued.</p> <p>Reference to patient safety regarding fatigue reporting.</p>



27	Extended Hours (clause 4.3)	Interpretation and application of clause 4.3 extended span of ordinary hours to meet clinical need.
28	MSRPP/MORPP	Review and consider MSRPP/MORPP terms and conditions of employment (fatigue, overtime, recall, on-call and remuneration package) to align with SMO entitlements.
29	FACRRM and FRACGP	Advancement of FRACGP and FACRRM without advanced credentialed practice beyond level 18.
30	SMO Stand by arrangements (Queensland Health Policy C23)	Policy C23 – Senior Medical Officer terms and Conditions incorporated into the Agreement.
31	Provision of <u>non-extended</u> hours Rosters (including on-call roster)	Rosters provided to SMOs no less than 4 weeks in advance.
32	Metropolitan Indigenous Retention Allowance	Retention Allowance of 25% for SMOs working in metropolitan indigenous health centres.
33	Working from Home 'digital recall'	Working from Home remuneration contained within agreement. Not to be used during normal span of hours and not to replace recall. To be used when SMO is performing work more substantial than telephone conversation but is not required to return to work.
34	Extended Hours Loading	Extended Hours Loading payable on all hours worked.
35	Emergency Department definition	Agreed definition of an 'Emergency Department' for the purposes of claiming ED25.
36	Office Space for SMOs	Dedicated office space for SMOs. No 'hot desk' and no 'open plan offices'.

### Acronym List

- MO – Medical Officer
- SMO – Senior Medical Officer
- RMO – Resident Medical Officer (Including Registrar)
- PDL – Professional Development Leave
- PDA – Professional Development Allowance
- VTS – Vocational Training Subsidy
- CTS – Clinical Support Time
- LWOP – Leave Without Pay
- LSL – Long Service Leave
- Agreement – MOCA 5
- FTE – Full Time Equivalent
- Act – Industrial Relations Act 2016 (Qld)

