

ASMOFQ Log of Claims

(as of 23 February 2022)

- Existing terms and conditions from MOCA 5 shall be preserved in MOCA 6.
- All conditions and entitlements contained in policies shall be preserved and will not be reduced for the life of MOCA 6.
- There shall be no forced retrenchments and employment security shall be maintained.
- Outsourcing and privatisation of public health services shall be limited to exceptional circumstances.
- The Outside Business Activities declaration will be removed.
- Engagement of Medical Officers in decision-making that affects the provision of clinical services will be genuine and shall be improved.
- The Department of Health shall take significant ownership of industrial issues which affect our members, and actively resolve them.
- The Department of Health commits to maintaining manageable workloads for Medical Officers.
- The Department of Health commits to the recruitment of an appropriate FTE of Medical Officers across all services.
- Medical Officers will be provided with the correct and appropriate Personal Protective Equipment (PPE) at all times, and these will be properly fit-tested.
- There will be improved transparency and better governance of the use of Medical Officers' provider numbers.
- Current issues regarding liability and financial arrangements pertaining to Medicare billing shall be resolved.

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- The Private Practice cap for retention contracts shall be indexed.
- The Department of Health establishes a state-wide program to assist Medical Officers who have a physical and/or a psychological impairment in securing employment, and implements appropriate systems and networks to enable them to perform their clinical duties.
- There shall be an absolute separation of actions taken by the employer in the course of reasonable management practices and Medical Officers' professional credentialling and registration.
- Where reasonably practicable, the Department of Health commits to sustainable procurement processes.

Common Claims

No.	Item	Description
1	Agreement Length	Further discussion during bargaining required
2	Remuneration increases: wage increases and allowance indexation to continue for the life of the Agreement.	Further discussion during bargaining required
3	Manageable workloads: where appropriate, Medical Officer to Patient Ratios shall be introduced	Further discussion during bargaining required
4	Improved compliance with roster notifications (including changes to existing rosters)	Further discussion during bargaining required
5	Improved access to PDL, including PDL out of core hours (genuine commitment from Queensland Health to their requirements under MOCA to not unreasonably withhold)	Further discussion during bargaining required

RMO Claims

6	<p>10 Hour Break and Fatigue Penalty for Resident Medical Officers</p> <p>An RMO will be provided with 10 hours off duty ("fatigue break") before being required to be on duty again. Should an RMO not receive 10 hours off duty immediately prior to the beginning of their next shift (whether ordinary or overtime),</p>	<p>An RMO's eligibility for the fatigue penalty will not be adversely affected by the cause of fatigue i.e. working rostered overtime vs. ordinary hours prior to the next shift; or deficient rostering practices.</p>
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	they will be entitled to a fatigue penalty. In instances where an RMO resumes work without having a 10 hour break, regardless of the reason why there has not been a 10 hour break, the RMO shall be paid double rates until they are released from duty.	
7	<p>Protected Days Off</p> <p>Rostered overtime is becoming increasingly common.</p> <p>QH have adopted the approach that the required "days off" are only in relation to "ordinary hours" therefore days where only overtime is worked are technically counted as a "day off".</p>	Any day worked, whether rostered overtime, unrostered overtime, or ordinary hours, will not be constitute a "day off"
8	<p>Professional Development Leave</p> <p>(genuine commitment from Queensland Health to their requirements under MOCA to not unreasonably withhold)</p>	<p>All RMOs and Interns, should be entitled to accrue 3.6 (increase from 1.6) weeks of PDL per year in addition to existing exam leave entitlements.</p> <p>For discussion: mechanism to ensure RMOs are taking their PDL.</p>
9	RMO PDA and VTS amounts	Further discussion during bargaining required.
10	Greater flexibility and acceptance of part-time as opposed to full-time RMO appointments.	Further discussion during bargaining required.

SMO Claims

11	Indexation of allowances	Professional Development Allowance and Inaccessibility Allowance increased annually in line with wage increases.
12	Preservation of individual employment arrangements	Retain clause 11.29 in MOCA 5
13	MSPP/MOPP	Review and consider MSPP/MOPP terms and conditions of employment (fatigue, overtime, recall, digital recall, on-call and remuneration package) to align with SMO entitlements and achieve parity. Greater flexibility and acceptance of part-time as opposed to full-time appointments.
14	FRACGP and FACRRM	Advancement of FRACGP and FACRRM without Advanced Credentialed Practice beyond Level 18 and recognition of

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		FRACGP and FACRRM as specialties
15	Attraction and Retention Incentive Allowance – Senior Medical Officers	Specialist medical practitioners including specialist general practitioners should receive an allowance of 50% of base salary
16	Mechanisms to recruit and retain medical officers who are active clinical researchers, academics, and/or educators with current active clinical roles	Further discussion during bargaining required.

VMO Claims

17	Existing terms and conditions of employment preserved.	Further discussion during bargaining required. <i>Refer to the VMO Contract of Employment, VMOs Terms and conditions of Employment and Senior Health Employee Contracts.</i>
18	Commitment to employing new Visiting Medical Officers (VMOs) and maintaining employment of current VMOs for the life of the agreement	Further discussion during bargaining required.
19	Wage rates and allowance	Further discussion during bargaining required.
20	Classification Structure, Appointments, Increments and Progression.	The inclusion of a VMO classification and salary structure. <i>Schedule 1 – Wage rates and allowances.</i>
21	Part 11 Employment Conditions from MOCA 5	<i>See below. The following will not be less than what is already provided for, as noted above. The following may be simply amended to include VMOs and/or new clauses inserted.</i> 8.1.1 Inaccessibility allowance and 8.1.2 Benefits 11.4 Hours of Work – VMOs Posting of rosters for VMOs Meal Breaks Medical Officers (and VMOs) Rest Pauses On-Call and Recall On-Call Allowance



AUSTRALIAN SALARIED MEDICAL OFFICERS' FEDERATION QUEENSLAND, INDUSTRIAL ORGANISATION OF EMPLOYEES

MOCA 6 NEGOTIATIONS

		On-Call SMO Digital Recall Physical Recall Digital Recall with Physical Recall Excessive Phone Calls Clinical Support Time Confidential Workspaces Safe Workspaces
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Notwithstanding the above, parties may wish to add further claims as part of the bargaining process.