



Qld Medical Officers Individual Contracts: Frequently Asked Questions

Background

In November 2012 the current State Government entered into a certified agreement with Medical Officers (SMOs and VMOs) across Queensland, the Medical Officer Certified Agreement No 3 (MOCA3).

Last year, the State Government announced it was breaking this agreement with you and introducing statutory individual contracts.

ASMOF, AMA and Together entered into negotiations with the State Government to ensure that your terms and conditions of employment would not be adversely affected. The State Government has largely ignored the concerns raised by ASMOF, AMA and Together during these negotiations. In many instances they did not even respond to issues we raised.

In January 2014 the State Government announced that negotiations were finished. This was their view, not the view of ASMOF, AMA and Together. ASMOF, AMA and Together have attempted to get the State Government back to the negotiating table but they have refused and released the final contracts without any agreement from Qld Doctors.

On 24 January 2014 the State Government issued a Health Employment Directive creating individual contracts of employment.

There are four important documents which outline the terms and conditions of employment under these new contracts:

1. SMO Employment Framework Health Employment Directive
2. Senior Medical Officer Contract of Employment
3. Senior Medical Officers terms and conditions of employment - contracts
4. Total remuneration framework conditions for senior medical officers

Below is a list of Frequently Asked Questions and Answers about the proposed terms and conditions of employment:

Why am I being advised not to sign the new contract?

Do not be under any illusions that this is about flexibility, choice or a more efficient health system. Such objectives can be achieved through collective agreements.

This is about cost cutting, and the cost they are targeting first up is you – at the expense of your wages and conditions.

You are being asked to negotiate contracts, but if you read the Health Employment Directive, the only parts of the contract that Hospital and Health Service's (HHS) are allowed to negotiate are remuneration, KPIs and hours of work.

You will be unfairly disadvantaged by signing the contract. The contracts constitute significant reductions in the employment conditions compared to the MOCA3 including

1. Remuneration and KPIs

Remuneration under the new contract is structured in the following way:

- Base Salary for Position based on MOCA3;
- Tier 1: Motor vehicle allowance and professional development allowance;
- Tier 2: Workplace flexibility for additional hours and on call (Overtime may be paid on an exception basis or annualised. Recall will be paid by exception only);
- Tier 3: 25% of Base Salary to be assessed in accordance with KPIs related to performance of clinical and business accountability indicators and the performance and productivity indicators; and
- Tier 4: rural and remote and management and leadership allowances, specialist recruitment and medical attraction.

There is no guarantee of commensurate income under the new contracts. The State Government has refused to guarantee that doctors will not be worse off under the contracts

25% of your salary will be linked to KPIs. These KPIs have been set and include KPIs over which you as an individual SMO may have little or no control. If you do not meet your KPIs your Tier 3 remuneration will be decreased by each KPI you do not meet.

Tier 2 payments are not paid while on leave. This includes maternity leave on the basis of information published by the State Government so far.

2. Termination of Employment

The new contracts remove protection from unfair dismissal and it is much easier for the HHS to terminate your employment.

If you have been working in the public system for five years or more you can be terminated for no reason with six months notice. If you have been working in the public system for less than five years, you are only entitled to three months notice.

Importantly, you can be terminated without notice if your registration is restricted in any way. This means that if your registration with the Medical Board of Australia is affected by the imposition of conditions or an undertaking, you can be sacked.

Restrictions can be placed on your registration in circumstances where:

- you are ill or have injured yourself; or
- as a result of complaint (notification) made against you either from a patient, colleague or management.

You have only a limited right to ask the HHS to reconsider the decision to terminate you if the decision is harsh, unjust, and/or unreasonable, which presently allows you to make an unfair dismissal application in the Queensland Industrial Relations Commission ("QIRC"). Under the contract, you will have no option but very lengthy and costly Supreme Court contractual claims that do not include reinstatement.

3. Dispute Resolution

Presently, if you are aggrieved, either individually or collectively, by a decision of your employer you can seek dispute resolution in the QIRC. The QIRC can arbitrate the dispute and issue a binding decision that resolves the dispute.

Under the contract, binding arbitration is now removed from the dispute resolution process. If you have a workplace grievance, a dispute over workplace policy or a dispute in regard to the contract such as unfair KPIs, or the Health Service refusing an increment or refusing leave, it must be raised with your line manager, then the CEO, then mediation. Even mediation (which is a process based on agreement by both parties) is voluntary. If the matter is serious enough your only avenue if the HS declines mediation, or declines the mediator's recommendation, is to the Supreme Court – and then only for monetary compensation.

Your employer is not obliged to change its decision no matter how unfair it is.

4. Shift Work

Your employer can impose shiftwork arrangements on you with minimal consultation. Other than the dispute resolution process, there is nothing to prevent this happening. This is a wide and sweeping new right the HHS has.

There is no additional money for doctors working shift work. There is no additional loading for night duty and there are no provisions for junior or senior staffing levels. Important fatigue provisions in MOCA3 are excluded from the new contract.

5. Directives trump Contracts

Previously, Public Service Directives could not disadvantage doctors in the terms and conditions of their employment. If they were inconsistent with the MOCA3, the MOCA3 prevailed.

Now the DG can issue a Health Employment Directive which can change your conditions of employment without consultation or agreement with you.

6. No certainty

Most of the clauses of the contract can be amended without consultation and agreement with you. There is no guarantee that the contract you are asked to sign will not be changed unilaterally by the HHS as it suits or pleases them.

ASMOF, AMA and Together strongly recommend doctors DO NOT sign the contracts.

Have other Doctors in QLD agreed not to sign?

More than 500 doctors from across the state attended an emergency meeting earlier this year where they voted to reject the contracts. Since this time doctors throughout the State have expressed their opposition to the State Government's actions and agreed to refuse to sign these unfair contracts.

If we are to be successful in having the contracts re-negotiated to account for the serious issues above, we need all Queensland's Doctors to oppose the contracts.

Doctors across the State are coming together to oppose the introduction of these contracts.

What happens if my HHS asked me to attend a meeting to discuss my contract?

- Politely decline to attend negotiations. ASMOFQ has a template letter/email on their website that can be used in correspondence
- If you do attend negotiations, take a trade union representative with you

- Refuse to sign anything until you have seen and read a final copy of the contract including rights of private practice and all associated documents AND taken advice from your union.

What happens if I don't sign a contract before 30 April 2014?

The short answer is nothing. You will still be covered by the Award and MOCA3. None of your terms and conditions of employment will change at 30 April 2014.

Will my employment be terminated if I don't sign a contract before 1 July 2014?

No, it is unlawful for the HHS to terminate your employment by refusing to sign the contract. If such a threat is made, contact your union immediately.

At this stage, the MOCA3 will continue to apply to your employment until one of the following events occurs:

1. a health employment directive is issued which excludes the operation of MOCA3; or
2. the Government applies to the Queensland Industrial Relations Commission ("the Commission") to terminate the agreement following its nominal expiry date; or
3. until the expiration of three (3) years following the nominal expiry date of MOCA3 which is 30 June 2015 - that is 30 June 2018.
- 4.

What happens to private practice arrangements from 1 July 2014 if I don't sign?

You will lose your right to private practice from 1 July 2014.

Can my employment be terminated for speaking out about the contracts?

No. You are entitled to the protections in the freedom of association provisions of Chapter 4 of the IR Act in respect of activities you engage

in as part of the Union campaign against the introduction of high-income guarantee contracts.

You should join a union and seek representation from ASMOFQ or Together in any negotiations as this may entitle you to certain protections under law. You should encourage your colleagues to join a union as you will have certain protections at law that would be unavailable to you if you are not a union member.

If you are a union member you have additional legal protections in respect of the contract negotiations.

What can I do to support the campaign?

ASMOF, Together and the AMA are working together to campaign against the contracts.

A fighting fund has been established through ASMOF to help doctors campaign for fairer employment conditions.

If you'd like to donate to the Fighting Fund, the details are:

BSB: 062172

Account no: 10446032

Account name: ASMOF Queensland Fighting Fund

*Please put your full name in the description