

## Resident Medical Officers Enterprise Agreement Negotiations Minutes

<b>Date</b>	Tuesday 31 July 2018	<b>Time</b>	Scheduled: 2:00-3:30pm Actual: 1:38pm - 2:29pm
<b>Venue</b>	HR Conference Room (Level 4, Duncombe Building)		

### Attendance

Name	Initials	Position Title/Role	Attending	Apology
<b>Members</b>				
Ray Kelly	RK	Manager – Industrial Relations	Y	
Sam Dodd	SD	Industrial Relations Adviser		A
Rachael Gilbert	RG	HR Business Partner		A
Caroline Meredith	CMe	Senior HR Business Adviser	Y	
Dr Clare Morgan	CM	Chief Medical Officer	Y	
Olivia Paton	OP	Medical Recruitment Coordinator	Y	
John Cosgrove	JC	ASMOFQ – Senior Industrial Advocate		A
Michelle Cowan	MC	ASMOFQ – Senior Industrial Officer	Y	
Marwan Shawki	MS	Senior House Officer	Y	
<b>Proxies</b>				

\* Y – Yes attended; N – No, absent; A – Formal Apology;

Item #	Record of Meeting
1	<p><b>Welcome and apologies</b></p> <p>1.1 Meeting commenced at 1:38pm. 1.2 Mater rep welcomed all members to the meeting and noted the above apologies. 1.3 Minutes approved and will go up on Mater Intranet site.</p>
2	<p><b>Introductions</b></p> <p>2.1 Introductions for the benefit of CM and MS as they were not in attendance at Meeting #1.</p>
3	<p><b>Employee representatives table and discuss their Log of Claims</b></p> <p>3.1 Mater rep noted a meeting was held yesterday (Monday 30 July 2018) given JC is on parental leave from today for two (2) weeks. At the 30 July 2018 meeting, ASMOFQ tabled its Log of Claims (refer to <b>Appendix A</b>). 3.2 Mater has not received notification of any other employee bargaining representatives.</p>
4	<p><b>Discussion of ASMOFQ Log of Claims on 30/07/2018</b></p> <p>4.1 ASMOFQ tabled Log of Claims and rep confirmed MC will bring their Log of Claims to the meeting tomorrow with a cover page signed by their Secretary. The letter will stated that all existing terms and conditions will be preserved.</p> <p><u>ASMOFQ Log of Claims</u></p> <p>4.2 Agreement Length (cl 1.3) = 3 year agreement. 4.3 Remuneration Increase and Indexation of Allowances (cl 3.2) = 5% increase per annum for the life of the Agreement with an indexation of allowances. Prevention and Settlement of Disputes (1.10) = The inclusion of 'Status Quo'. 4.4 Consultation (1.12) = to consult with parties to the Agreement prior to a definite decision to introduce major change. ASMOFQ confirmed requesting more than what is in the model term. 4.5 Professional Development Support (PDS) (cl 6.2) currently at \$1076.9 approx. Was \$1000 – indexed 2.5% each year = Increase in PDS for non-vocational trainees to \$4,000. PDS for non-vocational trainees paid as a fortnightly allowance. Mater Rep noted all agreements are on a reimbursement basis rather than a fortnightly allowance. This needs to be discussed in more detail with the CMO. 4.6 Professional Development Leave (PDL) (cl 6.4) currently 38 hours (1 week) = Increase in PDL for RMOs to 4 weeks. PDL will not be unreasonably refused. Members want more time for study and courses. Mater Rep asked if PDL was being refused often and what were the reasons being given to the staff for this? ASMOFQ Rep advised he assumes it is staffing issues and would like any refusal to have the reasons attached to the application. Mater Rep asked if refusals for PDL are happening in more areas than others. ASMOFQ Rep was not sure. Mater rep asked what the driver is for 4 weeks. ASMOFQ re said staff do not have enough leave and are using ARL for professional development leave; they want to leave it for study time. 4.7 Vocational Training Subsidy (VTS) (cl 6.3) = Increase VTS to \$6,000. VTS automatically paid as a fortnightly allowance to those appointed to the Registrar or Senior Registrar classifications. Mater Rep asked if \$6,000 VTS is in the MOCA. ASMOFQ Rep confirmed it is not but would be looking for consistency across the industry. Mater rep noted that Mater needs to be sustainable. 4.8 Night Shift Penalty – Currently 15% same as Afternoon Shift Penalty (cl 5.4) = Increase Night Shift Penalty to 20% and Increase Afternoon Shift Penalty to 20%. This is a 'big ticket item' and they want comparison to nurses and currently the night shift component is too low. 4.9 Rest Pauses = 2 x 10 min rest pauses taken during paid time for a shift less than 8 hours. They currently have none</p> <p><u>Other Matters</u></p> <p>4.10ASMOFQ rep asked if Mater looks at other state's EA's. Mater rep advised we consider QLD market generally. 4.11ASMOFQ rep asked if we just compare with Queensland Health. Mater rep confirmed we don't but they</p>

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	<p>are just one of the market comparisons we make, but particularly relevant for RMOs.</p> <p>4.12 ASMOFQ stated Ramsey have arrangements. Mater rep confirmed they are on contracts though.</p> <p>4.13 ASMOFQ asked how long negotiations will take. Mater rep advised as soon as possible but we need to ensure we are dealing with matter appropriately.</p> <p>4.14</p>
5	<p><b>Mater table and discuss its Log of Claims</b></p>
	<p>5.1 Mater rep confirmed Group Chief Financial Officer will attend next meeting to provide financial context and overview.</p> <p>5.2 Mater rep tabled Mater’s Log of Claims (refer to <b>Appendix B</b>).</p> <p><u>Introduction by CM</u></p> <p>5.3 Mater has a contract with Queensland Health to provide public services, and is based on payment for activity, which is capped, but Mater must still attend to additional payments that present. Revenue arrangements in relation to the contract have therefore completely changed in recent years. This is the third time an agreement has been negotiated for junior medical staff with them having a separate EA.</p> <p><i>Guiding Principles</i></p> <p>Fundamentally, everything we do is to enable Mater Group to provide the highest quality of healthcare services for the benefit of our community.</p> <p>In negotiations for a new Enterprise Agreement (EA), Mater will be guided by the following principles:</p> <ul style="list-style-type: none"> <li>• streamlining and simplification of EA where appropriate;</li> <li>• negotiations without prejudice and finalised as a “package”;</li> <li>• terms and conditions of employment that: <ul style="list-style-type: none"> <li>○ are suitable for Mater and its employees;</li> <li>○ take account of industry standards and benchmarks; and</li> <li>○ ensure Mater as an organisation has a sustainable future.</li> </ul> </li> </ul> <p><i>Current Environment</i></p> <p>Mater is a private not-for-profit organisation which needs to:</p> <ul style="list-style-type: none"> <li>• provide healthcare, education and research services to the community funded via a range of sources;</li> <li>• provide efficient and cost-effective services in a tightening health cost environment, particularly in the private health sector;</li> <li>• drive innovation and creativity by focusing on opportunities for improvement and efficiencies; and</li> <li>• build upon Mater’s continuous focus on safety, experience, quality, efficiency and future viability.</li> </ul> <p>Like all healthcare services, there is a continued expectation from our funding providers to increase activity and outcomes without increased funding, in other words “do more with less”. The funding models of health, education and research will continue to change and evolve via government, private sector and community influences with an expectation of improved integration and outcomes.</p> <p><u>Claims</u></p> <p>Mater rep explained Mater’s eight other EA’s and the reasons for consistency with clauses where appropriate and can provide draft clauses at next meeting.</p> <ol style="list-style-type: none"> <li>1. Mater rep outlined clauses in the Log to be simplified / updated for conciseness and easier reference by staff without change to entitlements.</li> <li>2. Mater rep outlined clauses in the Log proposed to be removed for conciseness and easier reference by staff, but no impact on conditions also – outlined in legislation and Mater policy.</li> </ol>

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	<p>3. Remove clauses that are better placed in Mater policy framework where appropriate (eg. Salary Sacrificing clause as unnecessary (cl 3.3) – Mater makes sure we provide in our recruitment process the information salary sacrificing).</p> <p><u>Part 1 – Preliminary Matters</u></p> <p>4. Renewal or Replacement Agreement (cl 1.4.1) – Confirmed negotiations need to be efficient. It has been made clear from Executive the goal is to be more efficient. The goal is to commence negotiations earlier. So therefore is it necessary to include this clause?</p> <p>5. Review Mater Medical Officers’ Consultative Group clause (cl 1.13) – Noted feedback is that it is hard to get people involved and attend these.</p> <p><u>Part 2 – Basis of Employment</u></p> <p>6. Notice of Termination of Employment (cl 2.5) - Withholding monies when notice not provided by employee.</p> <p><u>Part 3 – Wages and Salary Related Matters</u></p> <p>7. A fair and sustainable wage increase (cl 3.2) - Noted Claim from ASMOFQ’s log and confirmed EA negotiated as a package and dependent on other matters.</p> <p>8. Clarify Classification Structure, Appointments, Increments and Progression (cl 3.4) - looking at clarify or adding additional classifications if necessary – still under consideration.</p> <p><u>Part 4 – Leave</u></p> <p>9. Review Parental Leave clause (cl 4.2)</p> <p>10. Review Maternity and Adoption Leave at half pay option (cl 4.3) – need to adjust wording of clause to align with NES about accruing leave at half pay</p> <p>11. Review Long Service Leave at half pay option (cl 4.4) – as above.</p> <p>12. Review Annual Leave clause (cl 4.5) - Slight rewording to make clearer to read.</p> <p>13. Clarify Cashing out of Annual Leave clause to ensure leave has previously been accessed (cl 4.7) - Include pre- condition that employee has taken at least 2 weeks in the previous year – ensure staff are having a break as intended. ASMOFQ rep noted there is more of a concern around employees not being able to take their leave and applications not being approved.</p> <p>14. Review Direction to take Annual Leave clause and remaining balance after direction given (cl 4.9) - After the direction, have 8 weeks leave balance left. Currently, 2 years accrual is minimum balance. As RMOs have 5 weeks minimum ARL, Mater not seeking 6 weeks balance as per modern award, but more appropriate for it to be 8 weeks – if remains as 2 years accrual, then after direction, immediately accruing excessive leave again.</p> <p>15. Include clause regarding Annual Leave during planned closure periods CM explained as part of QH contract, the Qld Govt pays for a fixed amount of health services/activity from Mater. If Mater perform too much work relative to the revenue received, then Mater working at a loss. Therefore, to manage this, Mater needs to pause activity at periods like Christmas and Easter otherwise public work performed for no revenue. Various areas stay fully functional but in some clinics and in elective surgery Mater reduces activity/patient. Therefore these are times (ie. aligning with when employees tend to take leave anyway) that employees may be expected to take leave.</p> <p>16. Review timeframes/occasions employee is required to provide supporting evidence for Personal Leave (cl 4.11.2) – If Personal Leave is taken for more than 2 days evidence is required. Consistent with other Mater EAs, propose to include evidence requirement also for either side of a leave day, Public Holiday etc. Review Public Holidays clause in relation to employees not rostered to work on a public holiday (cl 4.13) – The current process is confusing in terms of when people are rostered and how that occurs.</p> <p><u>Part 5 – Hours of Work</u></p>

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	<p>17. Review Averaging Arrangements clause (cl 5.3) – The current arrangement is over 12 weeks and we want to look at reviewing that and how that works to allow for flexibility.</p> <p>18. Rosters clause re ADOs (cl 5.5) - related to accumulation and access.</p> <p><u>Part 6 - Professional Support</u></p> <p>19. Clarify Access to Training Courses clause (cl 6.5) - training required by Mater, rather than specific courses</p> <p><u>Part 11 – Fatigue Related Matters</u></p> <p>20. Review 10 Hour Break for Medical Officers clause (cl 11.4) – consistency with other Mater EAs.</p> <p><u>Part 12 – Travelling and Working Away from Usual Place of Work</u></p> <p>21. Review primary place of work clause (cl 12.2) - CM noted Mater have some junior Dr’s at Springfield. Speciality training organisations have requested this. Mater works with specialities and consultants so that Dr’s can be trained at Springfield also. The Western Corridor is expanding.</p> <p><u>Part 16 – Union Related Matters</u></p> <p>22. Clarify wording (cl 16.3) - to have consistency regarding delegates getting confirmation from their manager. ASMOFQ noted they do not want delegates to be unreasonably refused.</p> <p><u>Part 18 – No Extra Claims</u></p> <p>3. Review wording (cl 18.2)</p>
6	<b>Mater preliminary response to Employee Log of Claims items (if any)</b>
	6.1 N/A
7	<b>Employees’ preliminary response to Mater Log of Claims items (if any)</b>
	7.1 N/A
8	<b>Close and confirm next meeting</b>
	<p>8.1 Mater rep noted Agenda, Minutes and Draft EA (including Mater proposed clauses) to be circulated the Thursday before the next meeting (Tuesday). Confirmed colour coding process of the Draft EA and that it is updated after each meeting.</p> <p>8.2 CMe to include MS in the meeting request as well as Rachael Gilbert in the Agenda.</p> <p>8.3 Mater rep noted Draft EA is confidential and not to be circulated.</p> <p>8.4 Mater rep noted next meeting is scheduled for Tuesday 14 August 2018 from 2:00-3:30pm.</p> <p>8.5 Meeting closed at 2:29pm.</p>

### Summary of Items/Actions Scheduled for Discussion at Future Meetings

Due Date	Item	Who
9 August 2018	Distribution of EA Working Draft with proposed clauses for discussion at next meeting.	Mater

Appendix A – ASMOFQ Log of Claims



No.	Item	RMO / ASMOF QB Claims
1.	Agreement Length (1.3)	3 year agreement.
2.	Remuneration Increase and Indexation of Allowances (3.2)	5% - increase per year for the life of the Agreement.  <i>*Indexation of Allowances</i>
3.	Prevention and Settlement of Disputes (1.10)	The inclusion of "Status Quo".
4.	Consultation (1.12)	To consult with parties to the Agreement prior to a definite decision to introduce major change.
5.	Professional Development Support (PDS) (6.2)  <i>Currently \$1076.9 approx.  Was \$1000 – indexed 2.5% each year</i>	Increase in PDS for non-vocational trainees to \$4,000.  PDS for non-vocational trainees paid as a fortnightly allowance.
6.	Professional Development Leave (PDL) (6.4)  <i>Currently 38 hrs (1 week)</i>  Professional Development Leave (PDL)	Increase in PDL for RMOs to <u>4 weeks</u> .  PDL will not to be unreasonably refused.
7.	Vocational Training Subsidy (VTS) (6.3)  <i>\$2500 as at 1 July 2017</i>	Increase in VTS to \$6000.  VTS automatically paid as a fortnightly allowance to those appointed to the Registrars or Senior Registrars classifications.
8.	Night Shift Penalty  <i>Currently 15% same as Afternoon shift Penalty (5.4)</i>	Increase Night Shift Penalty to 20%  Increase Afternoon Shift Penalty to 20%
9.	Rest Pauses	2 x 10 min rest pauses taken during paid time for a shift less than 8 hours.

10. All existing provisions / entitlement maintained  
11. Access to A/C.

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## Appendix B – Mater Log of Claims



### Mater Resident Medical Officers Enterprise Agreement Negotiations

#### MATER LOG OF CLAIMS – 17 July 2018

##### INTRODUCTION

###### *Guiding Principles*

Fundamentally, everything we do is to enable Mater Group to provide the highest quality of healthcare services for the benefit of our community.

In negotiations for a new Enterprise Agreement (EA), Mater will be guided by the following principles:

- The streamlining and simplification of the contents of the EA where appropriate;
- A commitment that negotiations will be without prejudice and finalised as a "package";
- Mater aims to provide staff with terms and conditions of employment that are sustainable and consistent with the strategic directions of the organisation and that:
  - o are suitable for Mater and its employees;
  - o take account of industry standards and benchmarks; and
  - o ensure Mater as an organisation has a sustainable future.

###### *Current Environment*

Mater is a private not-for-profit organisation currently operating in an environment in which the business needs to:

- provide healthcare, education and research services to the community funded via a range of sources;
- provide efficient and cost-effective services in a tightening health cost environment, particularly in the private health sector;
- drive innovation and creativity by focusing on opportunities for improvement and efficiencies; and
- build upon Mater's continuous focus on safety, experience, quality, efficiency and future viability.

Like all healthcare services, there is a continued expectation from our funding providers to increase activity and outcomes without increased funding, in other words "do more with less". The funding models of health, education and research will continue to change and evolve via government, private sector and community influences with an expectation of improved integration and outcomes.

###### *Negotiation Objectives*

Mater is seeking to negotiate an outcome that supports its strategic objectives, including:

- providing fair market remuneration;
- maximising quality outcomes whilst managing costs; and
- optimising resources.

## CLAIMS

### GENERAL ISSUES

1. Simplify / update clauses for conciseness and easier reference by staff without change to entitlements.
  - a. Title (1.1.1)
  - b. Date and period of operation (1.3.1)
  - c. Relationships with Awards, Agreements and Other Conditions (1.5)
  - d. Coverage (1.6)
  - e. Objectives of the Agreement (1.7)
  - f. Posting of the Agreement (1.8)
  - g. Definitions (1.9)
    - i. Mater, Mater Policy, Shift Worker
  - h. Mandatory Terms (1.10, 1.11 and 1.12)
2. Remove clauses for conciseness and easier reference by staff.
  - a. Unnecessary definitions (1.7)
    - i. Approval, Parties
  - b. Workplace Bullying as legislative obligations apply (Part 14)
  - c. Equity Considerations as legislative obligations apply (Part 15)
3. Remove clauses that are better placed in Mater policy framework.
  - a. Salary Sacrificing clause as unnecessary (3.3)

### PART 1 – PRELIMINARY MATTERS

4. Renewal or Replacement Agreement (1.4.1)
5. Review Mater Medical Officers' Consultative Group (1.13)

### PART 2 – BASIS OF EMPLOYMENT

6. Notice of Termination of Employment (2.5)
  - a. Withholding monies when notice not provided by employee.

### PART 3 – WAGES AND SALARY RELATED MATTERS

7. A fair and sustainable wage increase (3.2)
8. Clarify Classification Structure, Appointments, Increments and Progression (3.4)

### PART 4 – LEAVE

9. Review Parental Leave clause (4.2)
10. Review Maternity and Adoption Leave at half pay option (4.3)
11. Review Long Service Leave at half pay option (4.4)
12. Review Annual Leave clause (4.5)
13. Clarify Cashing out of Annual Leave clause to ensure leave has previously been accessed (4.7)
14. Review Direction to take Annual Leave clause and remaining balance after direction given (4.9)
15. Include clause regarding Annual Leave during planned closure periods
16. Review timeframes/occasions employee is required to provide supporting evidence for Personal Leave (4.11.2)
17. Review Public Holidays clause in relation to employees not rostered to work on a public holiday (4.13)



#### **PART 5 – HOURS OF WORK**

- 18. Review Averaging Arrangements clause (5.3)
- 19. Rosters clause re ADOs (5.5)

#### **PART 6 – PROFESSIONAL SUPPORT**

- 20. Clarify Access to Training Courses clause (6.5)

#### **PART 11 – FATIGUE RELATED MATTERS**

- 21. Review 10 Hour Break for Medical Officers clause (11.4)

#### **PART 12 – TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK**

- 22. Review primary place of work clause (12.2)

#### **PART 16 – UNION RELATED MATTERS**

- 23. Clarify wording (16.3)

#### **PART 18 – NO EXTRA CLAIMS**

- 24. Review wording (18.2)

*Mater reserves the right to amend or add to the above list during the course of the negotiations.*