

# MEDICAL OFFICERS (QUEENSLAND HEALTH) CERTIFIED AGREEMENT (NO.4) 2015

---

## TABLE OF CONTENTS

Subject Matter	Clause No.
<b>PART 1 - PRELIMINARY MATTERS</b>	
Title .....	1.1
Parties Bound .....	1.2
Application .....	1.3
Date and Period of Operation .....	1.4
Renewal or Replacement of Agreement .....	1.5
Relationship with Awards, Agreement and Other Conditions .....	1.6
Objectives of the Agreement .....	1.7
Posting of the Agreement .....	1.8
Prevention and Settlement of Disputes Relating to the Interpretation, Application or Operation of this Agreement .....	1.9
Whole of Government Commitments .....	1.10
Preserved Queensland Health Human Resources Policies .....	1.11
Framework Award Material from pre-modernised MO award .....	1.12
<b>PART 2 – WAGE AND SALARY RELATED MATTERS</b>	
Wage Increases .....	2.1
Salary Sacrifice .....	2.2
Classification Structure, Appointments, Increments and Progression .....	2.3
Clinical Managers' Allowance/Medical Managers' Allowance .....	2.4
Progression to Senior Medical Superintendent with Private Practice .....	2.5
Award Maintenance .....	2.6
<b>PART 3 – INDUSTRIAL RELATIONS MATTERS AND CONSULTATION</b>	
Collective Industrial Relations .....	3.1
Consultative Forums .....	3.2
Commitment to Consultation .....	3.3
Medical Officers Certified Agreement (No.4) Oversight Committee .....	3.4
<b>PART 4 – EMPLOYMENT CONDITIONS</b>	
Hours of Work – Resident Medical Officers .....	4.1
Hours of Work – Senior Medical Officers .....	4.2
Extended span of ordinary hours to meet clinical need – Senior Medical Officers .....	4.3
Overtime –Medical Officers .....	4.4
Payment of Penalties Paid As Worked .....	4.5
Public Holidays – Senior Medical Officers .....	4.6
Recall .....	4.7
Clinical Support Time .....	4.8
Professional Development Assistance – Senior Medical Officers .....	4.9
Professional Development Assistance – Resident Medical Officers .....	4.10
On Call .....	4.11
Meal Breaks .....	4.12
Higher Duties – Resident Medical Officers .....	4.13
Attraction and Retention Incentive Allowance .....	4.14
Rosters .....	4.15
Commitment to Clinical Productivity .....	4.16
Preservation of Certain Leave Entitlements .....	4.17
Preservation of individual employment arrangements .....	4.18
Motor Vehicle Allowance for Senior Medical Officers .....	4.19
Outside Practice and Other Business Activities .....	4.20
Granted Private Practice Arrangements .....	4.21

Granted Private Practice Commitments .....	4.22
--	------

**PART 5 – FATIGUE RELATED MATTERS**

Maximum Hours of Duty for Resident Medical Officers.....	5.1
10 Hour Break for Senior Medical Officers .....	5.2
10 Hour Break for Resident Medical Officers.....	5.3
Limited Extension of Fatigue Provisions for Overtime Performed on Weekends.....	5.4
Resident Medical Officer fatigue provisions when overtime worked on other than an ordinary rostered working day .....	5.5
Resident Medical Officer for night work .....	5.6
Provision of safe transport .....	5.7
Medical Superintendents and Medical Officers with Private Practice - Time Free From Duty .....	5.8

**PART 6 – NON-METROPOLITAN PROGRAM**

Purpose and elements of program .....	6.1
---------------------------------------	-----

**PART 7 – WORKPLACE BULLYING.....** 7

**PART 8 – ORGANISATIONAL CHANGE AND RESTRUCTURING .....** 8

**PART 9 – EQUITY CONSIDERATIONS .....** 9

**PART 10 – LEAVE RESERVED/NO EXTRA CLAIMS .....** 10

**SCHEDULES:**

Wage Rates (including Medical Managers and Clinical Managers Allowances Schedule) .....	Schedule 1
Policies as at time of certification .....	Schedule 2
Preserved Queensland Health Human Resources Policies .....	Schedule 3

## **PART 1 – PRELIMINARY MATTERS**

### **1.1 Title**

This agreement shall be known as the *Medical Officers (Queensland Health) Certified Agreement (No. 4) 2015* (MOCA 4)

### **1.2 Parties Bound**

The parties to this agreement are the:

- Queensland Department of Health (Queensland Health) (ABN 66 329 169 412);
- Hospital and Health Services (HHS);
- Together Queensland, Industrial Union of Employees (TQ); and
- Australian Salaried Medical Officers' Federation Queensland, Industrial Organisation of Employees (ASMOFQ)

### **1.3 Application**

This agreement shall apply to health services conducted by/on behalf of the State of Queensland as follows:

- Medical officers employed by Queensland Health (i.e. HHSs, Health Support Queensland, Clinical Excellence, Prevention and Corporate Services and other divisions of the Department of Health) who are employed pursuant to awards listed in Clause 1.6;
- TQ, ASMOFQ; and to the Chief Executive of the Department of Health and each HHS established in accordance with the *Hospital and Health Boards Act 2011*, as the employer in relation to such employees.

### **1.4 Date and Period of Operation**

This agreement shall operate from the first pay period on or after the date of certification and shall have a nominal expiry date of 30 June 2018.

### **1.5 Renewal or Replacement of Agreement**

The parties will commence negotiations in good faith with view to reaching agreement prior to the expiry of this agreement.

### **1.6 Relationships with Awards, Agreement and Other Conditions**

This agreement will replace the *Medical Officers' (Queensland Health) Certified Agreement (No.3) 2012* (MOCA3) that shall cease to apply from the date of certification of this agreement.

This agreement will be read in conjunction with the following award:

- *Medical Officers (Queensland Health) Award – State 2015*

### **1.7 Objectives of the Agreement**

The parties to this agreement are committed to:

- maintaining and improving the public health system to serve the needs of the Queensland community;
- maintenance of a stable industrial relations environment;
- collectively striving to achieve quality outcomes for patients;
- working to achieve a sustainable skilled, motivated and adaptable workforce;
- ensuring that workload is responsibly managed to ensure there are no adverse effects on employees or patients; and
- balancing service delivery needs with equity and work/life balance for medical officers.

### **1.8 Posting of the Agreement**

A copy of this agreement shall be exhibited so as to be easily read by all employees:

- in a conspicuous and convenient place at each facility; and
- on the Queensland Health intranet and internet sites.

## **1.9 Prevention and Settlement of Disputes Relating to the Interpretation, Application or Operation of this Agreement**

The parties will use their best endeavours to co-operate in order to avoid disputes arising between the parties.

The emphasis will be on negotiating a settlement at the earliest possible stage in the process.

In the event of any disagreement between the parties as to the interpretation, application or implementation of this agreement, the following procedures shall be followed:

- a) A grievance is identified at the local level by the parties and an initial discussion should take place at this level. This stage shall take no longer than 7 days;
- b) If the parties at the local level cannot resolve the matter, it should be referred to the employer for resolution. This stage shall take no longer than 14 days;
- c) Where a bona fide safety issue is involved the employer shall ensure that:
  - The status quo prior to the existence of the grievance or dispute is to continue while the procedure is being followed; and/or
  - Employees shall not work in an unsafe environment. Where appropriate the employees shall accept reassignment to alternative suitable work/work environment in the meantime;
  - The employer/management in conjunction with the Occupational Health and Safety Committee will promptly ensure that the problem/s is/are resolved having regard to occupational health and safety standards;
- d) If the matter identified in Clause 1.9 (b) remains unresolved then either party may refer the matter to the Queensland Industrial Relations Commission.

Without limiting an employee's right to pursue a grievance, no party shall use the grievance procedure to prevent introduction of the outcomes of organisational change or restructuring or to limit matters agreed between the parties in accordance with Award provisions.

For the purposes of this clause of the agreement status quo shall mean:

“Whilst the grievance is being followed, work shall continue as it was prior to the grievance occurring except in cases of safety hazards, sexual harassment, or conflict between a religious or other similar belief and the performance of a specific authorised work activity.”

## **1.10 Whole of Government Commitments**

The parties agree that certain matters that apply to employees covered by this agreement will be preserved and incorporated as terms of this agreement and contained within Schedule 2 of this agreement.

The matters contained within Schedule 2, as amended time to time by the agreement of the parties will apply to employees covered by this agreement.

## **1.11 Preserved Queensland Health Human Resources Policies**

The parties agree that certain matters that apply to employees covered by this agreement will be preserved and incorporated as terms of this agreement and contained within Schedule 3 of this agreement.

The matters contained within Schedule 3, as they apply to employees covered by this agreement, cannot be amended unless agreed by the parties. If matters are amended, the matters will be incorporated as a term of this agreement.

## **1.12 Framework Award Provisions Relevant to Medical Officers**

The parties agree to continue to apply the provisions of the *Queensland Health Framework Award - State 2012* relevant to medical officers for the life of this agreement.

The parties agree to work collaboratively to identify any employee entitlement matters derived from this award during the life of this agreement and to ensure the maintenance of such entitlements, where necessary, in legislation or an appropriate industrial instrument.

## **PART 2 – WAGE AND SALARY RELATED MATTERS**

### **2.1 Wage Increases**

- 2.1.1 Wage increases shall be paid in 3 instalments as follows:
- a) 2.5% from 1 July 2015;
  - b) 2.5% from 1 July 2016;
  - c) 2.5% from 1 July 2017.

The increased wage rates and allowance table are contained in Schedule 1 of this agreement.

### **2.2 Salary Sacrifice**

This clause is to be read in conjunction with Clause 16 of the Medical Officers (Queensland Health) Award - State 2015.

- 2.2.1 Employees may elect to sacrifice 50% of salary payable under Schedule 1 of this agreement, and also where applicable the payments payable via the employer to the employee under the Paid Parental Leave Act 2010.
- 2.2.2 Despite Clause 2.2.1, employees may sacrifice up to 100% of their salary for superannuation.
- 2.2.3 The individual salary packaging arrangements of any employee will remain confidential at all times. Proper audit procedures will be put in place which may include private and/or Auditor-General reviews. Authorised union officials will be entitled to inspect any record of the employer to ensure compliance with the salary sacrificing arrangements, subject to the relevant industrial legislation.
- 2.2.4 For the purposes of determining what remuneration may be sacrificed under this clause, 'Salary' means the salary payable under Schedule 1 of this agreement, and also where applicable the payments payable via the employer to the employee under the Paid Parental Leave Act 2010.
- 2.2.5 Salary sacrificing arrangements will be made available to the following employees covered by this agreement in accordance with Public Sector Industrial and Employee Relations (PSIER) Circular C1-11 and any other relevant PSIER Circulars issued from time to time:
- a) permanent full time and part time employees;
  - b) temporary full time and part time employees; and
  - c) long term casual employees as determined by the Industrial Relations Act 1999
- 2.2.6 FBT Exemption Cap: The FBT exemption cap is a tax concession under the Fringe Benefits Tax Assessment Act 1986 for limited categories of employers. The FBT exemption cap is not an employee entitlement. The manner of the application of the FBT exemption cap is determined by the employer in accordance with the FBT legislation. Under the FBT legislation, to be eligible for the FBT exemption cap at the time fringe benefits are provided, the duties of the employment of an employee must be exclusively performed in, or in connection with, a public hospital.
- 2.2.7 Where an employee who is ineligible for the FBT exemption cap sacrifices benefits attracting FBT, the employee will be liable for such FBT.
- 2.2.8 Under the FBT legislation, the FBT exemption cap applies to all taxable fringe benefits provided by the employer, whether through the salary sacrifice arrangements or otherwise. Where an employee who is eligible for the FBT exemption cap sacrifices benefits attracting FBT, the employee will be liable for any FBT caused by the FBT exemption threshold amount being exceeded as a result of participation in the salary sacrifice arrangements. To remove any doubt, any benefits provided by the employer separate from the salary sacrifice arrangements take first priority in applying the FBT exemption cap.

### **2.3 Classification Structure, Appointments, Increments and Progression**

- 2.3.1 A Medical Superintendent and Medical Officer with Private Practice (MSPP/MOPP) will be eligible to be translated to salary ranges to be designed proportionate to senior medical officer (SMO) ranges as specified at Clause 2.3.2 for the purposes of salary determination only if all of the following criteria are met:

- d) the medical officer will be translated to a salary level in accordance with their qualifications and scope of clinical practice; and
- e) for translation to the “Rural Generalist Community Medical Practitioner with Private Practice” (classification to be agreed between the parties) salary range:
- i. the medical officer’s approved role description, must specify the advanced specialised practice skill (as approved by the State Recognised Practice Committee (SRPC)) consistent with the medical officer’s approved scope of clinical practice; and
  - ii. the medical officer must hold the qualifications recognised by the SRPC for practice in Rural Generalist Medicine.

2.3.2 Salary ranges shall apply as follows:

Resident Medical Officers:

Classification		Classification level/s	Known as
(i)	Intern	L1	Intern
(ii)	Junior House Officer	L2	JHO
(iii)	Senior House Officer	L3	SHO
(iv)	Principal House Officer	L4 - L7 inclusive	PHO1 to PHO4
(v)	Registrar	L4 - L9 inclusive	Reg1 to Reg6
(vi)	Senior Registrar	L10 - L13 inclusive	SReg1 to SReg4

Senior Medical Officers:

Classification		Classification level/s	Paypoint
(i)	Medical Officer General Practitioner Medical Superintendent Deputy Medical Superintendent Assistant Medical Superintendent	L13-L14 inclusive	C1-1 to C1-2
(ii)	Medical Officer General Practitioner with FRACGP/FACRRM Medical Officer Credentialed Practice Medical Superintendent with FRACGP/FACRRM Deputy Medical Superintendent with FRACGP Assistant Medical Superintendent with FRACGP	L13-L17 inclusive	C1-1 to C1-5
(iii)	Medical Officer General Practitioner with FRACGP/FACRRM - Senior Status Medical Officer Credentialed Practice - Senior Status Medical Superintendent with FRACGP/FACRRM - Senior Status Deputy Medical Superintendent with FRACGP/FACRRM - Senior Status Assistant Medical Superintendent with FRACGP/FACRRM - Senior Status	L18	C2-1
(iv)	Medical Officer Advanced Credentialed Practice Medical Superintendent Advanced Credentialed Practice Deputy Medical Superintendent Advanced Credentialed Practice	L18-L23 inclusive	C2-1 to C2-6

	<b>Classification</b>	<b>Classification level/s</b>	<b>Paypoint</b>
	Assistant Medical Superintendent Advanced Credentialed Practice		
(v)	Medical Officer Advanced Credentialed Practice - Senior Status Medical Superintendent Advanced Credentialed Practice - Senior Status Deputy Medical Superintendent Advanced Credentialed Practice - Senior Status Assistant Medical Superintendent Advanced Credentialed Practice - Senior Status	L24-L25 inclusive	C3-1 to C3-2
(vi)	Staff Specialist Medical Superintendent with FRACMA Deputy Medical Superintendent with FRACMA Assistant Medical Superintendent with FRACMA	L18-L24 inclusive	MO1-1 to MO1-7
(vii)	Staff Specialist - Senior Status Medical Superintendent with FRACMA - Senior Status Deputy Medical Superintendent with FRACMA - Senior Status Assistant Medical Superintendent with FRACMA - Senior Status	L25-L27 inclusive	MO2-1 to MO2-3
(viii)	Staff Specialist - Eminent Status Medical Superintendent with FRACMA - Eminent Status Deputy Medical Superintendent with FRACMA - Eminent Status Assistant Medical Superintendent with FRACMA - Eminent Status	L28	MO3-1
(ix)	Staff Specialist - Pre-Eminent Status Medical Superintendent with FRACMA - Pre-Eminent Status Deputy Medical Superintendent with FRACMA - Pre-Eminent Status Assistant Medical Superintendent with FRACMA - Pre-Eminent Status	L29	MO4-1

### 2.3.3 Salary progression

For the purposes of progression through the salary range in Clause 2.3.2 the part-time provisions in Clause 12.5 (b)(ii)(B) of the *Medical Officers (Queensland Health) Award - State 2015* do not apply.

### 2.3.4 State Recognised Practice Committee

The recognition of practice process by the SRPC has and will continue to provide SMOs:

- recognition for qualifications other than specialist qualifications that benefit medical services and patient safety, provide better health outcomes and represent value for money;
- a salary range linked to their credentialed status; and
- improved career pathways.

The SRPC will continue its work of considering new disciplines for recognition, and will oversee the administration and implementation of Individual Bridging Plans where medical officers are identified as needing to complete recognised qualifications to be eligible for their new pay increments.

Appointments made to positions in recognised disciplines after the recognition of the discipline will be made in accordance with Queensland Health's SRPC appointment and translation policy.

#### **2.4 Clinical Managers' Allowance/Medical Managers' Allowance**

- (a) The clinical manager allowance prescribed in Schedule 1 of this agreement shall be paid to a Medical Officer (other than a Medical Superintendent / Deputy and Assistant Medical Superintendent with FRACMA) appointed to a position of Director provided the criteria outlined in Queensland Health Policy C15 are genuinely met or as approved by the employer.
- (b) Provided that a Medical Superintendent/Deputy and Assistant Medical Superintendent with FRACMA shall be paid the medical manager allowance prescribed in Schedule 1 of this agreement, provided the criteria outlined in Queensland Health Policy C15 are genuinely met or as approved by the employer.
- (c) For employees who were receiving this allowance as at 1 November 2012, this allowance will be an all-purpose allowance and included when calculating the following entitlements:
  - (i) Attraction and Retention Incentive Allowance;
  - (ii) Loading on recreation leave; and
  - (iii) Superannuation purposes.
- (d) For employees who become eligible for this allowance subsequent to 1 November 2012, it will not be paid as an all-purpose allowance and will not be included when calculating the entitlements outlined in Clause 2.4 (c) above.

#### **2.5 Progression to Senior Medical Superintendent with Private Practice**

- 2.5.1 The provisions outlined in Clause 14.7 of the *Medical Officers (Queensland Health) Award - State 2015* do not apply.
- 2.5.2 A Medical Superintendent with Private Practice (MSPP) paid at MSR4 shall be entitled to progress to senior status after a further 7 years' service and where they have received satisfactory Performance appraisal and development (PAD) reports for at least 2 years.
- 2.5.3 Provided that a MSPP may be appointed to such position by appointment to an advertised vacancy.
- 2.5.4 Provided further that a MSPP shall progress through the salary range by annual increments on their anniversary date.
- 2.5.5 A MSPP must be given the opportunity to participate in a PAD process that will enable them to meet the requirements of Clause 2.5.2. Progression can only occur following a satisfactory PAD assessment. Where a MSPP has not been provided the opportunity to participate in a PAD process and there are no documented and substantiated performance concerns, they will increment to the next level.

#### **2.6 Award Maintenance**

The Queensland Industrial Relations Commission State Wage increases awarded during 2014 and the period up to, and including, the nominal expiry date of this agreement shall be absorbed into the wage increases provided by Clause 2.1 of this agreement.

It is a term of this agreement that no person covered by this agreement will receive a rate of pay, which is less than the corresponding rate of pay in the relevant parent award.

The employer will support union applications to amend any of the parent awards to this agreement to incorporate wage adjustments based upon the MOCA3 during the life of this agreement.

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.

### **PART 3 – INDUSTRIAL RELATIONS MATTERS AND CONSULTATION**

#### **3.1 Collective Industrial Relations**

The parties to this agreement acknowledge that structured, collective industrial relations will continue as a fundamental principle. The principle recognises the important role of the union in the workplace.

The parties to this agreement support constructive relations between the parties and recognise the need to work co-operatively in an open and accountable way.

#### **3.2 Consultative Forums**

The parties to this agreement agree that HHS consultative forums, or equivalent, will continue for the life of the agreement. Further, if mutually agreed between the union parties and a HHS, a local medical consultative forum may be established to discuss issues affecting the local medical workforce.

#### **3.3 Commitments to Consultation**

The parties to this agreement recognise that for the agreement to be successful, then the initiatives contained within this agreement need to be implemented through an open and consultative process.

The parties to this agreement are committed to involving employees and their union representatives in the consultative processes affecting the workforce. Employees will be encouraged to participate in the consultation process by allowing adequate time to understand, analyse, seek appropriate advice from their union and respond to such information. Consultation requires the exchange of timely information relevant to the issues at hand, and a genuine desire for the consideration of each party's views, before making a final decision.

#### **3.4 Medical Officer Certified Agreement (No.4) Oversight Committee**

The MOCA4 Oversight Committee will facilitate the implementation of this agreement. This committee will meet at least quarterly and will be comprised of the representatives of the parties to this agreement.

### **PART 4– EMPLOYMENT CONDITIONS**

#### **4.1 Hours of Work - Resident Medical Officers**

4.1.1 The ordinary hours of work of resident medical officers (RMO) are 76 hours a fortnight (pay period). The ordinary hours of work may be performed on one of the following bases, most suitable to the particular work location, after consultation with, and giving reasonable consideration to the wishes of the employee concerned:

- a) By officers working 7.6 continuous ordinary hours (excluding the meal break) each day;
- b) By officers working less than 7.6 continuous ordinary hours (excluding the meal break) each day on one or more days each work cycle; or
- c) By officers working more than 7.6 continuous ordinary hours (excluding the meal break) and rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during the cycle.

4.1.2 The employer and employees concerned may agree that the ordinary hours of work are to exceed 7.6 ordinary hours on any one day up to a maximum of 12 and half hours, inclusive of a meal break thus enabling standard ordinary hours of duty to be completed in fewer days within the work cycle. All

ordinary time worked in excess of 10 hours in any one shift will be paid at the applicable overtime rates for that day.

- 4.1.3 The outcome of such consultation must be recorded in writing.
- 4.1.4 Despite the consultative procedures outlined above, and despite lack of agreement by employees, the employer will have the right to make the final determination as to the method outlined in Clause 4.1.1, by which the 76 hour fortnight is implemented or worked from time to time.
- 4.1.5 The method of working the 76 hour fortnight may be altered, from time to time, upon giving 14 days' notice or such shorter period as may be mutually agreed upon following negotiations between the employer and employees concerned, utilising the forgoing provisions of this clause, including Clause 4.1.4.
- 4.1.6 Different methods of working the 76 hour fortnight week may apply to individual employees, groups or sections of employees in each location or speciality concerned.
- 4.1.7 Notwithstanding any other provision in this clause, where the arrangement of ordinary hours of work provides for an Accrued Day Off, the employer and the majority of employees concerned may agree to bank up to a maximum of 6 accrued days off. Where agreement has been reached, such accrued days off must be taken within 12 calendar months of the date on which the first rostered day off was accrued. The decision to bank accrued days off will be subject to the operational needs of the work area.
- 4.1.8 The employer will ensure that arrangements are implemented that facilitate RMOs being able to access Accrued Days Off. Where agreement is reached to bank accrued days off, RMOs must be rostered off for the required number of individual days or for a corresponding block of days. RMOs are not to be rostered to work overtime on an Accrued Day Off, unless this has been agreed with the individual employee. However, where an employee is rostered to work overtime or recalled to work due to emergent circumstances, they will be paid at relevant overtime rates for all work performed upon an Accrued Day Off.
- 4.1.9 Where, as at the date of termination of service, an employee has accumulated time towards an accrued day or days off in accordance with this clause, and been unable to access same, such employee will be paid for the time so accrued at the employee's ordinary rate of pay, up to the maximum of 6 accrued days.
- 4.1.10 Routine duties worked outside of ordinary hours are to be included in rosters.

## **4.2 Hours of Work - Senior Medical Officers**

- (a) Ordinary Hours for SMOs are 80 hours per fortnight, or for a part time SMO the hours the employee is engaged to work in accordance with Clause 8.5 (a) of the *Medical Officers (Queensland Health) Award - State 2015*.
- (b) Unless otherwise provided in this clause ordinary hours will be worked between 07:00 and 18:00 Monday to Friday.
- (c) For SMOs who have agreed to work an extended hours roster in accordance with Clause 4.3, ordinary hours will be worked at times and on days as dictated by the employee's extended hours roster.

Sections 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.11, 4.14, 4.15, and 4.21 do not apply to MSPP/MOPPs

Ordinary rate means the wage rate outlined in Schedule 1.

### **4.2.1 Method of working Ordinary Hours**

The Ordinary Hours may be performed on one of the following bases, most suitable to the particular work location, after consultation with, and giving reasonable consideration to, the circumstances of the employee concerned:

- a) By officers working 8 continuous Ordinary Hours (excluding the meal break) each day; or
- b) By officers working less than 8 continuous Ordinary Hours (excluding the meal break) each day on one or more days each work cycle; or

- c) By officers working more than 8 continuous Ordinary Hours (excluding the meal break). In a consultative process, individual officers may agree that their Ordinary Hours are to exceed 8 on any one day thus enabling standard Ordinary Hours to be completed in fewer rostered days in the work cycle:
  - i. Up to a maximum of 10 Ordinary Hours on weekdays;
  - ii. For SMOs working on an extended hours arrangement only, up to a maximum of 12 Ordinary Hours on weekends and public holidays;
  - iii. Where service delivery necessitates it and by agreement with the officer/s, a shift length of 12 and half Ordinary Hours inclusive of a paid meal break may be worked;
  - iv. The minimum engagement is four continuous Ordinary Hours.

The outcome of such consultation must be recorded in writing.

The employer has the right to make the final determination as to the method (outlined in this Clause 4.2.1) by which the 80 hour fortnight is implemented or worked from time to time. The employer may refuse the working of a shift of 10 or more Ordinary Hours if it is concerned that it may adversely affect service delivery, such as a reduction of clinics or result in additional overtime.

The method of working the 80 hour fortnight may be altered, from time to time, upon the employer giving 14 days' notice or a lesser period as agreed with employee/s concerned.

#### 4.2.2 Accrued Day Off

Notwithstanding any other provision in this clause, where the arrangement of Ordinary Hours provides for an Accrued Day Off, the employer and the employee concerned may agree to bank up to a maximum of 6 accrued days (48 hours) off. Where agreement has been reached, such Accrued Days Off must be taken within 12 calendar months of the date on which the first 8 hours off was accrued. The decision to bank and access Accrued Days Off will be subject to the operational needs of the work area.

Where, as at the date of termination of service, an employee has accumulated time towards an Accrued Day Off in accordance with this clause, and been unable to access same, such employee will be paid for the time so accrued at the employee's ordinary rate of pay, that is, the employees wage rate.

Where an employee who is on call is recalled to work on a day which would have otherwise been an Accrued Day Off they will be paid at the relevant overtime rate for all work performed on that day. Where an employee who is not on call agrees to work on a previously arranged Accrued Day Off but is not recalled to duty they will be paid at ordinary time and a substitute Accrued Day Off may be taken at a mutually agreed time at the employee's Wage Rate.

#### 4.2.3 No Entitlement to Flexibility Allowance

No entitlement exists for the payment of a Flexibility Allowance as provided in Clause 13.9 of the *Medical Officers (Queensland Health) Award - State 2015*.

### 4.3 Extended span of ordinary hours to meet clinical need – Senior Medical Officers

4.3.1 Shifts that are rostered outside the span of ordinary hours as prescribed at Clause 4.2 (b), in order to meet clinical need, may be proposed by the employer or employees who may be affected by any such change. A consultation process that acknowledges the commitment of SMOs to patient care and takes into consideration any suggested alternatives to the proposed roster change will be undertaken.

4.3.2 The consultation process will include information on:

- a) Details of the proposed roster change; and
- b) Reasons for the proposed roster change including clinical need and patient safety; and
- c) Strategies for delivering adequate medical staffing levels and adequate associated nursing, allied health, clerical and support staffing levels, where appropriate, to ensure patient and staff safety; and
- d) Strategies that address work/life balance including consideration of personal circumstances such as family responsibilities or medical conditions, access to leave and Clinical Support Time

entitlements, teaching and supervision responsibilities and accommodation of emergent commitments; and

e) Fatigue management strategies.

4.3.3 The parties are committed to the principles of best practice rostering and agree to develop best practice guidelines based on evidence that will be used in implementing these rostering arrangements. Rosters that prescribe shifts between 23:00 and 07:00 are considered to be exceptional and must be agreed to by a participating SMO and will require particular attention to fatigue management.

4.3.4 After the consultation process and where an extended hours roster is agreed, the implementation process will require:

- a) the written agreement of individual SMOs to work the proposed shifts.
- b) a nominated trial period of no more than three months to evaluate the operation of the roster change.
- c) the roster will be provided at least 4 weeks in advance to participating employees, however rosters may be changed to reflect emergent needs.
- d) Participating employees will be rostered equitably to work shifts between 07:00 to 23:00 Monday to Friday and between 08:00 to 18:00 on Saturday and Sunday.
- e) Employees with personal circumstances such as family responsibilities or a medical condition that would impact their ability to participate fully or partially in such a roster arrangement will be given special consideration in deciding equitable rostering arrangements.

4.3.5 Where significant change is proposed to rosters or staffing arrangements, further consultation will be required consistent with the process at Clause 4.3.2 before a new roster can be implemented.

4.3.6 An employee may rescind their agreement to participate in the roster outside the span of ordinary hours:

- a) At the end of the roster trial period; or
- b) When the personal circumstances of the employee changes; or
- c) When there has been significant change to the matters set out in the roster consultation process at Clause 4.3.2; or
- d) When the SMO experiences ongoing fatigue as a result of the pattern of work.

4.3.7 The parties agree that nothing in Clause 4.3 should be construed as compelling an individual to work ordinary hours outside the span of ordinary hours at Clause 4.2 (b).

4.3.8 Existing extended hours rosters

- a) Existing extended hours of work rosters outside the span of ordinary hours in place as at 1 July 2015 will continue.
- b) Employees recruited to roles with existing extended hours rosters outside the span of ordinary hours may be required to work in accordance with the arrangements in place.
- c) Existing extended hours of work rosters may only be altered in accordance with the provisions of Clause 4.3.

4.3.9 Meal Break for Work in an Extended Span of Ordinary Hours

At least half an hour meal break is to be taken where the major portion of ordinary hours are worked between the hours of 16:00 and 23:00 (or 23:00 to 07:00) which can be taken as a crib break and counted as work time in those cases where the employee remains on duty on site during the meal break period or attends official meetings during such period.

SMOs will be entitled to payment of the following penalties on base rate only (i.e. in addition to their ordinary rate):

Period of work	Loading
Hours worked between 18:00 and 07:00 Monday to Friday <ul style="list-style-type: none"> <li>• If a SMO finishes work after 18:00, all rostered hours worked</li> </ul>	44%

after 16:00 on that shift will attract the evening rate multiplier. Non-rostered hours will attract the overtime rate in lieu of the evening rate multiplier.	
Saturday	87%
Sunday	170%
Public Holidays	116%

The implementation of this clause and disputes arising from its application under the dispute settling procedure will be monitored by the MOCA4 Oversight Committee.

#### **4.4 Overtime –Medical Officers**

##### **4.4.1 Resident Medical Officers**

A RMO performing additional hours of duty in excess of the ordinary hours specified in Clause 4.1, of this agreement shall be, subject to approval by the authorised manager, paid for such excess duty hours as follows:

- (a) Monday to Saturday – time and one-half of the ordinary rate for the first 3 hours and double time thereafter;
- (b) Sunday – double time of the ordinary rate;
- (c) Public holidays – double time and one-half of the ordinary rate.

##### **4.4.2 Senior Medical Officers**

(a) A SMO performing additional hours of duty in excess of the ordinary hours specified in Clause 4.2 of this agreement shall be, subject to approval by the authorised manager, paid at the rate of 270% of the relevant base rate for such excess duty hours.

(b) Where a SMO and the service have agreed to annualise payments in accordance with Clause 4.5, the SMO and the service may agree for overtime to be paid on an annualised basis. This payment is to be based on a reasonable prediction by the service that the overtime will be worked by that SMO over the course of the year, to which the overtime base rate multiplier will be applied.

4.4.3 Overtime performed on any accrued day off will be taken to the nearest quarter of an hour with a minimum of 2 hours work or payment thereof.

##### **4.4.4 Overtime part-time Senior Medical Officers**

(a) A part-time SMO may elect to work additional ordinary hours above their regular hours, in accordance with Clause 8.5 (c) of the Medical Officers (Queensland Health) Award – State 2015 up to 80 hours per fortnight.

(b) However part-time SMOs who are required to work additional hours in excess of their ordinary hours will be entitled to overtime.

4.4.5 To be clear, MSPP/MOPPs are not entitled to overtime.

#### **4.5 Payment of Penalties Paid As Worked – Senior Medical Officers**

Payment of shift penalties, on call, recall and overtime entitlements will be paid as worked except where a SMO nominates in writing to have entitlements annualised and paid fortnightly.

Any agreed annualised payment arrangement must include shift penalties and on-call payments but may not include recall and public holiday entitlements.

In such cases:

- (a) a ‘cooling off’ period of three months from agreement will apply so that an individual SMOs may elect to change their initial selection on a one-off basis.
- (b) alternatively, an individual SMO may change their option annually (effective from the commencement of the first pay period each financial year).
- (c) an individual SMO or employer may renegotiate or cease an annualised payment arrangement when significant change to the individual SMO’s work requirements has occurred.

All agreements made shall be recorded in writing on the appropriate form.

#### **4.6 Public Holidays - Senior Medical Officers**

(a) A SMO (other than a casual) who would normally work on a day on which a public holiday falls and who is not required to work on that day shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday.

- (b) All time worked on a public holiday will attract a loading of 116% in addition to payment under Clause 4.6 (a).
- (c) Where a public holiday falls on a Saturday or Sunday for the majority of the shift, the higher rate payable applies.

#### **4.7 Recall – Senior Medical Officers**

In the event of a SMO on call being recalled to perform duty, the SMO will be paid for the time worked at 270% of their hourly base rate. The time payable for recall will be calculated as from home and back to home with a minimum payment of two hours in respect of the first recall and one hour for any subsequent recall within any period of 24 hours.

An exception to this is any recall within the minimum period of two hours may not be regarded as a separate call out.

#### **4.8 Clinical Support Time**

Queensland Health acknowledges medical education, training and research are part of its core business.

Clinical support is an essential part of the duties of a medical officer.

Clinical support time is protected time during ordinary hours for duties that are not directly related to individual patient care. Clinical support duties encompass most aspects of the teaching, research, clinical governance, administration and other work related activities undertaken by medical officers. It is important that clinical support time address Departmental needs and be determined in consultation with the respective Clinical Director. As such a minimum of 10% clinical support time will be available collectively for the medical staff of each medical operational unit (within HHSs, the Department of Health, including Health Support Queensland and the Divisions) with allocation of clinical support time duties determined by the Clinical Director. However, it is the expectation that all SMOs will have access to some clinical support time.

Clinical support activities will be undertaken at the place of work unless approved otherwise by the Clinical Director.

Medical Officers will not derive an income from activities during clinical support time other than through Queensland Health.

The amount of clinical support time should be determined with reference to relevant factors including, but not limited to, College and Australian Health Practitioner Regulation Agency (AHPRA) guidelines, operational and administrative requirements.

While the amount of clinical support time will continue to be determined by these factors, the operation of this clause is intended to improve access to clinical support time for individual employees.

The parties acknowledge that clinical support time is not intended to be used as a fatigue mitigation strategy.

#### **4.9 Professional Development Assistance - Senior Medical Officers**

4.9.1 In the interests of patient and doctor safety medical officers must access the professional development necessary to contribute to the maintenance and enhancement of professional knowledge, skills and scope of clinical practice.

4.9.2 Professional Development is to be discussed and the goals agreed through a PAD process paying due attention to both the individual doctor's needs and the clinical circumstances in which they practice. Further, Professional Development entitlements must reasonably provide value to Queensland Health as well as the individual clinician. Professional Development Leave (PDL) is paid leave established to contribute to the requirements for the professional development of the Medical Officer.

4.9.3 The granting of leave in this planned process should not preclude approval of any ad hoc PDL requests and the granting of this leave shall not be unreasonably withheld.

- (a) All SMOs, MSPP and MOPP will be paid a professional development allowance of \$20,000 per annum, which will be paid as a fortnightly allowance.
- (b) All PDL will be subject to the approval of the Clinical Director or Medical Superintendent.
- (c) SMOs will accrue 3.6 weeks PDL per year for a maximum of 10 years.
- (d) With the agreement of the Executive Director Medical Services, Clinical Director or relevant manager, the SMO may access their accrued PDL balance to undertake professional development activities outside of ordinary rostered hours.
- (e) The SMO will be remunerated for professional development activities outside of ordinary rostered hours undertaken in accordance with Clause 4.9.3 (d) by additional payment at the SMO's ordinary rate of pay and deducted from their PDL balance accordingly.
- (f) The provisions of this clause will have full application to International Medical Graduates.

#### **4.10 Professional Development Assistance – Resident Medical Officers**

4.10.1 In the interests of patient and doctor safety medical officers must access the professional development necessary to contribute to the maintenance and enhancement of professional knowledge, skills and scope of clinical practice.

Therefore, the MOCA4 Oversight Committee will conduct an audit of RMO PDL requests during the first year of the proposed agreement.

4.10.2 Professional Development Leave (PDL)

- (a) All RMOs, other than Interns, will be entitled to accrue 1 week of PDL per year in addition to existing exam leave entitlements.
- (b) This leave may be accumulated for a period of up to 5 years, as long as the RMO remains in continuous employment with Queensland Health as a RMO.
- (c) RMOs may access their PDL at any stage of their employment from commencement. Approval to access PDL cannot be unreasonably withheld. In the case an RMO accesses this leave prior to the full accumulation and ceases employment, Queensland Health may recover the cash equivalent of the unearned pro rata portion.
- (d) Leave will not be cashed out upon cessation of employment.

4.10.3 PDL accrued for RMOs will continue to be available to the person in their employment with Queensland Health after their cessation as a RMO. The above is subject to the limitations upon accruals for SMOs.

4.10.4 Access to training courses

- (a) Interns will be provided with reasonable access to courses at no cost to the employee, during ordinary working hours as they have no entitlement to PDL under this clause.
- (b) RMOs, other than Interns, will be provided with reasonable access to courses at no cost to the employee, during ordinary working hours where it is necessary to carry out the duties required by the employer.
- (c) Queensland Health's Medical Advisory Panel has developed Guidelines for Access to Courses to assist managers to provide appropriate access to courses to RMOs.

4.10.5 Vocational Training Subsidy

- (a) All RMOs who confirm their acceptance and remain in a vocational training program will be entitled to the payment of a vocational training subsidy of \$2500 per annum. This quantum will be increased by 2.5% on 1 July 2016 and by a further 2.5% on 1 July 2017.
- (b) The subsidy will be paid as a fortnightly allowance, with payment to commence from the first day of the pay period following the RMO providing satisfactory evidence of their acceptance as a vocational trainee with one of the specialty colleges.
- (c) Where a RMO ceases to participate in a vocational training program they will advise their employer in writing of their change in status within 7 days of ceasing to be a vocational

trainee. All overpayments made as a result of non-compliance with this clause will be fully recoverable by the employer.

- (d) The subsidy is paid in recognition of the high cost of college membership, exam and course fees necessary to complete vocational training requirements in various specialty areas.

#### 4.10.6 Professional Development Allowance for other Resident Medical Officers.

All RMOs, other than Interns and those RMOs in receipt of the Vocational Training Subsidy in accordance with Clause 4.10.5 will be entitled to a payment of \$1500 per annum. The allowance will be paid fortnightly. This quantum will be increased by 2.5% on 1 July 2016 and by a further 2.5% on 1 July 2017.

### 4.11 On Call

4.11.1 On call allowance rates recognise the disadvantages of holding oneself available on call and the clinical need to provide telephone advice whilst on call. Where a medical officer has had an inadequate sleep opportunity the fatigue provisions as per Clause 5.3 apply. However, for fatigue under this clause there is no requirement for a minimum of two hours to be worked.

#### 4.11.2 On Call – Resident Medical Officers

- (a) “On Call” is the availability of a RMO to be on duty within 30 minutes of being recalled.
- (b) Where a RMO receives instructions to hold themselves available on call outside ordinary or rostered working hours, they will be paid a rate equivalent to 8% of the salary level 4 classification level hourly pay rate for each hour on call.

#### 4.11.3 On Call – Senior Medical Officers

Where a SMO is instructed to be available on call outside ordinary or rostered working hours, the SMO will be paid a rate equivalent to 12% of their hourly base pay rate level for each hour on call.

### 4.12 Meal Breaks

Medical officers will be entitled to have a meal break clear of work commitments. Where meal breaks cannot be accessed medical officers will be paid overtime, at the applicable rate for that particular day, for a period of 30 minutes.

The employer will facilitate access to meal breaks. However, medical officers are expected to make a reasonable effort to access such breaks, and this may require them to arrange appropriate clinical coverage as required.

### 4.13 Higher Duties – Resident Medical Officers

4.13.1 A Junior House Officer or Senior House Officer who is required to act in the position of Principal House Officer for periods of more than 3 days shall be entitled to be paid at the 1st year rate for a Principal House Officer and receive remuneration for on call and recall commensurate with acting in the position of Principal House Officer.

4.13.2 RMOs are encouraged to raise with their Clinical Director in the first instance or their Medical Superintendent if necessary, any reasonably founded concerns they may have in relation to being placed on call beyond their current level of professional capability during such periods of higher duties.

### 4.14 Attraction and Retention Incentive Allowance – Senior Medical Officers

The parties agree that retention of skills and experience of medical officers is crucial to the effective functioning of the Queensland public health system, and further that is necessary to attract people with such skills and experience to work in Queensland’s public health system. With this aim, the following allowances will apply: These allowances are not ‘all purpose’ and therefore are not included in base salary for the purposes of the *Superannuation (State Public Sector) Act 1990* (and associated Deed, Notice and Regulation.

#### 4.14.1 General Attraction and Retention allowance

- (a) For Specialist medical practitioners (excluding specialist general practitioners) an allowance of 50% of base salary
- (b) For SMOs, other than those in Clause 4.14.1 (a) an allowance of 35% of base salary
- (c) Except that the percentages in Clause 4.14.1 (a) or 4.14.1 (b) will be reduced by 25% of base salary for those who:
  - (i) nominate to participate in the granted private practice revenue retention arrangement
  - (ii) fail to complete the granted private practice agreement template within three months of certification of this agreement or upon commencement of employment (whichever is later); or
  - (iii) have their granted private practice arrangement terminated in accordance with the termination provisions of the granted private practice agreement.

#### 4.14.2 Regional and Rural attraction allowance

Amounts in Clause 4.14.1 (a) and 4.14.1 (b) will be increased by an additional:

- (a) 5% of base salary for SMOs employed in Cairns and Hinterland, Townsville (excluding Palm Island) and Darling Downs HHSs;
- (b) 10% of base salary for SMOs employed on Palm Island, or in Central West, Mackay, Central Queensland, Wide Bay, and South West HHSs; and
- (c) 15% of base salary for SMOs employed in Torres - Cape York and North West HHSs.

#### 4.14.3 Emergency Department specialty allowance

Where a SMO works in an Emergency Department under a rostering arrangement in accordance with Clause 4.3, and the medical officer's rostered hours include working evening shifts Monday to Friday, and/or shifts anytime on the weekend, an allowance of 25% of base salary is paid in addition to amounts in Clause 4.14.1 and 4.14.2.

4.14.4 The parties acknowledge for clarity that the allowances in Clause 4.14.1, 4.14.2, 4.14.3 are only payable to senior medical staff who meet the criteria outlined in the respective clauses, and do not apply to casual staff, resident medical staff, MSPP/MOPP.

4.14.5 The allowances payable under Clause 4.14.1, 4.14.2, 4.14.3 are payable for paid leave, and included as ordinary time earnings for superannuation.

### 4.15 Rosters

Where practicable, medical officers should not be rostered on weekends or be on-call, immediately prior to or after leave.

### 4.16 Commitment to Clinical Productivity

The parties agree to be actively involved in open and collaborative discussion and support the development of new clinical models of care and patient safety initiatives that improve patient outcomes, increase productivity and optimise revenue and to support the implementation of agreed initiatives.

During the life of the agreement, the parties commit to further discussions towards developing options that provide for adequate medical staffing levels to address increasing clinical needs in a modern public healthcare system.

### 4.17 Preservation of Certain Leave Entitlements

The existing leave entitlements for the following will be preserved for the life of the agreement:

- Parental Leave
- Long Service Leave
- Recreation Leave
- Purchased Leave

#### **4.18 Preservation of individual employment arrangements**

Queensland Health commits to maintain individual Tier 4 C remuneration arrangements negotiated during the operation of high-income guarantee contracts, in accordance with the terms of those agreements.

#### **4.19 Motor Vehicle Allowance for Senior Medical Officers**

- (a) SMOs are entitled to a motor vehicle allowance (MVA) in lieu of being provided with a motor vehicle. The annual MVA will be paid in fortnightly instalments through the payroll system. Part-time SMOs will receive a pro-rata amount of the full-time rate.

The entitlement for full-time SMOs is equivalent to the SES level 1 or SES level 2 entitlement set by the Public Service Commission Chief Executive, as follows:

MVA of \$21,000 per annum (equivalent to SES level 1) for the following levels:

- SMOs (general practitioner/ credentialed practice/advanced credentialed practice level 13 to level 24)
- staff specialists (levels 18 to 24)
- medical superintendents (in receipt of a medical manager's allowance up to and including MM5 and or a clinical manager's allowance)
- MSPP/MOPPs
- Deputy and assistant medical superintendents.

MVA of \$25,500 per annum (equivalent to SES level 2) for the following levels:

- SMOs (full advanced credentialed practice at level 25)
- staff specialists—senior status (level 25 to 27)
- staff specialists—eminent and pre-eminent status (level 28 and level 29)
- medical superintendents (in receipt of medical manager's allowance at MM6 and above).

The set value of the vehicle entitlement at the SES level 1 and SES level 2 as determined (and amended from time to time) by the Public Service Commission Chief Executive is applied to SMOs.

- (b) The motor vehicle allowance contained in the *Medical Officers (Queensland Health) Award - State 2015* is not payable to any employee in receipt of this motor vehicle allowance.
- (c) The motor vehicle fortnightly allowance is to be paid on periods of paid leave. If leave is taken at half pay, the allowance shall be paid at half pay. Where leave without pay is taken, the allowance is not payable for the duration of the unpaid leave period.

#### **4.20 Outside Practice and Other Business Activities**

The medical officer is required to notify the employer of all other engagements, whether as an employee, contractor or business owner, including the following detail of such engagement:

- (a) Nature of engagement  
(b) Location  
(c) Working times  
(d) Duration of work  
(e) On call commitments

The medical officer must also provide updated information to the employer if their situation changes.

#### **4.21 Granted Private Practice Agreement**

##### **4.21.1 Senior Medical Officers**

- (a) 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.
- (b) In transitioning to MOCA4, a SMO's existing private practice revenue disbursement option provided under their employment contract (i.e. "assigned" or "retained") will remain unchanged unless the SMO agrees to change their disbursement option. Maintaining or changing the

disbursement option needs to be formalised by signing the new granted private practice agreement within three months of certification of this agreement.

- (c) 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.

#### **4.22 Granted Private Practice Commitments**

##### **4.22.1 Senior Medical Officers**

- (a) The parties accept that patients have a choice to be treated as a public or private patient in a public health facility, and agree to facilitate this choice.
- (b) To be clear this includes SMOs seeing private patients referred appropriately either as inpatients or outpatients during hours of work and performing professional services such as procedures, consultations and diagnostic examinations on the basis of clinical need.
- (c) Where a patient elects to be treated as a private patient under a SMO's care, the SMO authorises the employer and/or an entity appointed by the employer as their billing agent to raise appropriate fees under the SMO's Medicare provider number (where eligible) in accordance with the SMO's granted private practice agreement, applicable scheme rules, the Medicare Benefits Schedule and the Queensland Health Fees and Charges Register (as amended from time to time).
- (d) The employer will provide reasonable support (e.g. administration and clinical support staff) to ensure the effective delivery of private patient care at the hospital/facility.
- (e) The employer will provide timely and accurate information to SMOs concerning their granted private practice activities. This includes providing monthly reports of billings against the SMO's Medicare provider number, and ensuring support staff provide clear and prompt communication to the SMO when informed financial consent has been provided by a patient wishing to be treated privately under their care.
- (f) The parties acknowledge that employers have Private Practice Governance Committees in place and that employers may take reasonable steps to ensure the effective and efficient operation of private practice.

##### **4.22.2 Medical Superintendents and Medical Officers with Private Practice**

Private practice arrangements for MSPP/MOPP are to be negotiated and agreed in writing at the local level.

### **PART 5 – FATIGUE RELATED MATTERS**

#### **5.1 Maximum Hours of Duty for Resident Medical Officers**

The maximum hours of duty for a RMO is 12 hours 30 minutes inclusive of a paid meal break.

#### **5.2 10 Hour Break for Senior Medical Officers**

A SMO who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had a "fatigue break" of ten hours will, subject to the Medical Superintendent or delegate making an assessment of the organisation's ability to reasonably defer or delegate the medical officers' work and the risk to the medical officer or patient safety of the medical officer continuing to work, be released after completion of such overtime until they have had a fatigue break without loss of pay for ordinary working time occurring during such absence.

Fatigue leave will not apply where a period of overtime of 2 hours or less is worked whilst on-call.

### **5.3 10 Hour Break for Resident Medical Officers**

A RMO will be provided with 10 hours off duty (“fatigue break”) before being required to be on duty again. Fatigue payments will continue to apply according to Clause 19.7 of the *Medical Officers (Queensland Health) Award - State 2015*, should a RMO not receive at least 10 hours off duty.

### **5.4 Limited Extension of Fatigue Provisions for Overtime Performed on Weekends**

Where a RMO is placed on-call on Saturdays and/or Sundays, the RMO cannot be recalled to duty for a period of 12 consecutive hours or more, without being provided with a mandatory 10 hours break immediately following that period of recall.

### **5.5 Resident Medical Officer fatigue provisions when overtime worked on other than an ordinary rostered working day**

- (a) Any employee who works more than two hours overtime between 22:15 on any day other than an ordinary rostered working day and the commencement of work on the RMOs ordinary rostered working day and who has not had at least eight consecutive hours off duty during the 15 hours immediately preceding the commencement of work on their next ordinary rostered working day shall be released after completion of such overtime until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of an authorised person such an employee resumes or continues work without having had such eight consecutive hours off duty, the RMO shall be paid double rates until the RMO is released from duty for such period and shall be entitled to be absent until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence;
- (b) Provided that any call which commences after 07:00 prior to commencing duty on their next ordinary rostered working day would not count as time worked for the purpose of granting fatigue leave as stated in paragraph Clause 5.5 (a).

### **5.6 Resident Medical Officer rostering for night work**

Excessive consecutive night work is a fatigue management issue for RMOs. To manage potential fatigue, a RMO may only work up to a maximum of seven (7) consecutive shifts where the shift:

- (a) finishes after midnight and at or before 08:00; or
- (b) where the majority of hours for the shift are between midnight and 08:00.

Where seven (7) such consecutive shifts are worked, RMOs should be free from duty for the following 96 hours.

### **5.7 Provision of safe transport**

Where a medical officer is identified as fatigued as a result of work, the employer will provide, if required, alternative transport arrangements, including reimbursement of taxi fares, from the workplace to the employee’s place of residence, at the conclusion of their duties.

### **5.8 Medical Superintendents and Medical Officers with Private Practice - Time Free From Duty**

MSPP/MOPP will be entitled to a guaranteed 8 days free from duty in each 28 day period in which duties are performed under the *Medical Officers (Queensland Health) Award - State 2015*.

## PART 6 – NON-METROPOLITAN PROGRAM

### 6.1 Purpose and elements of program

#### 6.1.1 Inaccessibility Allowance

The inaccessibility incentive scheme will apply to SMOs, MSPP, MOPP and RMOs who are employed in the locations listed below:

#### INACCESSIBILITY ALLOWANCE

Queensland Health Inaccessibility Category	Communities (Categorised by criteria of remoteness inaccessibility)	Total Inaccessibility Package <sup>1</sup> (Allowance payable per annum)
1	Aurukun Bamaga Doomadgee Gunna (Mornington Island) Hope Vale Kowanyama Lockhart River Napranum Palm Island Pormpuraaw Torres Strait Islands (other than Thursday Island)	\$48,300 ½ paid at completion of each 6 months service without pro rata entitlement
2	Alpha Aramac Augathella Barcaldine Blackall Boulia Charleville Cherbourg Cunnamulla Dirranbandi Hughenden Julia Creek Longreach Normanton Quilpie Richmond Thursday Island Weipa Winton Woorabinda Yarrabah	\$41,400 ½ paid at completion of each 6 months service without pro rata entitlement
3	Capella Cardwell Clermont Cloncurry Collinsville Cooktown Dysart Injune Middlemount Mitchell Mount Garnett Mount Isa Mungindi Rubyvale Sapphire Springsure St George Surat Taroom Tieri Wandoan	\$34,500 ½ paid at completion of each 6 months service without pro rata entitlement
4	Balgai Baralaba Blackwater Dimbulah Eidsvold Giru Glenden Herberton Miles Moranbah Mundubbera Ravenshoe Tara Texas Theodore	\$27,600 Paid on the completion of each 12 months' service without pro rata entitlement
5	Agnes Waters Babinda Biggenden Bowen Chincilla Emerald Gayndah Gin Gin Inglewood Jandowae Mareeba Monto Moura Roma	\$20,700 paid at completion of each 12 months service without pro rata entitlement

Queensland Health Inaccessibility Category	Communities (Categorised by criteria of remoteness inaccessibility)		Total Inaccessibility Package <sup>1</sup> (Allowance payable per annum)
6	Atherton Ayr Biloela Charters Towers Childers Dalby Esk Gatton Goondiwindi Ingham Innisfail Kingaroy	Millmerran Mossman Mount Morgan Murgon Nanango Proserpine Sarina Stanthorpe Tully Yeppoon Wondai	\$13,800 paid at completion of each 12 months service without pro rata entitlement
7	Beaudesert Boonah Gladstone Gympie Kilcoy	Laidley Magnetic Island Maleny Oakey Warwick	\$6,900 paid at completion of each 12 months service without pro rata entitlement

\*Applies to part time RMOs and SMOs on a pro-rata basis. Also applies to MSPP/MOPPs.

<sup>1</sup>. Payable as a full monetary.

- (a) Medical officers must complete the period of service specified for their location as outlined above to be eligible for the payment.
- (b) The scheme is in recognition of the varied needs of medical officers working in such locations and includes assistance for such things as additional personal and family costs associated with everyday living expenses and travel for recreation, schooling of dependents and personal professional development.

#### 6.1.2 Benefits

- (a) Benefits will be payable as follows:
  - (i) Eligible beneficiaries in Inaccessibility Incentive category 1 to 3 locations will be paid half the annual benefit upon the completion of every 6 months eligible service;
  - (ii) Eligible beneficiaries in Inaccessibility Incentive category 3 to 6 locations will be paid the full annual benefit upon the completion of 12 months eligible service;
  - (iii) Where service occurs across different categories it will be paid on a pro-rata basis for each of the categories;
  - (iv) No benefit will be payable where the minimum periods of either 6 or 12 months are not worked except in the case of RMOs as specified in Clause 6.1.2 (v);
  - (v) RMOs in a recognised vocational training program will be paid the benefit on a pro-rata basis upon the completion of a cumulative total of 4 months or greater in eligible rotations in any one calendar year.

## PART 7 – WORKPLACE BULLYING

Queensland Health recognises that workplace bullying is a serious workplace issue which is not acceptable and must be eliminated.

## PART 8 – ORGANISATIONAL CHANGE AND RESTRUCTURING

All significant organisational change and/or restructuring that will impact on the workforce (e.g. job reductions, contracting out, deployment to new locations, major alterations to current service delivery arrangements) shall be undertaken in accordance with the Queensland Industrial Relations Commission

Termination, Change and Redundancy Statement of Policy and Queensland Government “Employment Security Policy”.

#### **PART 9 - EQUITY CONSIDERATIONS**

The parties are committed to the principles of equity and merit and thereby to the objectives of the *Equal Opportunity in Public Employment Act 1992*, the *Anti-Discrimination Act 1991* and the *Equal Remuneration Principle* (QIRC Statement of Policy 2002).

The Flexible Work Arrangements Guide has been developed for the purpose to achieve “Work Life Balance”. Queensland Health is committed to implementing all strategies and performance indicators as agreed.

The parties acknowledge that increased flexibility and improvements in working arrangements can further the aims of efficiency, effectiveness and equity.

#### **PART 10 – LEAVE RESERVED/NO EXTRA CLAIMS**

The parties agree that up to the nominal expiry date of this agreement:

- (a) The employees, the Union or the Employer will not pursue any extra claims relating to wages or changes in conditions of employment or any other matters related to the employment of the employees, whether dealt with in the agreement or not;
- (b) This agreement covers all matters or claims that could otherwise be subject to protected action under the Act and its successors.
- (c) Any outcome arising from Clause 2.3.1 may be implemented where there is agreement between the parties.

**SCHEDULE 1 - WAGE RATES**

**RESIDENT MEDICAL OFFICERS AND SENIOR MEDICAL OFFICERS**

Classification Level	Wage Rates payable from 01/07/15		Wage Rates payable from 01/07/16		Wage Rates payable from 01/07/17	
	Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
	\$	\$	\$	\$	\$	\$
L1	2,674.40	69,773	2,741.30	71,519	2,809.80	73,306
L2	2,897.30	75,588	2,969.70	77,477	3,043.90	79,413
L3	3,120.00	81,399	3,198.00	83,434	3,278.00	85,521
L4	3,844.50	100,300	3,940.60	102,807	4,039.10	105,377
L5	3,955.70	103,201	4,054.60	105,782	4,156.00	108,427
L6	4,067.20	106,110	4,168.90	108,764	4,273.10	111,482
L7	4,234.40	110,472	4,340.30	113,235	4,448.80	116,066
L8	4,345.90	113,381	4,454.50	116,215	4,565.90	119,121
L9	4,457.40	116,290	4,568.80	119,197	4,683.00	122,176
L10	4,902.90	127,913	5,025.50	131,112	5,151.10	134,389
L11	5,070.20	132,278	5,197.00	135,586	5,326.90	138,975
L12	5,237.30	136,637	5,368.20	140,053	5,502.40	143,554
L13	5,402.80	140,955	5,537.90	144,480	5,676.30	148,091
L14	5,571.60	145,359	5,710.90	148,993	5,853.70	152,719
L15	5,739.70	149,745	5,883.20	153,488	6,030.30	157,326
L16	5,910.10	154,190	6,057.90	158,046	6,209.30	161,996
L17	6,079.10	158,599	6,231.10	162,565	6,386.90	166,630
L18	6,240.20	162,802	6,396.20	166,872	6,556.10	171,044
L19	6,407.40	167,164	6,567.60	171,344	6,731.80	175,628
L20	6,599.20	172,168	6,764.20	176,473	6,933.30	180,885
L21	6,741.60	175,884	6,910.10	180,280	7,082.90	184,788
L22	6,908.80	180,246	7,081.50	184,751	7,258.50	189,369
L23	7,076.10	184,610	7,253.00	189,226	7,434.30	193,956
L24	7,248.40	189,106	7,429.60	193,833	7,615.30	198,678
L25	7,462.30	194,686	7,648.90	199,554	7,840.10	204,543
L26	7,688.70	200,593	7,880.90	205,607	8,077.90	210,747
L27	7,911.90	206,416	8,109.70	211,576	8,312.40	216,865
L28	8,245.90	215,130	8,452.00	220,507	8,663.30	226,019
L29	8,691.80	226,763	8,909.10	232,432	9,131.80	238,242

**MEDICAL SUPERINTENDENTS WITH PRIVATE PRACTICE AND MEDICAL OFFICERS WITH PRIVATE PRACTICE**

Classification Level	Wage Rates payable from 01/07/15		Wage Rates payable from 01/07/16		Wage Rates payable from 01/07/17	
	Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
	\$	\$	\$	\$	\$	\$
Medical Officers with Private Practice	4,866.80	126,971	4,988.50	130,146	5,113.20	133,400
	5,019.70	130,960	5,145.20	134,235	5,273.80	137,590
	5,166.10	134,780	5,295.30	138,151	5,427.70	141,605
Medical Superintendents with Private Practice	4,866.80	126,971	4,988.50	130,146	5,113.20	133,400
	5,019.70	130,960	5,145.20	134,235	5,273.80	137,590
	5,166.10	134,780	5,295.30	138,151	5,427.70	141,605
	5,319.30	138,777	5,452.30	142,247	5,588.60	145,803
Senior Medical Superintendents with Private Practice	5,471.20	142,740	5,608.00	146,309	5,748.20	149,966
	5,641.30	147,177	5,782.30	150,856	5,926.90	154,629

**MEDICAL MANAGERS AND CLINICAL MANAGERS ALLOWANCES**

Allowance Detail	Allowance Level	Wage Rates payable from 01/07/15		Wage Rates payable from 01/07/16		Wage Rates payable from 01/07/17	
		Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
		\$	\$	\$	\$	\$	\$
Clinical Managers Allowance	CM1	249.70	6,514	255.90	6,676	262.30	6,843
	CM2	374.30	9,765	383.70	10,010	393.30	10,261
	CM3	499.20	13,024	511.70	13,350	524.50	13,684
	CM4	623.90	16,277	639.50	16,684	655.50	17,102
	CM5	748.90	19,538	767.60	20,026	786.80	20,527
	CM6	873.60	22,792	895.40	23,360	917.80	23,945
	CM7	998.60	26,053	1,023.60	26,705	1,049.20	27,373
Medical Managers Allowance	MM1	187.30	4,887	192.00	5,009	196.80	5,134
	MM2	312.10	8,142	319.90	8,346	327.90	8,555
	MM3	561.70	14,654	575.70	15,020	590.10	15,395
	MM4	811.30	21,166	831.60	21,696	852.40	22,239
	MM5	1,060.80	27,676	1,087.30	28,367	1,114.50	29,077
	MM6	1,248.00	32,559	1,279.20	33,373	1,311.20	34,208
	MM7	1,435.30	37,446	1,471.20	38,383	1,508.00	39,343
	MM8	1,622.40	42,327	1,663.00	43,386	1,704.60	44,472
	MM9	1,809.70	47,214	1,854.90	48,393	1,901.30	49,604
	MM10	1,934.40	50,467	1,982.80	51,730	2,032.40	53,024

**SCHEDULE 2 – Policies as at time of certification**

- Employment Security Policy
- Queensland Government Commitment to Union Encouragement

**SCHEDULE 3– Preserved Queensland Health Human Resources Policies**

	<b>Policy number</b>	<b>Policy name</b>	<b>Employees to whom Policy applies</b>
(a)	HR policy B36	Employees Requiring Placement	Resident medical officers and senior medical officers
(b)	HR policy B43	Relinquishment of Role	Resident medical officers and senior medical officers
(c)	HR policy C09	Carer’s Leave	All
(d)	HR policy C11	Bereavement Leave	All
(e)	HR policy C26	Parental Leave	All
(f)	HR policy H01	Separation of Employment	Resident medical officers and senior medical officers