

Record of Agreement

THIS AGREEMENT made on this 15 day of December 2011.

BETWEEN: The State of Queensland (acting through Queensland Health)

AND

Queensland Branch of the Australian Medical Association for Visiting Medical Officers

PART 1 - PRELIMINARY

1.1 Title

This agreement shall be known as the *Terms and Conditions of Employment, Queensland Government Visiting Medical Officers 2011* (2011 VMO Agreement).

1.2 Arrangement of Agreement

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1.3 Parties to Agreement and Persons Bound

1.3.1 The parties to this agreement are:

- (i) State Government of Queensland acting through Queensland Health;
- (ii) any other government department who may employ VMOs during the life of this agreement ; and
- (iii) Queensland Branch of the Australian Medical Association (VMOs).

1.3.2 This agreement is binding upon the parties and VMOs covered by the agreement.

1.4 Application

1.4.1 This agreement applies to VMOs who incur ongoing private practice costs and are employed by Queensland Health or other government departments.

1.4.2 This agreement replaces the *Terms and Conditions of Employment, Queensland Government Visiting Medical Officers 2005* (“2005 VMO Agreement”).

1.5 VMOs that Cease to Own and Operate a Private Practice

1.5.1 This agreement does not apply to VMOs who do not incur on-going private practice costs except as provided below.

1.5.2 VMOs employed prior to 27 November 2001 who after that date cease to own and operate a private practice shall continue to be entitled to the provisions of this agreement for the period of their continuing employment as a VMO. However, the current loaded rate loading applicable to the VMO at the time they ceased owning and operating a private practice shall be maintained and not increased as a private practice cost will not be incurred. The VMO will then be paid in accordance with Schedule 3 - Loaded Rates.– No private Practice when a loaded rate loading of an applicable classification of this schedule exceeds the loaded rate loading paid to the VMO at the time the VMO ceased owning and operating a private practice.

1.5.3 The same as arrangements as in 1.5.2 above shall apply to a limited number of VMOs who Queensland Health has previously accepted do not own and operate a private practice.

1.5.4 VMOs employed after 27 November 2001 who subsequently cease to own and operate a private practice shall transfer to part-time Senior Medical Officers (SMOs) under the *District Health Services Senior Medical Officers’ and Resident Medical Officers’ Award – State 2003* following a three (3) month transition period.

1.6 Relationships to Legislation, Policy and other Industrial Instruments

The provisions of relevant legislation, policy and other employment instruments, as amended from time to time, continues to apply to VMOs covered by this agreement, except where the conditions of employment and remuneration to be received by such VMOs are affected by the provisions of this agreement.

1.7 Date and Period of Operation

This agreement shall operate from 1 January 2011 to 31 December 2013.

1.8 Renewal or Replacement of Agreement

1.8.1 The parties agree to meet at a senior level (with early intervention of the relevant Deputy Director-General and Director General) six (6) months prior to the expiry of the agreement. A minimum of three (3) full days of negotiations will occur three (3) months prior to the expiry of the agreement.

1.8.2 Any lack of agreement by that date will necessitate direct negotiations with the elected Government, with the intention of successfully concluding the negotiation process.

1.8.3 Both parties undertake to work to achieve a replacement agreement by the time this agreement expires

1.9 VMO Commitments

1.9.1 VMOs will collaborate with the employer to:

- (i) Build confidence in the public health system;
- (ii) Make improvements to patient access to assessment and treatment, as well as standards of care;
- (iii) Effectively educate and train the expanding medical and health professional workforce,
- (iv) Implement reforms to the public health system over the life of the agreement;
- (v) Participate in the Productivity Initiatives agreed to by the parties and set out in Schedule 4.

1.10 Rationalisation of Services

1.10.1 To maximise the effective use of public funding towards the delivery of public health care, it is often necessary to review and re-align services.

1.10.2 This is acknowledged as a necessary ongoing process designed to maximise the application of available resources including staffing and infrastructure, while considering changing community needs or organisational priorities.

1.10.3 The mobility of VMOs from one facility to another is required to assist this process. Considerations will include the distance involved (no more than ½ an hour travelling time or 30kms), the obligations and responsibilities of the VMO, impact on family responsibilities, the medical speciality, reasonableness and any undue inconvenience caused.

1.10.4 A proper consultation process is to occur to effect such changes. Consultation is a process where management invites relevant individual VMOs and their representatives in a timely manner, to discuss and express their opinions in order to influence decisions

relating to management proposals. Consultation shall occur in the first instance with the appropriate facility medical staff body and the Chair of the AMAQ, VMO Committee in relation to proposed changes.

- 1.10.5 As an alternative it could be agreed as part of the consultation process that a rotation scheme involving all or some of the medical staff in the Department could be adopted rather than an individual VMO being transferred to the new facility on a permanent basis.
- 1.10.6 In the instance where it is decided to vary the site at which a VMO will provide sessions the employer will provide an amended instrument of appointment providing a minimum of three months notice in writing of the change. Provided that this period can be reduced by mutual agreement between the employer and the VMO.

1.11 Grievance Procedures

- 1.11.1 The matters to be dealt with in this procedure shall include all grievances or disputes between a VMO and an employer in respect to any industrial matter and all other matters that are specified herein. Such procedure shall apply to a single VMO or to any number of VMOs.
- (i) In the event of a VMO having a grievance or dispute the VMO shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances.
 - (ii) If the grievance or dispute is not resolved under clause 1.11(i), the VMO or the VMO's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the VMO or the VMO's representative.
 - (iii) If the grievance or dispute is still unresolved after discussions listed in clause 1.11(ii), the matter shall be reported to the VMO's nominated Industrial Representative and the relevant Senior Management of the employer or the employer's nominated Industrial Representative. This should occur as soon as it is evident that discussions under clause 1.11(ii) will not result in resolution of the dispute.
 - (iv) If, after discussion between the parties, or their nominees mentioned in clause 1.11(iii), the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given in pursuance of *section 229 of the Industrial Relations Act 1999*.
 - (v) Whilst all of the above procedure is being followed, normal work shall continue except in a case of a genuine safety issue.
 - (vi) The status quo existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.

- (vii) All parties shall give due consideration to matters raised or any suggestion or recommendation made by an Industrial Commissioner or Industrial Magistrate with a view to the prompt settlement of the dispute.
- (viii) Discussion at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute pursuant to *section 229 of the Industrial Relations Act 1999*.

1.12 Definitions

- (i) “Appropriate sessional rate” means the hourly rate including loading where appropriate, prescribed for each classification of VMO specified in clause 3.1 (Salary/Wages).
- (ii) “Casual Medical Practitioner” means a VMO employed to cover short term absences or to provide short term additional services above those normally provided.
- (iii) “Council Leave” means leave which can be accessed by councillors of the Royal Colleges or national speciality societies. Such leave shall be granted only for periods that fall within ordinary rostered hours, up to ten (10) days per annum. Should leave in excess of ten (10) days per year be required, it may be deducted from professional development leave. The National President of a Royal College or national speciality society may be granted unlimited council leave.
- (iv) “Visiting Medical Officer” and “VMO” means a Visiting General Practitioner, or, a Visiting General Practitioner with FRACGP and/or Vocational Registration, or, a Visiting Senior Specialist, or, a Visiting Specialist.
- (v) “Employer” means Queensland Health or the Queensland Government Department by which a VMO is employed.
- (vi) “Examiners’ Leave” means leave which can be accessed by a registered examiner of the Royal Colleges for the purposes of conducting and examining registrars or teaching. Such leave shall be granted only for periods that fall within ordinary rostered hours.
- (vii) “Notional Sessions” are predetermined periods of time expressed in hours per week, and approved by the employer, to provide services other than during sessional services, on call, call back or continuation of duty. These sessions would apply for extended periods and not normally relate to short term requirements and may include such matters as self-initiated attendance and post operative follow-up. Approved notional sessions continue to be paid during periods of recreation, paid sick, long service, professional development, examiners, council, bereavement and paid parental leave and are superannuable for occupational superannuation purposes. These sessions should be defined accurately for individual VMOs.
- (viii) With the exception of clauses 4.2.9, 4.4 and 5.1.7, “On Call Periods” are from

6.00pm on one day to 8.00am on the following day, and from 8.00am to 6.00pm the same day on Saturdays, Sundays and Public Holidays (or mainly between those hours). On call arrangements are not applicable between 8.00am to 6.00pm the same day on Monday to Friday unless the day is a Public Holiday.

- (ix) “Passive Time” means those periods of work time which arise in conjunction with clinical duties and involve travel for escorts or retrievals where a VMO is not required to care for a patient or to exercise medical skills and attention.
- (x) “Professional Development Activities” shall mean appropriate courses, conferences, meetings, study programs and appropriate committees or as an office bearer to an appropriate national or international professional medical body which are beneficial to the maintenance of a VMOs professional competence and which are deemed by the employer to be of benefit to the public health system or prisoners and/or other relevant client groups.
- (xi) “Relieving Temporary VMO” means a VMO employed to cover the absence of a VMO on leave, to address seasonal workload issues, to undertake a specific program/project or to provide services while a position is being filled.
- (xii) “Senior Medical Officer” means an employee defined by the *District Health Services – Senior Medical Officers’ and Resident Medical Officers’ Award – State 2003*.
- (xiii) “Sessional Services” may be of any length but shall not exceed 9 hours in any one day and includes the provision of clinical services, attendance at authorised meetings, Undergraduate and Postgraduate teaching, management of a clinical unit, facility or department, formal research programs and quality assurance programs undertaken within a public health facility or other Queensland Government facility as required by the employer.
- (xiv) “Visiting General Practitioner” means a person who is registered with the Medical Board of Australia under the provisions of the *Health Practitioners National Law Act 2009* and who incurs ongoing private practice costs.
- (xv) “Visiting General Practitioner with FRACGP and/or Vocational Registration” means a person who is registered with the Medical Board of Australia under the provisions of the *Health Practitioners National Law Act 2009*, who incurs ongoing private practice costs and who has a Fellowship with the Royal Australian College of General Practitioners and/or Vocational Registration.
- (xvi) “Visiting Medical Officer – Independent Contractor” means an a VMO who has a medical practice company under a contract; a partnership under a contract; or an individual under a contract and who is not an employee of Queensland Health but instead, has entered into an Independent Contractor Agreement with Queensland Health or government departments.
- (xvii) “Visiting Senior Specialist” means a person who is registered with the Medical Board of Australia under the provisions of the *Health Practitioners National Law Act 2009* as a specialist with respect to a speciality, who incurs ongoing private practice costs, who is appointed as such by the employer and whose name remains on the Register of Specialists, Queensland.

- (xviii) “Visiting Specialist” means a person who is registered with the Medical Board of Australia under the provisions of the *Health Practitioners National Law Act 2009* as a specialist with respect to a speciality, who incurs ongoing private practice costs and whose name remains on the Register of Specialists, Queensland.

PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Employment as a VMO

- 2.1.1 A VMO may be employed under this agreement on a permanent basis, casual basis or relieving temporary basis subject to the requirements of clauses 2.2, 2.3 and 2.4.
- 2.1.2 Where a part-time, non-resident, salaried medical officer position or visiting medical officer position is to be advertised, the health services district will give due consideration to advertising the role concurrently as both a visiting medical officer and a part-time salaried medical officer position.

2.2 Permanent VMOs

- 2.2.1 VMOs who are appointed on a permanent basis shall be subject to a six (6) month probationary period.
- 2.2.2 Tenure of the office of an VMO shall depend upon good behaviour and be subject to the following additional conditions:
- (i) If the VMO becomes, in the opinion of the employer, unable to perform the duties of the position, the employer shall be at liberty to appoint temporarily a substitute, and to terminate the appointment provided established Queensland Health policies and procedures have been applied, upon the giving of three (3) months' notice;
 - (ii) An employer shall have power to remove a VMO from office for serious misconduct subject to the provisions of the relevant legislation.
 - (iii) The conditions applying to the appointments and privileges of VMOs as laid out in appointments and privileges policy document.
 - (iv) The VMO continuing to meet the obligations of the employment contract which includes compliance with applicable Office of the Public Service Directives, other government policies and procedures and Codes of Conduct.

2.3 Casual VMOs

The employer may employ a casual VMO to perform services for less than one (1) calendar month to cover either short term absences or increases in service requirements.

2.4 Relieving Temporary VMOs

- 2.4.1 The employer may appoint a Relieving Temporary Medical Practitioner to perform services to:

- (i) cover the absence of an employee on leave greater than one (1) calendar month;
- (ii) address seasonal workload issues;
- (iii) undertake a specific program/project; or
- (iv) temporarily fill a vacancy while a position is being filled.

2.4.2 Upon appointment, a reliever will be given a letter of appointment, which includes:

- (i) the nature of the employment (i.e. as a reliever);
- (ii) the commencement and completion date of the employment; and
- (iii) the reason for the relieving appointment (i.e. one or more of the four (4) reasons above).

2.4.3 Where a Relieving Temporary VMO has been engaged in the same position for more than 12 months, the VMO will be provided with the option to become a VMO – Independent Contractor (as defined in 1.12(xvi)), on the basis the employment requirements remain of a temporary nature.

2.5 Sessional Services

2.5.1 Appointment

Except as provided in clause 2.3, an employee shall be appointed to provide sessional services as scheduled by the employer and specified in an instrument of appointment. The number of sessions to be provided may be reviewed from time to time to ensure that the sessional hours match the clinical services provided.

2.5.2 Variation by employer

- (i) Where an employer is considering varying the sessions specified in the instrument of appointment of a VMO, the employer shall communicate the proposal to the VMO concerned by individual communication in writing.
- (ii) A standard consultation process will be adopted to ensure the views of all affected medical staff are considered as part of the deliberations prior to a decision being made:
 - (a) A proper consultation process shall occur. Consultation is a process where management invites relevant individual VMOs and their representatives in a timely manner to discuss and express their opinion in order to influence the decision on management proposals.
 - (b) Consultation shall occur in the first instance with the appropriate facility medical staff body and the chair of the AMAQ Visiting Medical Officers Committee in relation to proposed changes.
 - (c) Details of the proposed changes, the reasons for the proposed changes and any other relevant information shall be provided.

- (d) A decision may be taken by the employer only after evidence has been provided in relation to the proposal and the VMOs have been given the opportunity to raise their concerns.
- (iii) In the instance where it is decided sessions are to be reduced the employer shall give the following notice:

Service as a VMO	Notice Period
Up to 7 years	3 months
7 years & up to 13 years	5 months
13 years & above	6 months

- (a) Provided the employer can elect to pay the VMO a sum of money equivalent to the salary for the number of months outlined above in lieu of the notice period.
- (b) Provided that the VMO can elect to receive salary for the number of months outlined above in lieu of the notice period. If neither party wishes to exercise their relevant option the VMO shall work the pre-existing number of sessions during the notice period.
- (iv) In cases where the variation in sessions would result in a reduction of more than 50% in the number of current working hours per week then the employer will give consideration as to whether a redundancy as outlined in clause 2.6 is more appropriate.
- (v) This clause shall not be used as a mechanism to deny a VMO access to Professional Development Leave or Professional Development Assistance. Maintenance of entitlement to Professional Development Leave in clause 5.5 and Assistance in clause 6.1 shall occur for VMOs with such entitlement prior to the reduction of sessional hours below six (6) per week where that reduction would otherwise render them ineligible.
- (vi) Existing leave balances will be retained. However future accruals of leave shall be on the basis of the sessional hours currently worked per week. The applicable level of financial assistance shall remain unchanged.
- (vii) Nothing in clause 2.5.2 overrides the provisions of clause 2.5.1, which is activated to ensure the number of sessional hours provided match the clinical services provided.

2.5.3 Variation by VMO

- (i) Where a VMO desires to vary the sessions specified in an instrument of appointment, a minimum period of three (3) months notice in writing shall be given to the employer outlining the reasons for the variation. Provided that a lesser period of notice may be mutually agreed in writing between the employer and the VMO. Provided further that final approval in respect of an adjustment to the sessional hours as addressed in this subclause shall rest with the employer but that no reasonable application by a VMO shall be refused.

- (ii) Provided the employer can elect to pay the VMO a sum of money equivalent to the salary for the number of months outlined above in lieu of the notice period.

2.5.4 Excess hours review by employer or employee:

- (i) Where an employee regularly works ordinary hours in excess of the appointed hours for a period of three (3) months or more, both parties have responsibility to review the employment contract to ensure:
 - (a) only the hours of employment are worked; or
 - (b) the instrument of appointment is amended to reflect the ordinary hours of service actually worked by the VMO.

2.6 Introduction of Changes, Termination of Employment and Redundancy

2.6.1 Termination

This clause does not apply when the employer intends to reduce the number of sessions of a VMO, which is covered by 2.4.2 or to manage termination of employment in cases of redundancy, which is covered by clauses 2.6.2, 2.6.3 and 2.6.4.

- (i) Except in the case of termination of employment for misconduct, an employer wishing to terminate the employment of a VMO must provide three (3) months notice of termination of employment or pay the VMO three (3) months salary in lieu thereof. Provided that employment may be terminated by part of the period of notice and part payment in lieu thereof.
- (ii) A VMO wishing to terminate their employment must provide the employer with three (3) months notice of termination of employment or forfeit to the employer three (3) months salary in lieu thereof.
- (iii) The employer shall adhere to established Queensland Health policies and procedures when dealing with issues that may result in termination of employment. At all stages of such process, the VMO will be afforded natural justice.
- (iv) The employer and the VMO may mutually agree to a lesser period of notice in lieu of the period specified in this clause.
- (v) The grievance process, clause 1.11 may be instigated in the event that the above consultation process is not followed.

2.6.2 Except as provided for in clause 2.5, employers and VMOs to whom this agreement applies, shall observe the terms and conditions of the *Termination, Change and Redundancy Clause Statement of Policy* (2003 174 QGIG 908-912).

2.6.3 Provided that the provisions of clause A (Termination of Employment) contained in the aforesaid Statement of Policy shall not have application under this agreement, except in circumstances resulting from introduction of changes and/or redundancy as set out in clauses B and C respectively of the Statement of Policy. In the instance of redundancy

severance payment shall be calculated on the basis of two (2) weeks per year of service in any capacity up to a maximum of fifty two (52) weeks severance.

- 2.6.4 Redundancy severance payment for service in another capacity shall be payable at the applicable hourly rate for a full time employee and not a VMO, having regard to the VMO's current qualifications and experience, in accordance with the appropriate award or industrial instrument.

PART 3 – SALARIES/WAGES AND ALLOWANCES

3.1 Salaries/Wages

- 3.1.1 The Base Hourly Rates are detailed in Schedule 1.
- 3.1.2 The Loaded Hourly Rates for VMOs that continue to incur private practice costs are detailed in Schedule 2.
- 3.1.3 The Loaded Hourly Rates for VMOs that do not continue to incur private practice costs are detailed in Schedule 3.
- 3.1.4 The Loaded Hourly Rates specified in Schedule 2 include compensation for the 24 hour a day private practice costs. The Base Hourly Rates are used for calculating the value of the loaded rate.
- 3.1.5 The Loaded Hourly Rates for VMOs specified in Schedule 2 consist of the following components:
- (i) Salary
 - (ii) Prime Private Practice Costs (normally incurred between 8.00am and 6.00pm, Monday to Friday excluding public holidays)
- 3.1.6 Loaded rates are paid for sessional services and all recalls, with the exception of clause 4.4.

3.2 Payment for Services

- 3.2.1 Timely Attendance
- (i) The VMO is expected to be punctual for pre-arranged sessions including approved time for clinical teaching, research, attending facility committees and undertaking activities such as planning, accreditation and quality assurance. Where on any occasion a VMO is late for the commencement of a session and/or reduces the duration of a session on the VMO's own accord, payment shall only be made for the time worked, calculated to the nearest quarter of an hour.
- 3.2.2 Travel
- (i) VMOs travelling to non-metropolitan hospitals shall be compensated for travelling time (up to a maximum of three (3) hours) and sessional hours, as well as reasonable out of pocket expenses (where appropriate). Payment of travelling

time and out of pocket expenses will be subject to the provision of accurate timesheets indicating time travel commenced and ceased, as well as presentation of receipts for expenses claimed.

- (ii) For the purposes of this provision, reasonable out of pocket expenses are mileage allowances in accordance with Minister for Industrial Relations Directive 08/09 – *Motor Vehicle Allowances*, (as amended from time to time) and fares and travelling expenses as outlined in Minister for Industrial Relations Directive 9/09 – *Domestic Travelling and Relieving Expenses*, (as amended from time to time), or as approved by an appropriately delegated officer.

3.2.3 Cancellation of Sessions

- (i) Where an employer on any occasion has been unable to provide the required amount of pre-arranged services for a VMO, then payment shall be made for the full session.
- (ii) Where a session is cancelled for any reason by the employer, VMOs shall be remunerated as if they had worked in accordance with the projected sessional roster agreed for that particular day provided that payment shall not be made where the session is cancelled at the instigation of the VMO, including cancellation of a session where the VMO is approved to perform private medical services. This clause does not apply to the closure of services over the Christmas/New Year period, which is covered by clause 5.1.7.

3.2.4 Anaesthetists

Anaesthetists shall be paid on the basis of actual time worked, calculated to the nearest quarter of an hour, where pre-operative examinations are undertaken, for necessary resuscitation work and for prolonged after-care of patients.

3.2.5 Payment of Relieving Temporary VMOs

A Relieving Temporary VMO shall be paid at the appropriate sessional rate to which the VMO is entitled under this agreement and shall be appointed in accordance with clause 2.4

3.2.6 Payment of Casual VMOs

A Casual VMO shall be paid at the appropriate sessional rate to which the VMO is entitled under this agreement plus a loading of 23% in lieu of Recreation Leave, Public Holidays, Sick Leave and Professional Development Leave.

3.2.7 Public Holidays and Other Absences

The following provisions apply in relation to Public Holidays and other absences:

- (i) Deductions shall not be made in the remuneration of a VMO when a normal session is not worked because it falls on a public holiday.

- (ii) If a session, which would normally fall on a public holiday, is rescheduled to another day by mutual agreement, then no additional remuneration is payable for the rescheduled session.
- (iii) Deductions shall not be made in the remuneration of a VMO if a VMO is unable to attend a session for a reason other than sickness or to attend approved professional development activities provided that:
 - (a) The VMO has given a minimum of four weeks prior notification of the intending absence and the reason given is accepted by the employer and;
 - (b) The time missed is made up at a time approved by the employer;
- (iv) In other circumstances, the appropriate deduction in remuneration shall be made.

3.2.8 Method of Payment

Payment for services provided by a VMO shall be made at least fortnightly by electronic funds transfer, provided that payment other than by this method shall be at the discretion of the employer.

3.3 Classification Structure

3.3.1 For the purposes of salaries and wages, commencing rates and movement within the classification structure, VMOs are separated into four categories:

- (i) Visiting General Practitioners;
- (ii) Visiting General Practitioners with FRACGP and/or Vocational Registration;
- (iii) Visiting Specialists;
- (iv) Visiting Senior Specialists

3.4 Commencing Rates

3.4.1 Commencing Rates for Visiting General Practitioners and Visiting General Practitioners with FRACGP and/or Vocational Registration.

A Visiting General Practitioners or Visiting General Practitioners with FRACGP and/or Vocational Registration shall be employed at the commencing rate provided for the 1st year of service.

3.4.2 Commencing Rates for Visiting Specialists

The commencing rates for Visiting Specialists employed under this agreement shall be as follows, subject to clause 3.4.3 below:

Visiting Specialist

Experience	Commencing Rate
Less than 1 year eligibility for specialist registration	1 st year rate
1 year eligibility for specialist registration	2 nd year rate
2 years eligibility for specialist registration	3 rd year rate
3 years or more eligibility for specialist registration	4 th year and thereafter rate

3.4.3 Commencing Rates for Visiting Specialists in Country Areas.

The following special arrangements apply to Visiting Specialists in country areas:

- (i) In respect of Health Service Districts and at the discretion of the employer, positions of Visiting Senior Specialist may be established in lieu of positions of Visiting Specialists. Such positions will be filled by appointment to advertised vacancies.
- (ii) A Visiting Specialist who is the sole specialist in a particular field employed in a country area shall be employed at a commencing rate of not less than the 3rd year rate.
- (iii) In respect of Health Service Districts, a Visiting Specialist employed in a country area shall be employed at a commencing rate one paypoint higher than provided in clause 3.4.2.

3.4.4 For the purposes of clause 3.4.3, a country area will exclude those facilities operated by The Prince Charles Hospital, Royal Brisbane & Women's Hospital, Royal Children's Hospital, Princess Alexandra Hospital, Mater Misericordiae Health Services Brisbane Ltd, Queen Elizabeth II Hospital, Bayside, Logan-Beaudesert, Gold Coast, West Moreton, Redcliffe-Caboolture, Sunshine Coast and Gympie Health Service Districts.

3.5 Movement within Classification Levels.

- 3.5.1 Incremental advancement for all VMOs subject to this agreement shall be dependent upon the individual VMO having achieved performance objectives as certified by the employer pursuant to the provisions of Health Service Directive 1/98 – Performance Appraisal and Development.
- 3.5.2 Subject to clause 3.5.1 above, and in the case of Visiting General Practitioners, progression shall be by a single increment payable on the third anniversary of the date of commencement of duty.
- 3.5.3 Subject to clause 3.5.1 above, and in the case of Visiting General Practitioners with FRACGP and/or Vocational Registration, progression shall be by annual increments payable on each anniversary of the date of commencement of duty.
- 3.5.4 Subject to clause 3.5.1 above, and in the case of Visiting Specialists, progression shall be by annual increments payable on each anniversary of the date of commencement of duty.
- 3.5.5 In the case of Visiting General Practitioners with Vocational Registration, continuation of payment will be dependent upon maintaining such registration and providing documentary evidence of same to the employer on an annual basis.

3.5.6 In those circumstances where Vocational Registration is not maintained and/or satisfactory evidence is not provided, the VMO shall cease to be entitled to be paid on the scale for Visiting General Practitioner with FRACGP and/or Vocational Registration and revert to the scale for Visiting General Practitioner. This could result in a reduction in the hourly rate payable to that VMO.

3.6 Procedures and Criteria for Promotion to Visiting Senior Specialist

3.6.1 A Visiting Specialist shall not be entitled to proceed by incremental progression to Visiting Senior Specialist level unless the Visiting Specialist has been eligible for specialist registration for at least seven (7) years and has received satisfactory Performance Appraisal and Development reports for at least two (2) years.

3.6.2 Visiting Medical Officers are to be given the opportunity to participate in a performance appraisal and development process that will enable them to meet the requirement of clause 3.6.1 above.

3.6.3 Where Visiting Medical Officers have not been provided the opportunity to participate in a performance and appraisal development process, they will increment to Senior Status, subject to at least seven (7) years eligibility for specialist registration, in the absence of substantiated unsatisfactory performance reports in relation to their performance.

3.6.4 In the instances of 3.6.1 and 3.6.3 the Visiting Specialist needs to notify their Medical Superintendent or Executive Director Medical Services of their anniversary date and that these criteria have been satisfied.

3.6.5 Appointment to a Visiting Senior Specialist position may also transpire by way of appointment to an advertised vacancy.

3.6.6 Appeal Arrangements

In the event that a Visiting Specialist is denied advancement, for example, through not having a successful outcome in respect of the performance appraisal and development process, the reasons must be provided to the Visiting Specialist by letter. A Visiting Specialist with seven (7) years eligibility for specialist registration is entitled to appeal the decision to deny advancement and a process that is similar to the following is to be implemented:

(i) Visiting Specialists seeking Visiting Senior Specialist status will submit the following details to the Medical Superintendent or Executive Director Medical Services of their hospital:

(a) a written application, together with a curriculum vitae and including specific reference to the Specialty or Sub-Specialty in which senior recognition is being sought; and

(b) documentation in support of the application such as publications, research results, the holding of offices such as Chairman/Secretary of Committees, Colleges, Associations and evidence of quality practice demonstrated by performance against appropriate quality assurance indicators.

(ii) Applications will be accompanied by certification that:

- (a) the Visiting Specialist has been eligible for specialist registration in the specialty for at least seven (7) years;
 - (b) The Visiting Specialist has achieved Senior Status as a full time specialist with the Employer, where appropriate and
 - (c) Endorsement of whether or not the Visiting Specialist has special sustained merit in the Public Health System/Department.
- (iii) All applications will be submitted by the Medical Superintendent or Executive Director Medical Services to a central body of peers for consideration. The central body of peers should include representatives from the following:
- (a) College or learned society;
 - (b) Australian Medical Association, Queensland Branch;
 - (c) The Chief Executive Officer of the Health Service District;
 - (d) A Queensland Health representative.
- (iv) Recommendations for appointment to positions of Visiting Senior Specialist shall be arrived at by consensus between members of the body of peers and then such recommendations will be submitted to the Director-General for approval.
- (v) An unsuccessful appellant shall receive feedback from the central body of peers and will be eligible to reapply 12 months from the date of the determination.

3.7 Appointment Date for Promotion to Visiting Senior Specialist

3.7.1 For successful applicants, the date of appointment to a position of Visiting Senior Specialist shall be:

- (i) the date of approval for those VMOs appointed internally to an advertised vacancy; or
- (ii) the date of commencement of duty for those VMOs appointed from an external source to an advertised vacancy; or
- (iii) on the seventh anniversary of eligibility for specialist registration where an existing VMO is incremented (having satisfied 3.6.1 or 3.6.3); or
- (iv) on the seventh anniversary of eligibility for specialist registration where an existing VMO has successfully appealed a decision regarding appointment to Visiting Senior Specialist status.

3.8 Salary Sacrifice

3.8.1 The following definitions will apply for the purposes of this clause:

- (i) 'Fringe Benefits Tax' (FBT): Means tax imposed by the *Fringe Benefits Tax Act 1986*. The FBT Year refers to the employer's FBT return period of 1 April to 31 March each year.
- (ii) '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.
- (iii) 'Salary Sacrifice': Salary sacrifice is a system whereby a portion of an employee's gross salary or wage is paid as a benefit, before tax, rather than directly as salary, thereby usually reducing the amount of tax paid by the employee on the income. This is called salary sacrificing because it is sacrificing salary for a benefit and is at the discretion of the employee for the approved range of items. For example, if a VMO who earns \$60,000 gross salary, sacrifices \$10,000, income tax would be payable only on \$50,000.

3.8.2 For the purposes of determining what remuneration may be sacrificed under this Clause, 'Salary' means the salary payable under Schedule 2 (or Schedule as appropriate) of this Agreement, and also where applicable the payments payable via the employer to the employee under the *Paid Parental Leave Act 2010*.

3.8.3 Salary sacrificing arrangements will be made available to employee VMOs covered by this Agreement in accordance with salary sacrifice principles contained in Public Sector Industrial and Employee Relations (PSIER) Circular C1-11 and any other relevant PSIER Circulars (or their equivalent) issued from time to time.

3.8.4 Should a VMO elect to sacrifice a portion of their salary to agreed benefits, the VMO must submit a signed unamended Participation Agreement with the employer prior to commencing such arrangements.

3.8.5 VMOs may elect to sacrifice the lesser of the following amounts:

- (i) 50% of salary as defined in Clause 3.8.2; or
- (ii) where VMOs are eligible for the FBT exemption cap, up to the grossed up taxable value of benefits that ensures the FBT exemption threshold amount prescribed by legislation is not exceeded, or to 50 percent of salary, whichever is the lesser.

3.8.6 Despite clause 3.8.5(i), VMOs may sacrifice up to 100% of their salary into a complying superannuation fund.

3.8.7 Where a VMO who is ineligible for the FBT exemption cap sacrifices benefits attracting FBT, the VMO will be liable for such FBT.

3.8.8 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 a VMO who is eligible for the FBT exemption cap sacrifices benefits attracting FBT, the VMO 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 that may be provided by the employer separate from the salary sacrifice arrangements take first priority in applying the FBT exemption cap.

- 3.8.9 If any federal taxation laws passed by the Commonwealth Parliament or rulings by the Australian Taxation Office in relation to salary sacrifice/packaging have the effect that the benefits of sacrifice/packaging for VMOs are reduced or eliminated at any time during the term of this agreement, the VMOs' rights under this agreement in respect of salary sacrifice/packaging will be varied accordingly and the rest of the agreement will continue in force.
- 3.8.10 The employer will be under no obligation to negotiate or agree to any changes to this agreement as a trade-off for salary sacrifice/packaging benefits which have been reduced or eliminated as a result of new or amended federal taxation laws or rulings by the Australian Taxation Office. The VMO's right to sacrifice part of their salary is expressly made subject to any federal taxation laws affecting salary sacrifice arrangements or rulings of the Australian Taxation Office in relation to salary sacrifice arrangements which may be introduced or amended from time to time during the term of this agreement.
- 3.8.11 The individual salary packaging arrangements of any VMO 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 and external salary packaging bureau service to ensure compliance with the salary sacrificing arrangements, subject to the relevant industrial legislation.
- 3.8.12 Where the VMO has elected to sacrifice a portion of the payable salary, only being the rates set out in Schedules 1, 2 or 3; the rates set out in clauses 4.2, 4.3, 4.4; and the allowances set out in clauses 3.9.2 and 3.9.3;
- (i) subject to ATO requirements, the sacrificed portion will reduce the salary subject to appropriate tax withholding deductions by the amount sacrificed (see definition of salary sacrifice);
 - (ii) any allowance, penalty rate, weekly workers' compensation benefit, or other payment, to which an VMO is entitled under their respective award, Act or Statute which is expressed to be determined by reference to the VMO's salary, will be calculated by reference to the gross salary which the VMO would receive if not taking part in salary sacrificing arrangements;
 - (iii) salary sacrificing arrangements will be maintained during all periods of leave on full pay, including the maintenance of cash and non-cash benefits; and
 - (iv) the VMO's salary for superannuation purposes and severance and termination payments will be the gross salary which the VMO would receive if not taking part in salary sacrificing arrangements.
- 3.8.13 The following principles will apply to VMOs who avail themselves of salary sacrificing:

- (i) no cost to the employer, either directly or indirectly. As part of the salary package arrangements, the costs for administering the package via a salary packaging bureau service, and including any applicable FBT, will be met without delay by the participating VMO;
- (ii) there will be no additional increase in superannuation costs or to FBT payments made by the employer that would not otherwise be payable had the VMO not engaged in salary sacrificing;
- (iii) the VMO may cancel any salary sacrificing arrangements by giving one month's notice of cancellation to the employer, and similarly the employer will give the VMO one month's notice of termination;
- (iv) the employer strongly recommends that VMOs obtain independent financial advice prior to taking up a salary package;
- (v) there will be no significant additional administrative workload or other ongoing costs to the employer;
- (vi) additional administrative and FBT costs are to be met by the VMO; and
- (vii) any increases or variations to taxation, excluding payroll tax, that result in additional costs will not be met by the employer and will be passed on to the VMO as part of the salary package, if they wish to maintain the salary sacrifice arrangement.

3.9 Allowances

3.9.1 *Transport Allowance*

- (i) Where a VMO is recalled to perform work to provide a clinical service during an off duty period or outside normal sessional times the VMO shall be refunded the cost of transport as follows:
 - (a) taxi fares where a taxi is utilised; or
 - (b) the motor vehicle allowance as determined from time to time by the Governor-in-Council and reflected in Directive 08/09 – *Motor Vehicle Allowances*, (as amended from time to time), issued by the Minister of Industrial Relations as amended from time to time.

3.9.2 *Fuel Allowance*

- (i) All VMOs will be entitled to an annual fuel allowance, based on the number of hours the employee is contracted to work as follows:

Number of hours per fortnight:	Fuel Allowance per annum:
Less than 6	\$580
6 to 12	\$1,150
12 to 18	\$1,700
More than 18	\$2,350

- (ii) The fuel allowance will be effective from 1 January 2012 and paid as follows:
 - a) in the first pay period on or after 1 February 2012, for the period 1 January 2012 to 31 August 2012; and
 - b) the first pay period on or after 1 February 2013 for the period 1 September 2012 to 31 August 2013.

3.9.3 Professional Development Assistance Allowance

- (i) An amount of money is paid per annum to assist VMOs employed by Health Service Districts towards the cost of professional development activities. Where a VMO is employed in a Country Area (as defined by 3.9.3(ii)) the employee will receive a payment of \$6,000 per annum. Where a VMO is employed in an area other than a Country Area, the employee will receive a payment of \$5,000 per annum.
- (ii) For the purposes of clause 3.9.3(i) a Country Area will exclude those facilities operated by The Prince Charles Hospital, Royal Brisbane & Women's Hospital, Royal Children's Hospital, The Princess Alexandra Hospital, Mater Misericordiae Health Services Brisbane Ltd, Queen Elizabeth II Hospital, West Moreton, Bayside, Logan-Beaudesert, Gold Coast, Sunshine Coast, Redcliffe-Caboolture, and Gympie Health Service Districts.
- (iii) The Professional Development Assistance Allowance will be paid no later than the first pay day falling on or after 1 September each year.
- (iv) To qualify for the full professional development assistance allowance prescribed in clause 3.9.3(i), an VMO must be employed for at least six (6) hours per week by a Health Service District, or if employed for less than six (6) hours each week, the VMO will be eligible for full professional development assistance if they are rostered on-call more frequently than one in four.
- (v) Payment is not subject to the provision of invoices/receipts.
- (vi) No further expenses can be claimed for items covered by this allowance.
- (vii) No pro-rata payments will be made upon resignation, retirement, or termination of services.
- (viii) A VMO employed by a government department (other than Queensland Health) will be entitled to professional development assistance. To qualify for the full professional development assistance prescribed in clause 3.9.3(i), a VMO must be employed for at least six (6) hours per week by a government department. All other professional development assistance allowance conditions will be as specified in clause 3.9.3.

- (ix) Queensland Health undertakes to maintain relativity between the Professional Development Assistance Allowance paid to VMOs and Senior Medical Officers (SMOs). Where SMO Professional Development Assistance Allowance is increased, the VMO Professional Development Assistance will be reviewed and adjusted accordingly.

3.9.4 All VMOs will be entitled to the *Visiting Medical Specialist Outreach Package* as set out in Schedule 5.

PART 4 – HOURS OF WORK, OVERTIME

4.1 Hours of Work

- 4.1.1 Unless otherwise agreed between the employer and a VMO, a VMO shall provide sessional services between 8:00am and 6:00pm Monday to Friday.
- 4.1.2 A session may be of any length but shall not exceed 9 hours in any one day. The total of sessional attendances scheduled per week shall not exceed 32 hours for any VMO.
- 4.1.3 Provided that with mutual agreement, the total sessional attendances scheduled for a VMO may be averaged so as not to exceed 64 hours in any one fortnight.
- 4.1.4 Where a VMO is required to attend an authorised meeting by the employer, at the facility at which the VMO is employed, such time will be deemed work time and paid at the normal sessional rate.
- 4.1.5 In relation to clauses 4.2, 4.3, 4.6 and 4.7 a VMO shall only be entitled to the payment of overtime in respect of clinical duties performed.
- 4.1.6 VMOs must continue to provide advice to other staff members by telephone or facsimile for which no additional payment is made.

4.2 On Call

- 4.2.1 If on call arrangements are required by the employer the following will apply:
 - (i) General – When, in the opinion of the employer after considering the clinical needs of the Facility/Department, the availability of a VMO is advisable at other than sessional times, such a VMO shall be rostered to be 'on call'. Provided that without mutual consent a VMO shall not be rostered on call for more than fourteen (14) on call periods, as defined in clause 1.12(viii), in any fourteen (14) day period commencing 8.00am on Monday.
 - (ii) The employer undertakes to ensure that on call services are equitably shared amongst all appropriately skilled and available medical practitioners within the public health facility or work unit, where possible.
- 4.2.2 Wherever possible, a VMO should have one (1) weekend in two (2) free from on call duty and one (1) day per week free from on call duty. For the purposes of this provision, a weekend is deemed to be from 8.00am Saturday to 8.00am the following Monday.

- 4.2.3 On call commitments shall have regard to the number of sessions undertaken by the VMO. Where the employer seeks to roster a VMO to perform on call that is not proportionate to their sessional contributions, such practice will not be approved without referral to the Director-General and the Chair of the VMO Committee. VMOs will work with Queensland Health to develop appropriate service responses.
- 4.2.4 Where insufficient medical practitioners are available to provide coverage for the required on call services, discussions shall occur between the VMO and the employer to negotiate a reasonable/equitable on call commitment having consideration of the clinical demand for the services and the employer's duty of care obligations.
- 4.2.5 It should be noted that the level of participation in on call duty may increase or reduce periodically due to changing or emergent organisational circumstances, however, the employer shall ensure that such variations are of a temporary nature.
- 4.2.6 Duties – During each on call period for which an VMO is rostered the VMO shall:
- (i) be available to provide professional service of a clinical nature; and
 - (ii) be capable of being contacted without undue delay by the employer or a delegate.
- 4.2.7 A VMO will be paid \$11.09 per hour for on call for which the employee is rostered.
- 4.2.8 Limited grand-parenting arrangements
- (i) Any VMO who at the commencement date of this agreement is in receipt of \$11.58 per hour for the reason they are performing rostered on-call more frequently than one in four, will continue to be paid this amount for the period of this agreement subject to the continuing requirement that they remain rostered on-call more frequently than one in four.
 - (ii) Should a VMO be required to perform rostered on call less than one in four, they will revert to the hourly rate prescribed in 4.2.7.
- 4.2.9 Extended on call periods for VMOs employed by the Offender Health Services Branch of Queensland Health
- (i) A VMO may be placed on-call for a period outside of the span specified in 1.12(viii), provided that:
 - (a) The VMO is employed within the Offender Health Services Branch of Queensland Health, and
 - (b) it is mutually agreed to by the VMO and the Offender Health Services Branch of Queensland Health, and
 - (c) the authorised delegate of the Offender Health Services Branch of Queensland Health gives due consideration to relevant fatigue related matters and discusses these with the VMO, and
 - (d) the VMO will not be placed on call for any one period of greater than 72 hours.

4.3 Standard Call Back

- 4.3.1 Call back refers to the attendance of a VMO at the Facility/Department to provide services of a clinical nature at times other than scheduled sessions. In this situation the VMO is requested to attend by the employer or a delegate.
- 4.3.2 Attendance When Rostered on Call – When a VMO is rostered on call, the VMO shall when requested by the employer or a delegate forthwith attend at the Facility/Department and provide the necessary services of a clinical nature.
- 4.3.3 Non Rostered Attendance – A VMO who is not rostered on call and who receives an urgent request as above to attend the Facility/Department for call back, may elect not to attend. In making a decision to accept or to reject the request the VMO should consider any existing clinical responsibilities and ethical issues in regard to patient needs. If the VMO accepts the request then all necessary treatment shall be provided in an appropriate timeframe.
- 4.3.4 Payment – Payment for call backs when not rostered on call. Recall between the hours of 0800 and 2400 shall be paid at the rate of one and a half times (1½) the appropriate loaded rate as specified in schedule 2. Recall between the hours 2400 to 0800 shall be paid at the rate of double (2 times) the appropriate loaded rate as specified in Schedule 2. Payment will be for actual time including travel for all call backs commencing between 0800 and 1800 Monday to Friday excluding public holidays. For all other call backs under this clause, minimum payment provisions detailed in clause 4.3.5 below shall apply.
- 4.3.5 Payment – Payment for call back, when rostered on call. Recall between the hours of 0800 and 2400 shall be paid at the rate of one and a half (1½) times the appropriate loaded hourly rate specified in clause schedule 2. Recalls between 2400 and 0800 shall be paid at the rate of double (2 times) the appropriate loaded hourly rate specified in Schedule 2. Such time is to be calculated as from home and back to home with a payment for a minimum time of two (2) hours for the first call back, and one (1) hour for any subsequent call back in any period of 24 hours. Any subsequent call back within the respective minimum periods of two (2) and one (1) hours, shall not be regarded as a separate call back. Time in excess of the above minimal periods shall be calculated to the nearest quarter of an hour.

4.4 Exception to Standard Call Back

- 4.4.1 Where a VMO is employed to provide services at Queensland Health hospitals set out in the table below and is called back to work (whether or not the VMO is rostered on call), the VMO will be paid on a “rate per procedure basis”, commensurate with the relevant rate(s) set out in the *Department of Veterans’ Affairs Fee Schedule for Medical Services* (as updated and amended from time to time).
- 4.4.2 Queensland Health hospitals for the purposes of clause 4.4.1:
- (a) Toowoomba Hospital;
 - (b) Hervey Bay Hospital;
 - (c) Bundaberg Hospital;
 - (d) Gladstone Hospital:

- (e) Rockhampton Hospital;
- (f) Mackay Base Hospital;
- (g) Mount Isa Hospital;
- (h) Maryborough Hospital; and
- (i) Cairns Base Hospital.

4.4.3 The VMO may elect to receive either the payment set out in clause 4.3 or 4.4. Where the VMO elects to receive the payment set out in clause 4.4, the payment is in lieu of the Standard Call Back rate set out in clause 4.3 of this agreement.

4.4.4 To be entitled to this payment, the VMO must complete an *Attendance Variation and Allowance Claim (AVAC)* form denoting that the work performed was during a call back and the relevant Item number(s).

4.5 Recall Transport Reimbursement

4.5.1 Where a VMO is called back to duty during an off duty period or outside normal sessional times such VMO shall be refunded the cost of such transport in accordance with clause 3.9.

4.6 Continuation of Duty

4.6.1 General – When circumstances arise during a session which requires a VMO to continue providing service for more than the scheduled length of the session, then the payment provisions of this clause will apply.

- (i) These provisions will also apply when after a request from the employer or a delegate, a VMO agrees to continue to provide services after the scheduled session has been completed.
- (ii) For the purposes of this clause only time worked in addition to the scheduled length of the session will be considered as extra time and eligible for payment as continuation of duty.

4.6.2 Payment

- (i) Payment for continuation of duty will be at the appropriate loaded hourly rate specified in schedule 2 calculated to the nearest quarter of an hour up to a maximum of ten (10) hours on any one day;
- (ii) Payment for continuation of duty where the VMO is required to work more than ten (10) hours but less than fourteen (14) hours on any one day, for such excess hours, will be paid overtime at the rate of one and a half (1½) times the appropriate loaded hourly rate specified in Schedule 1 taken to the nearest quarter of an hour;
- (iii) Payment for continuation of duty where the VMO is required to work more than fourteen (14) hours on any one day, for such excess hours, will be paid overtime at the rate of double the appropriate loaded hourly rate specified in Schedule 1 taken to the nearest quarter of an hour;

4.6.2 In relation to clauses 4.6.2 (ii) and (iii), any periods of passive time as defined in clause 1.12(ix) shall not count toward the calculation of the ten (10) hour or fourteen (14) hour time periods. Passive time is paid at the ordinary sessional rate.

4.7 Self-initiated Attendance

4.7.1 General – When a need exists for a VMO to provide services other than during sessions, (including predetermined notional sessions), call back or continuation of duty, then an entitlement expressed in hours per week for self-initiated attendances may be established by the employer from time to time.

4.7.2 When a VMO feels that a need for such services exists an application is to be made to the employer. The employer may determine an entitlement for self initiated attendance. Normally such an entitlement would be expected to apply for extended periods and not be used for short term requirements. In these circumstances the self-initiated attendance entitlement will be deemed a notional session.

4.7.3 In those cases where self initiated attendance is more irregular the employer may determine an entitlement in hours per week, however, this entitlement will not be considered a notional session.

4.7.4 In any case no more than three hours per week of self-initiated attendance shall be granted.

4.7.5 Payment –

(i) The VMO shall be paid at the appropriate loaded hourly rate specified in clause Schedule 2 for the number of hours determined as a notional session in accordance with clause 4.8.1.

(ii) This remuneration will be paid regardless of the amount of service actually performed in each week.

(iii) Those self initiated attendances deemed notional sessions continue to be paid for periods of paid leave as outlined in clause 4.8.

(iv) Those self initiated attendances not deemed notional sessions are not paid during absences on leave (either paid or unpaid).

4.8 Notional Sessions

4.8.1 Notional Sessions are predetermined periods of time expressed in hours per week, and approved by the employer, to provide services other than during sessional services, on call, call back or continuation of duty.

4.8.2 Notional sessions apply for extended periods and do not normally relate to short term requirements. They may include such matters as self-initiated attendance and post operative follow-up.

4.8.3 Notional sessions must be clearly defined and set out the duties, functions and/or responsibilities to be undertaken/accepted by the VMO.

4.8.4 Payment –

- (i) The VMO shall be paid at the appropriate loaded hourly rate specified in schedule 2 for the number of hours determined as a notional session in accordance with clause 4.8.
- (ii) This remuneration will be paid regardless of the amount of service, which is recognised for the notional session.
- (iii) Approved notional sessions continue to be paid for periods of recreation, paid sick, long service, professional development, examiners, council, bereavement and paid parental leave and are superannuable for occupational superannuation purposes.

4.8.5 Notional Sessions will be reviewed annually by the employer. In those cases where a change is required the process as outlined in clause 2.5.2 will be followed.

PART 5 – STATUTORY HOLIDAYS, LEAVE

5.1 Recreation Leave

5.1.1 An VMO (other than a casual VMO) is entitled to four (4) weeks recreation leave per annum:

- (i) Provided that where work is ordinarily required to be performed on one or more public holidays, every VMO so employed who has completed a full year of employment shall be allowed an additional one (1) week recreation leave.
- (ii) The additional week's leave shall be in lieu of extra payment for the work performed on one or more public holidays. VMOs will be notified annually of their recreation leave entitlement status (ie four or five week's entitlement).

5.1.2 For the purposes of clause 5.1, the following shall constitute work if undertaken on a public holiday when determining eligibility for the additional weeks leave-

- (i) Performance of an ordinary session or part thereof;
- (ii) Recalled to duty by the employer;
- (iii) Approved self-initiated recall to duty;
- (iv) Attendance on public patients for clinical purposes including undertaking of ward rounds; and
- (v) Phone consultation initiated by the employer or authorised delegate eg. Medical Superintendent, Nursing Staff, Resident Medical Officer.

5.1.3 Where the accumulation of annual leave exceeds the two-year entitlement the employer shall commence negotiating with the VMO to take annual leave.

5.1.4 Leave shall be taken at a time which is mutually convenient to the employer and the VMO. A VMO is expected to provide four (4) weeks notice of leave, paid or unpaid.

5.1.5 A recreation leave loading of seventeen and one half percent (17 ½ %) shall be payable to VMOs calculated on a period of four (4) weeks. No loading is payable on the additional weeks leave for work performed on public holidays available under clause 5.1.

5.1.7 Compulsory Christmas Closure

Definitions

- (i) For the purposes of this clause, the following definitions will apply:
 - (a) *Closure period* – the compulsory closure period prescribed by the Department of Justice and Attorney General each year. Queensland Health will make these dates known throughout the department via Circular. The closure period is exclusive of public holidays.
 - (b) *On-Call* - the time period an employee is on call and will be paid for such on call, during the closure period will be 24 hours for each day a work area is compulsorily closed.
 - (c) *Day* - the sessional hours ordinarily worked by a VMO on the particular day of the week in question.

Closure Period

- (ii) The closure period will only impact on VMOs in the following circumstances:
 - (a) The facility participates in the closure period; AND
 - (1) A VMO, ordinarily works on one or more of the days prescribed as the closure period and is not required to perform that work due to the facility being closed; OR
 - (2) A VMO is placed on-call during the closure period.
- (iii) VMOs engaged pursuant to 5.1.7(ii)(a)(1) will be debited as follows:
 - (a) VMOs who accrue four (4) weeks recreational leave per annum will be debited recreation leave equal to the number of days they ordinarily would have worked during the closure period; OR
 - (b) VMOs who accrue five (5) weeks recreational leave per annum AND are taken to regularly perform on-call for the service will be debited recreation leave equal to the number of days they ordinarily would have worked during the closure period up to a maximum of two (2) days worth of leave.
- (iv) VMOs engaged pursuant to 5.1.7(ii)(a)(2) will be debited as follows:

- (a) VMOs who accrue five (5) weeks recreational leave per annum and are required to be on-call once during the closure period, will be debited one day from their recreational leave balance, OR
- (b) VMOs who accrue five (5) weeks recreational leave per annum and are required to be on-call for two or more periods during the closure period will not have their recreational leave balance debited.

5.2 Public Holidays

For the purposes of this agreement, the first day of January, the twenty-sixth day of January, Good Friday, Easter Saturday (the day after Good Friday), Easter Monday, the twenty-fifth day of April (Anzac Day), Labour Day, the Birthday of the Sovereign, Christmas Day, Boxing Day or any day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal town or city or any day appointed under the *Holidays Act 1983* to be kept in the place of any such holidays.

5.3 Sick Leave

- 5.3.1 An VMO shall be allowed sick leave of absence, providing that the amount of leave so granted does not exceed two (2) weeks on full pay for each completed year of service, having regard also to the number of sessions worked from time to time.
- 5.3.2 Where VMOs become ill during a period of recreation or long service leave, they may apply for sick leave in lieu of such leave, provided that:
 - (i) In the case of recreation leave the period of illness is in excess of three (3) days duration, and
 - (ii) In the case of long service leave the period of illness is in excess of one (1) week.

Each application shall be:

- (iii) Supported by a medical certificate covering the period of illness; and
 - (iv) Considered on its merits by the employer.
- 5.3.3 No deduction in payment will be made for absence due to sickness when approval has been obtained in accordance with this clause and an entitlement to paid sick leave exists.
 - 5.3.4 In the instance where a VMO has exhausted their existing sick leave credits, undrawn sick leave accrued in another capacity shall be recognised if further certificated sick leave is required.
 - 5.3.5 Payment for sick leave accrued in another capacity shall be at the applicable hourly rate for a full time employee and not a VMO, having regard to the VMO's current qualifications and experience, in accordance with an appropriate award or industrial instrument

5.3.6 No cash payment shall be made in lieu of sick leave, including upon resignation, retirement or termination of services.

5.4 Long Service Leave

5.4.1 An employee shall be entitled to long service leave in accordance with the provisions of Directive 1/11, (as amended from time to time), issued by the Minister for Industrial Relations under section 54 of the *Public Service Act 2008*.

5.4.2 Payment for long service leave will be made at the ordinary rate of pay being paid to the VMO immediately prior to the long-service leave being taken.

5.5 Professional Development Leave

5.5.1 For VMOs of a Health Service District, leave with pay for four (4) weeks per year to attend professional development activities as defined in clause 1.12(x) shall be granted provided satisfactory arrangements can be made for services to be carried on where necessary. Professional Development Leave shall not be unreasonably withheld by the employer. Such leave may be allowed to accumulate for up to ten (10) years. Where paid leave is granted, payment shall be in accordance with the VMO's projected weekly roster over the approved period of leave.

5.5.2 Where a VMO is required by the employer to be an official representative at a training forum, such VMO shall be entitled to full pay in accordance with the projected weekly sessional roster, without deduction from Professional Development Leave credits. In addition, reasonable expenses will be paid for fares and accommodation.

5.5.3 No cash payment shall be made in lieu of Professional Development Leave, including upon resignation, retirement, and termination of services or exceeding the maximum accumulation.

5.5.4 In the case of VMOs employed by government departments, leave with pay for four (4) weeks per year to attend professional development activities as defined in clause 1.12(x) and that are deemed by the employer to enhance the provision of core services shall be granted provided satisfactory arrangements can be made for services to be carried out where necessary. Professional Development Leave shall not be unreasonably withheld by the employer. Such leave may be allowed to accumulate for up to ten (10) years. Where paid leave is granted, payment shall be in accordance with the VMO's weekly sessional roster over the approved period of leave.

5.5.5 Where a VMO is required by the employer to be an official representative at a conference, such VMO shall be entitled to full pay in accordance with the projected weekly sessional roster, without deduction from Professional Development Leave credits. In addition, reasonable expenses will be paid for fares and accommodation.

5.5.6 No cash payment shall be made in lieu of Professional Development Leave, including upon resignation, retirement, termination of services or exceeding the maximum accumulation

5.6 Examiners' Leave

- 5.6.1 VMOs are entitled to access Examiners' Leave, in addition to any other entitlements. Examiners' Leave may be accessed by a registered examiner of any of the Royal Colleges for the purpose of conducting and examining registrars, or teaching. Such leave shall be granted only for periods that fall in ordinary rostered hours.
- 5.6.2 For the purposes of Examiners' Leave, a day means the ordinary rostered hours that would be worked by the VMO on any one day.
- 5.6.3 Absence on Examiners' Leave shall not break the VMO's continuity of service and shall be taken into account in the calculating of the period service for any leave available to the VMO under this agreement, and as per the leave entitlements provided in the *Industrial Relations Act 1999*.
- 5.6.4 The periods of Examiners' Leave outlined in clause 5.6.1 are not cumulative.
- 5.6.5 No cash payment shall be made in lieu of Examiners' Leave, including upon resignation, retirement or termination of services.

5.7 Council Leave

- 5.7.1 VMOs who are current councillors of the Royal Colleges or national speciality societies are entitled to access Council Leave up to ten (10) paid days per annum, in addition to any other entitlements. Should leave in excess of 10 days per year be required, it may be deducted from professional development leave. Such leave shall be granted only for periods that fall within ordinary rostered hours. These periods are not cumulative.
- 5.7.2 In the case of VMO who holds a current position as a National President of a Royal College or national speciality society, they are entitled to unlimited leave with pay to attend professional development activities as defined in clause 5.5, providing satisfactory arrangements can be made for services to be carried on where necessary.
- 5.7.3 For the purposes of Council Leave, a day means the ordinary rostered hours that would be worked by the VMO on any one day.
- 5.7.4 Absence on Council Leave shall not break the VMO's continuity of service and shall be taken into account in the calculating of the period service for any leave available to the VMO under this agreement, and as per the leave entitlements provided in the *Industrial Relations Act 1999*.
- 5.7.5 No cash payment shall be made in lieu of Council Leave, including upon resignation, retirement or termination of services.

5.8 Bereavement Leave

VMOs shall be entitled to Bereavement Leave in accordance with the following provisions.

5.8.1 Entitlement:

- (i) A VMO shall be granted bereavement leave on full pay on the death of a member of the person's immediate family or household. The leave shall be granted for a

death occurring either within Australia or overseas. Up to 2 working days on full pay shall be granted on each occasion.

- (ii) The VMO may be granted additional bereavement leave without pay as determined by the Chief Executive or delegate.
- (iii) Bereavement leave entitlements are the same as those for permanent part-time officers (ie on a working day basis).

5.8.2 Satisfactory Proof:

The VMO is to furnish evidence of the death or funeral arrangements satisfactory to the chief executive or approved delegate.

5.8.3 Definitions:

- (i) “Immediate Family” includes:
 - (a) The VMO’s spouse;
 - (b) A child, ex-nuptial child, stepchild, adopted child, ex-foster child, parent, grandparent, grandchild or sibling of the VMO or VMO’s spouse.
- (ii) “Spouse” of a VMO includes:
 - (a) A former spouse; and
 - (b) A defacto spouse, including a spouse of the same sex as the VMO.

5.8.4 Payment shall be in accordance with the VMO’s ordinary rostered hours over the period of approved leave.

5.9 Parental Leave

Parental Leave entitlements and conditions (including Maternity, Spousal and Adoption Leave) for all VMOs are outlined in HR Policy C26 Parental Leave as amended or updated from time to time.

PART 6 – MISCELLANEOUS PROVISIONS

6.1 Access to Facility Support Resources

6.1.1 VMOs will have access to library, photography, computer or other relevant information technology equipment from within available existing resources and other support facilities, provided that:

- (i) Computers are not supplied on a sole access basis;
- (ii) Computers and related equipment and services would be supplied from within available existing resources.

- (iii) Only employer approved software and hardware will be made available and utilised.

6.1.2 Use of such equipment must be directly related to activity within the Hospital/Facility and recognition should be given to the Hospital/Facility in any published material.

6.1.3 VMOs are to minimise costs wherever possible.

6.2 Radiography ‘Use’ Licence

6.2.1 The *Radiation Safety Act 1999* makes it a mandatory requirement for any person who uses a radiation apparatus to be a holder of a ‘use’ licence. The employer agrees to pro-rata reimbursement of the application and ‘use’ licence fees upon production of a receipt by the following formula:

- (i) (number of ordinary hours per fortnight) divided by 80 hours multiplied by \$35.00 = pro rata reimbursement.

6.3 Indemnity

6.3.1 The Employer agrees to indemnify the employee in accordance with HR Policy I2 *Indemnity for Queensland Health Medical Practitioners*, as amended from time to time.

6.3.2 The parties agree to a medical indemnity subsidy arrangement, to be known as the ‘Indemnity Insurance Reimbursement Scheme’. The details of the scheme are as follows:

- (a) Queensland Health agrees to reimburse VMOs a proportion of their annual private medical indemnity premium, on presentation of documentation as requested.
- (b) VMOs who were providing services to the government in November 2001 should complete the following process:
 - (i) Establish the premium for the current year by evidence (invoice/receipt etc);
 - (ii) Establish the applicable premium (in the identical category) for the period 2000/2001 – this is the base year;
 - (iii) Subtract that figure applicable in the base year from that applicable in the first year;
 - (iv) Deduct any applicable Commonwealth Government subsidy;
 - (v) Multiply that figure by the number of base hours per week and divide by forty;
 - (vi) Submit the documentation for processing by 1 July each year.
 - (vii) Reimbursement to occur within 4 weeks.
- (c) New VMOs in their first year, will be paid on the basis of their current year’s invoice from the Medical Defence Organisation (MDO) divided by the average from the base year (2000/2001) for their category and the base number of hours worked (ie. the hours per week stated in a VMO appointment letter.)

PART 7 - DELIVERY OF SERVICE

7.1 Performance Management Systems

- 7.1.1 Health Service Directive No 1/98 – Performance Appraisal and Development, applies to all VMOs other than casual VMOs and temporary VMOs appointed for periods of less than three months. The Performance Appraisal and Development process is a two way communication process between the VMO and the employer.
- 7.1.3 Areas of performance for VMOs to be assessed in the Performance Appraisal process will include:
- (i) Quality improvement activities implemented;
 - (ii) Results of benchmarking activities for good patient care and outcomes;
 - (iii) Clinical audit results;
 - (iv) Teaching activities undertaken during the appraisal period;
 - (v) Results/progress of research;
 - (vi) Code of conduct; and
 - (vii) In the case of Queensland Health VMOs, commitment to and support for, the principles of the Quality Improvement and Enhancement Program including attending training offered and implementing the initiatives into their clinical practice.

PART 8 - CONSULTATION

8.1 VMO Liaison Committee

- 8.1.1 The parties recognise that consultation processes are important and in the interests of the best outcome and practice for patients, VMOs and the employer.
- 8.1.2 A VMO Liaison Committee, consisting of representatives of the VMO negotiating committee and the employer, shall meet on a regular basis, at least quarterly, to discuss issues arising from the ongoing implementation and application of the agreement and to develop and monitor policy, procedures and practices relevant to the employment of VMOs.
- 8.1.3 The Terms of Reference are set out in Schedule 6.

PART 9 – SIGNATURES

9.1 Signatures

Signed for and on behalf of the State of Queensland (acting through Queensland Health)

Print name:

Signature

Date

[Signed by: Anthony O’Connell]
In the presence of:

[Dated: 1 February 2012]

Signed for and on behalf of the Queensland Branch of the Australian Medical Association

Print name:

Signature

Date

[Signed by: Ross Cartmill]

[Dated: 1 February 2012]

In the presence of:

SCHEDULE 1 – BASE HOURLY RATES

	Previous As at 01/03/08	<i>Backpay from 01/01/2010 to 30/06/2011</i>	As from 1/07/2011	As from 1/07/2012	As from 1/07/2013
Percentage Wage Increase:		<i>Increase @ 2.5% as effective from 01/07/2011</i>			
		2.50%	2.50%	2.50%	2.50%
Visiting Specialist					
1 st Year	100.37	102.88	102.88	105.45	108.09
2 nd Year	103.78	106.37	106.37	109.03	111.76
3 rd Year	107.11	109.79	109.79	112.53	115.34
4 th Year and Thereafter	109.80	112.55	112.55	115.36	118.24
Visiting Senior Specialist					
1 st Year and Thereafter	119.29	122.27	122.27	125.33	128.46
Visiting General Practitioner					
1 st , 2 nd , 3 rd Year	87.16	89.34	89.34	91.57	93.86
Thereafter	90.47	92.73	92.73	95.05	97.43
Visiting General Practitioner with FRACGP and/or Vocational Registration					
1 st Year	87.16	89.34	89.34	91.57	93.86
2 nd Year	90.47	92.73	92.73	95.05	97.43
3 rd Year & Thereafter	93.77	96.11	96.11	98.51	100.97

SCHEDULE 2 – LOADED HOURLY RATES – PRIVATE PRACTICE

	<i>Backpay from 01/01/2010 to 30/06/2011</i>	As from 1/07/2011	As from 1/07/2012	As from 1/07/2013
Percentage Loading on Base Hourly Rate:	46.00%	47.00%	48.00%	48.00%
1st Year				
1 st Year	150.20	151.23	156.07	159.97
2nd Year				
2 nd Year	155.30	156.36	161.36	165.40
3rd Year				
3 rd Year	160.29	161.39	166.54	170.70
4th Year and Thereafter				
4 th Year and Thereafter	164.32	165.45	170.73	175.00
Visiting Senior Specialist				
1st Year and Thereafter				
1 st Year and Thereafter	178.51	179.74	185.49	190.12
Visiting General Practitioner				
1st, 2nd, 3rd Year				
1 st , 2 nd , 3 rd Year	130.44	131.33	135.52	138.91
Thereafter				
Thereafter	135.39	136.31	140.67	144.20
Visiting General Practitioner with FRACGP and/or Vocational Registration				
1st Year				
1 st Year	130.44	131.33	135.52	138.91
2nd Year				
2 nd Year	135.39	136.31	140.67	144.20
3rd Year & Thereafter				
3 rd Year & Thereafter	140.32	141.28	145.79	149.44

SCHEDULE 3 – LOADED HOURLY RATE – NO PRIVATE PRACTICE

	<i>Backpay from 01/01/2010 to 30/06/2011</i>	As from 1/07/2011	As from 1/07/2012	As from 1/07/2013
Percentage Loading on Base Hourly Rate:	24.00%	24.00%	24.00%	24.00%
Visiting Specialist				
1 st Year	127.57	127.57	130.76	134.03
2 nd Year	131.90	131.90	135.20	138.58
3 rd Year	136.14	136.14	139.54	143.02
4 th Year and Thereafter	139.56	139.56	143.05	146.62
Visiting Senior Specialist				
1 st Year and Thereafter	151.61	151.61	155.41	159.29
Visiting General Practitioner				
1 st , 2 nd , 3 rd Year	110.78	110.78	113.55	116.39
Thereafter	114.99	114.99	117.86	120.81
Visiting General Practitioner with FRACGP and/or Vocational Registration				
1 st Year	110.78	110.78	113.55	116.39
2 nd Year	114.99	114.99	117.86	120.81
3 rd Year & Thereafter	119.18	119.18	122.15	125.20

SCHEDULE 4 – PRODUCTIVITY INITIATIVES

INITIATIVES TO DELIVER STRATEGIC PRIORITIES

Queensland Health's Strategic Plan 2007–12 has four strategic priorities:

'Making Queenslanders healthier' focuses on the promotion and protection of the health of all Queenslanders and prevention of ill health, including how Queensland Health will meet the Q2 and AHA targets to cut obesity, smoking, heavy drinking and unsafe sun exposure by one third by 2020.

'Meeting Queenslanders' healthcare needs safely and sustainably' addresses the challenge of meeting the healthcare needs of Queenslanders across the spectrum of care and outlines how we will achieve the Q2 and AHA target of Queensland having the shortest public hospital waiting times in Australia by 2020.

'Reducing health service inequities across Queensland' recognises the inequities that exist across specific population groups. It specifically addresses how we will achieve the AHA targets of improving mental health care and reducing the gap in health outcomes for Indigenous and rural and remote Queenslanders.

'Developing our staff and enhancing organisational performance' outlines how Queensland Health is going to best utilise its people and resources to achieve our strategic priorities.

Queensland Health is committed to providing high quality, safe and sustainable health services to meet the needs of our communities. We cannot meet these challenges alone and will continue to work with partners including other Queensland Government departments, the Australian Government and other agencies, consumers and the private sector to develop collaborative and proactive solutions to meet the health needs of Queenslanders now and into the future.

Visiting Specialists, Visiting Senior Specialists and Visiting Medical Officers are a key and valued employee group and are integral to the achievement of our strategic priorities. The parties endorse the following initiatives as avenues to attain our strategic priorities and agree to establish a joint working party to oversee and monitor implementation of the initiatives. The joint working party will comprise of four members including the Chair of the VMO Committee, Australian Medical Association Queensland (and one other Australian Medical Association Queensland representative) and the Deputy Director-General Policy Strategy and Resourcing (and one other Queensland health representative).

Productivity initiatives

1. Clinical Governance and Clinical Audit

The parties are committed to the philosophies of clinical governance. Visiting Specialists, Visiting Senior Specialists and Visiting Medical Officers acknowledge that full and meaningful participation in these processes is a fundamental part of their role. This commitment to clinical governance will be demonstrated by Visiting Specialists, Visiting Senior Specialists and Visiting Medical Officers:

- a) Actively participating in clinical audit.
- b) Actively participating in the appointment, credentialing and definition of the scope of clinical practice process including committee participation.
- c) Actively participating in clinical governance/patient safety committees.
- d) Participating in the development and use of clinical guidelines and policy to facilitate evidenced based practice.

2. Telehealth

The parties agree that Visiting Specialists, Visiting Senior Specialists and Visiting Medical Officers will participate in the development and use of telehealth to deliver services, particularly to advance health outcomes for remote and Aboriginal and Torres Strait Islander patients. It is agreed development of telehealth models includes consideration of implementation issues.

3. Senior Medical Officer Performance Review (SMPR)

The parties agree performance review processes provide valuable opportunities to reflect on performance (teaching and education, personal professional development and research) as well as plan for future opportunities to enhance performance.

It is agreed Visiting Specialists, Visiting Senior Specialists and Visiting Medical Officers will actively lead and participate in performance review processes, so all Qld Health medical staff will participate in the same rigorous and disciplined process.

4. Attendance and Session Times

The parties are committed to maximising the number of services available to patients and to minimising the inconvenience caused by appointments / bookings being rescheduled or clinics, operating theatres and ward rounds running late. The parties agree that predictability and reliability of service is essential for the proper running of the health system. Therefore it is agreed Visiting Specialists, Visiting Senior Specialists and Visiting Medical Officers will make every effort to ensure scheduled services are provided, in particular the parties agree:

- a) To develop and implement year planners, which are to record approved periods of leave with Visiting Specialists, Visiting Senior Specialists and Visiting Medical Officers providing as much notice a possible of proposed leave and with management considering leave applications promptly.
- b) Visiting Specialists, Visiting Senior Specialists and Visiting Medical Officers will work with management to take all reasonable steps to ensure clinics, operating theatres and ward rounds run on time.

Session cancellations which occur at short notice cause disruption to smooth business practice, diminish patient experience and reduce efficiency in operational areas e.g. operating theatres and OPDs. Cancellations at short notice must only occur in unavoidable circumstances.

5. Elective Surgery Waiting Lists

To facilitate equitable patient focused care the parties agree that Queensland Health has the right to transfer public patients to another Visiting Specialist, Visiting Senior Specialist and Visiting Medical Officer or another facility (or specialist) if clinically appropriate to manage the treatment of patients within the recommended time.

The National Partnership Agreement on Improving Public Hospital Services aims to introduce a National Access Guarantee for elective surgery by 1 July 2014.

The National Access Guarantee will be phased in from 1 July 2012 so that by 1 July 2014, all patients who have already waited the clinically recommended time for elective surgery will be treated within the following timeframes (if it is clinically safe to do so):

- a) for a Category 1 patient who has already waited 30 days – within the next five days;
- b) for a Category 2 patient who has already waited 90 days – within the next 15 days;
- c) for a Category 3 patient who has already waited 365 days – within the next 45 days.

Therefore, Queensland will be required to meet the Australian Government's National Access Guarantee of treating, if clinically safe, patients who have already waited the clinically recommended time (long waits) within specified periods after the end of the clinically recommended time (e.g. Category 1 patients will get their surgery within five days after the 30 day period).

The parties agree to load share across specialists and facilities to optimise patient throughput and manage waiting times. Consequently, patients at risk of waiting longer than recommended times may be offered the following opportunities:

- a) Transfer from one consultant to another within the same specialty.
- b) Transfer to another public hospital that performs the procedure and where a shorter waiting time to admission is available.
- c) Transfer via contractual outsourcing agreements to the private sector.

6. Outpatient Services

The parties agree that Visiting Specialists, Visiting Senior Specialists and Visiting Medical Officers will participate in, and contribute toward, patient flow strategies aimed at increasing patient throughput and managing waiting lists. This includes, but is not limited to, participating in patient sharing arrangements where deemed clinically appropriate.

7. Fatigue Management

The parties agree to participate in the development of processes to ensure the implementation of Queensland Health's Fatigue Risk Management Strategy.

8. National Health and Hospital Reforms and Activity Based Funding (ABF)

The Queensland Government is reforming the way our health services will be managed and delivered in the future. Under these reforms Local Health and Hospital Networks will be

established and be responsible for the day-to-day operation of public hospitals and delivery of public health services. Visiting Specialists, Visiting Senior Specialists and Visiting Medical Officers recognise they play a leadership role in ensuring the goals of national health and hospitals reform are achieved and will assist Queensland Health in its implementation. In particular the parties are committed to:

- a) Implementation and use of activity based funding (ABF).
- b) Ensuring patient documentation, including documentation on admission front sheets, is accurate and timely to facilitate coding for both public and private patients.
- c) Supervision of junior staff to ensure the completion and accuracy of ABF data.

9. Models of Care

The parties are committed to supporting the development and adoption of innovative models of care. The parties agree that improvements in technology and education, coupled with the need to improve access and quality of services will lead to innovative, collaborative and alternative models of care.

The parties agree that where a new model of care is to be trialled or implemented Visiting Specialists, Visiting Senior Specialists and Visiting Medical Officers will actively participate in the consultative structures and processes to optimise the opportunities for success with these models of care.

10. Patient Flow

The parties are committed to optimising patient flow and thereby improving patients' healthcare experience and reducing the likelihood of adverse events such as hospital acquired infections, falls and pressure ulcers. Visiting Specialists, Visiting Senior Specialists and Visiting Medical Officers agree to manage and discharge patients in a timely manner and support the following initiatives to enable this to occur:

Estimated date of discharge

Visiting Specialists, Visiting Senior Specialists and Visiting Medical Officers agree to facilitate and take all reasonable measures to ensure the policy that the Estimated Date of Discharge (EDD) for all elective surgery patients will be documented through the preadmission process or on admission to hospital.

Criteria led discharge

Criteria Led Discharge (CLD) has been demonstrated to reduce patient length of stay by 0.5 to 1 day. A recent pilot of CLD within Queensland hospitals identified that large percentages (~80% in most sites) of inpatients within the trial diagnostic groups were 'simple' discharges and therefore CLD eligible. QH will work with Visiting Specialists, Visiting Senior Specialists and Visiting Medical Officers to develop criteria, procedures and policies to support CLD. It is agreed that once a pathway is established it will be utilised by appropriately trained clinical staff (under the instruction of a Visiting Specialist, Visiting Senior Specialist or Visiting Medical Officer) for the purpose of discharging patients from hospital. The treating consultant will be ultimately be responsible for the patient's discharge. Queensland Health acknowledges that Visiting Specialists, Visiting Senior Specialists and Visiting Medical Officers hold the view that the decision to admit and discharge patients from acute hospital facilities is a medical one so that either decision can only be initiated by a medical practitioner Each facility is to develop discharge criteria having regard to staffing arrangements..

Decrease of repeat visits

Where clinically appropriate, Visiting Specialists, Visiting Senior Specialists and Visiting Medical Officers will reduce repeat patient /consumer visits.

Cancellation of surgery

Visiting Specialists, Visiting Senior Specialists and Visiting Medical Officers agree cancellations at short notice will only occur in unavoidable circumstances.

Early discharge

Visiting Specialists, Visiting Senior Specialists and Visiting Medical Officers agree to discharge a patient early where clinically appropriate.

11. Bulk Billing

Queensland Health and Visiting Specialists, Visiting Senior Specialists and Visiting Medical Officers agree to discuss the introduction of bulk billing outpatient and day case patients.

(Note: an exchange of letters outlining the basis of the discussions is to be prepared)

12. Procedure Categorisation Standard

VMO surgeons agree to adhere to a procedure categorisation standard to be developed in consultation with QH and based on interstate guidelines i.e. adopt standardised categories for surgery described as Category 1 or Category 2 or Category 3

13. “Not Ready for Care” Patients

Visiting Specialists, Visiting Senior Specialists and Visiting Medical Officers will ensure ‘Not Ready For Care’ patients will not be placed on an elective surgery waiting list until they are Ready for Care.

It is agreed that:

- a) Hospitals will be required to maintain a “not ready for care” register for those patients requiring surgery but assessed as not presently fit for such management. The patients treating consultant is responsible for listing the patient on the register
- b) Appropriate management of the patient is to be arranged whenever possible at the treating hospital
- c) The register will be supported by appropriate business practice
- d) The treating surgeon is to receive a monthly report on the patient’s clinical status to ensure timely transition to the elective surgery waiting list or return to the care of their general practitioner.

14. Discharge of Outpatient Department Patients

Provided approval of the patient is obtained and recorded, Visiting Specialists, Visiting Senior Specialists and Visiting Medical Officers agree to maximise the discharge of OPD patients back to a named GP in order to reduce the percentage of OPD appointments which are review appointments.

SCHEDULE 5

VISTING MEICAL SPECIALIST (VMS) OUTREACH PACKAGE

The following package arrangement for outreach work was developed following an approach by Australian Medical Association Queensland (AMAQ) regarding the application of the *Terms and Conditions of Employment Queensland Government Visiting Medical Officers 2005* in cases when a VMS works away from their home location.

1. Eligibility

- 1.1 Outreach occurs when the VMS travels away from the centre where the VMS practice is located and the hospital where appointment is held, to carry out services at rural hospitals. For example, a VMS who holds appointment at a Brisbane hospital and travels to Bundaberg for a day (or days) to carry out services is considered to be eligible for the outreach package arrangements.
- 1.2 To be eligible for the package a VMS is to:
 - (a) hold appointment as a VMS, as defined in section 1.3 of the VMO Agreement, at a Queensland public hospital
 - (b) undertake the outreach work as the primary activity for which appointment as a VMS is held, or an extension of their VMS appointment.
- 1.3 Any new services under this arrangement are to be consistent with the outpatient policy, including potential Medicare billing if consistent with the current Australian Health Care Agreement.
- 1.4 These arrangements are effective for services provided on or after 10 December 2007. Future increases are to be negotiated as part of the 2014 VMO agreement.

2. Package conditions

- 2.1 A VMS performing services under this outreach package for Queensland Health is to accept the following conditions:
 - a) Services in the outreach location for which the VMS is being paid under an outreach package, are only to be performed for the Queensland Health facility where the outreach service is being provided.
 - b) A VMS wishing to expand their private practice in an area where they are also performing an outreach service for Queensland Health is to be required to personally arrange and fund travel and accommodation when undertaking any tasks directed at such expansion.
 - c) When a VMS is providing outreach services as well as private practice services in the same area, the VMS is not entitled to any travel or accommodation benefits arranged or paid for by Queensland Health for the services pursuant to an outreach package or private practice services provided at the outreach location.

3. Package allowance

3.1 The outreach package takes into consideration the costs associated with a VMS not attending to his/her private practice. The amounts of this package vary depending on the classification level of the VMS and the time that outreach services are undertaken.

3.2 The package amount is:

- (a) linked to the VMO Agreement rates
- (b) calculated on the basis of being on duty for the full day
- (c) an all inclusive package including allowances for travel time, on call, overtime and call backs.

3.3 The contents of the table attached to this Schedule are the prescribed rates that VMSs doing outreach arrangements are to be paid. These rates are to be implemented into the payroll system.

	Visiting Specialist- 1 st Year		Visiting Specialist- 2 nd Year		Visiting Specialist- 3 rd Year		Visiting Specialist- 4 th Year		Visiting Senior Specialist	
	1/01/2011	1/01/2012	1/01/2011	1/01/2012	1/01/2011	1/01/2012	1/01/2011	1/01/2012	1/01/2011	1/01/2012
	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)
VMO Package A:										
1 Full day and night	3235.50	3335.80	3341.60	3445.20	3445.20	3552.00	3528.90	3638.30	3824.00	3942.50
VMO Package B:										
2 Full days and 1 night	5614.70	5788.80	5693.90	5870.40	5984.10	6169.60	6244.50	6438.10	6651.50	6857.70
VMO Package C:										
2 Full days and 2 nights	6471.00	6671.60	6683.10	6890.30	6890.40	7104.00	7057.90	7276.70	7647.90	7885.00

SCHEDULE 6

VISITING MEDICAL OFFICER LIAISON COMMITTEE And MINISTERIAL TASKFORCE COMMITTEE

TERMS OF REFERENCE

The following Terms of Reference establish the parameters and guidelines in which the Visiting Medical Officer (VMO) Liaison Committee will address matters relating to;

- (a) the employment of non-contracted Visiting Medical Officers employed within Queensland Health; and
- (b) establish the Ministerial Taskforce and its functions for the life of this agreement.

1. STRUCTURES, PROCESSES AND MECHANISMS

1.1 The VMO Liaison Committee shall consist of:

- (a) A representative of the Director-General of Queensland Health;
- (b) A representative of a Health Service District Senior Medical Executive;
- (c) The Chair of the AMAQ VMO Committee;
- (d) A representative from AMA(Q);
- (e) Two VMOs as workforce representatives;
- (f) A representative from Human Resources Branch of Queensland Health.

The role of Chair shall rotate between the Director-General's representative and the Chair of the AMAQ VMO Committee.

Queensland Health shall supply a Secretariat/support person for the purposes of taking minutes.

1.2 The VMO Liaison Committee shall meet at least each quarter or as agreed by the members of the Committee.

2. OBJECTIVES

The objectives of the VMO Liaison Committee are:

- (a) To maintain the integrity of the terms and conditions of employment specified in the Visiting Medical Officer agreement or other instrument governing the employment of VMOs;
- (b) To identify issues associated with the implementation and/or application of the terms and conditions of employment of Visiting Medical Officers and develop and implement strategies to resolve them;
- (c) To examine other issues related to the employment of Visiting Medical Officers and develop and implement strategies to resolve them;
- (d) Develop, implement and monitor policy, procedures and practices relevant to the employment of Visiting Medical Officers; and
- (e) To resolve issues that arise between the parties as appropriate.

3. VMO LIAISON COMMITTEE QUORUM

A quorum will be of no less than 4 members and shall include as a minimum the Director-General's representative, and the Chair of the AMAQ VMO Committee.

4. DISTRIBUTION OF THE AGENDA

The agenda will be distributed at least four (4) working days prior to the next scheduled meeting.

5. MINUTE RESPONSIBILITY

The responsibility for the documentation and distribution of the minutes rests with Queensland Health. Minutes will be distributed within fourteen days of the meeting.

6. REFERRAL OF ISSUES FOR COMMITTEE CONSIDERATION

Matters may be referred to the VMO Liaison Committee in the following ways:

- (a) Referral by Queensland Health representatives;
- (b) Referral by AMAQ VMO Committee representatives.

Wherever possible, matters should be provided to the Committee Secretariat in the format attached. These items will then form the agenda for the next meeting. Extra items can be added at the meeting with the consent of both parties.

7. MINISTERIAL TASKFORCE COMMITTEE

It has been agreed by the parties that a Ministerial Taskforce Committee will be established with the purpose of disbursing funding of \$1.5 million per annum each year for the life of this agreement.

The Ministerial Taskforce Committee shall consist of:

- (a) Director-General or his/her designate;
- (b) Deputy Director-General (responsible for rural staffing and education);
- (c) A regional District CEO;
- (d) Chair of VMO Committee
- (e) Deputy Chair of VMO Committee or AMAQ representative;
- (f) A regional VMO

The Ministerial Taskforce Committee will as a minimum undertake the following tasks:

- (a) Establish the purpose of the grant;
- (b) Determine who will receive funding;
- (c) Determine how funds are distributed;
- (d) Determine the frequency of meetings
- (e) Communicate with VMO Liaison Committee