

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999* – ss. 140G and 140GC – Variation of modern award  
ss. 140G(3)(a) and 140GC(2)(a) – Commission acting on its own initiative

**MEDICAL OFFICERS (QUEENSLAND HEALTH) AWARD – STATE 2015**

**Matter No. MA/2016/15**

DEPUTY PRESIDENT O'CONNOR  
DEPUTY PRESIDENT SWAN  
INDUSTRIAL COMMISSIONER THOMPSON

1 March 2017

**DETERMINATION**

This matter coming on for hearing before the Commission at Brisbane on 1 March 2017 this Commission orders that the said Award be varied as follows as from 1 March 2017:

1. By deleting clause 1 and inserting the following in lieu thereof:

**1. Title**

This Award is known as the *Medical Officers (Queensland Health) Award – State 2015*.

2. By deleting clause 2 and inserting the following in lieu thereof:

**2. Operation**

This Award operates from 14 September 2015.

3. In clause 3:

- (a) By deleting the definition of "Act" and inserting the following in lieu thereof:

**Act** means the *Industrial Relations Act 2016*

- (b) By deleting the definition of "commission" and inserting the following in lieu thereof:

**Commission** means the Queensland Industrial Relations Commission

- (c) By deleting the definition of "employer" and inserting the following in lieu thereof:

**employer** means:

- (a) the chief executive of the department; or
- (b) a hospital and health service,

in their capacity as the employer of employees covered by this Award

- (d) By deleting the definition of "medical officer with private practice (MOPP)" and inserting the following in lieu thereof:

**medical officer with private practice (MOPP)** means a medical practitioner appointed as such to perform clinical duties in accordance with clause 14.2 of this Award and who is also engaged in the private practice of medicine

- (e) By deleting the definition of "QES" and inserting the following in lieu thereof:

**QES** means the Queensland Employment Standards contained in Part 3 of Chapter 2 of the Act

- (f) By deleting the definition of "union" and inserting the following in lieu thereof:

**union** means one of the industrial organisations of employees mentioned in clause 4.1(c)

4. By deleting clause 4 and inserting the following in lieu thereof:

#### **4. Coverage**

##### **4.1 This Award applies to:**

- (a) (i) Resident medical officers whose classifications are prescribed in clause 12.1;
- (ii) Senior medical officers whose classifications are prescribed in clause 13.2(a); and
- (iii) Medical officers and medical superintendents with private practice whose duties and responsibilities are prescribed in clauses 14.2 and 14.3, respectively.
- (b) (i) the chief executive of the department; and
- (ii) each hospital and health service,
- in their capacity as the employer of employees covered by this Award; and
- (c) The following industrial organisations of employees:
- (i) The Australian Salaried Medical Officers' Federation Queensland, Industrial Organisation of Employees; and
- (ii) Together Queensland, Industrial Union of Employees,
- to the exclusion of any other award.

##### **4.2 Directives which apply to employees covered by this Award**

In addition to conditions of employment provided in this Award, Schedule 2 provides for entitlements under directives that:

- (a) have been extended to certain employees covered by this Award by the operation of Schedule 3 of the *Public Service Regulation 2008*; and
- (b) apply to certain employees, as a term of this Award, until 14 September 2017.

5. By deleting clause 5 and inserting the following in lieu thereof:

#### **5. The Queensland Employment Standards and this Award**

This Award together with the QES provide for a minimum safety net of enforceable conditions of employment for employees covered by this Award.

6. By deleting clause 5A.
7. By deleting clause 6.1(c) and inserting the following in lieu thereof:
  - (c) Any proposed genuine agreement reached between the chief executive and employees in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 4 of the Act and is to have no force or effect until approval is given.

8. By deleting clause 6.2 inserting the following in lieu thereof:

## **6.2 Procedures to implement facilitative award provisions**

Wherever facilitative provisions appear in this Award which allow for determination of the conditions of employment by agreement between the employer and the union, or the employer and the majority of employees affected, the following procedures shall apply:

- (a) Facilitative award provisions can be negotiated between management and employees who are directly affected by such proposals or between management and the union depending on the particular award provisions.
  - (b) Employees may be represented by their local union delegate/s and shall have the right to be represented by their local union official/s.
  - (c) Facilitative award provisions can only be implemented by agreement.
  - (d) In determining the outcome from facilitative provisions neither party should unreasonably withhold agreement.
  - (e) Agreement is defined as obtaining consent of greater than 50% of employees directly affected or of the union depending upon the particular award provisions.
  - (f) Where a provision refers to agreement by the majority of employees affected, all employees directly affected shall be consulted. This consultation shall be undertaken where practicable as a group, or in groups. Should the consultation process identify employees with specific concerns which relate to either equity or occupational health and safety issues, such concerns may be catered for on an individual basis subject to operational requirements.
  - (g) Any agreement reached must be documented and shall incorporate a review period.
  - (h) Where the agreement relates to either the working of ordinary hours on other than a Monday to Friday basis, the introduction of shift work or a change to the shift roster, the relevant union/s are to be notified in writing at least one week in advance of agreement being sought.
9. By deleting the heading of clause 7.1 and inserting the following in lieu thereof:

## **7.1 Prevention and settlement of disputes - Award matters**

10. By deleting clause 7.1(d) and inserting the following in lieu thereof:
  - (d) In the event of any disagreement between the parties as to the interpretation or implementation of this Award, the following procedures shall apply:
    - (i) the matter is to be discussed by the employee's union representative and/or the employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;

- (ii) if the matter is not resolved as per clause 7.1(d)(i), it shall be referred by the union representative and/or the employee/s to the appropriate management representative who shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond 7 days;
- (iii) if the matter remains unresolved it may be referred to the employer for discussion and appropriate action. This process should not exceed 14 days;
- (iv) if the matter is not resolved then it may be referred by either party to the Commission.

11. By deleting the heading of clause 7.2 and inserting the following in lieu thereof:

**7.2 Employee grievance procedures - other than Award matters**

12. By deleting clause 7.2(b) and inserting the following in lieu thereof:

(b) The following procedure applies to all industrial matters within the meaning of the Act:

Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to solve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1.

Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's union representative during the course of Stage 2.

Stage 3: If the grievance is still unresolved, the manager will advise the employer and the aggrieved employee may submit the matter in writing to the employer if such employee wishes to pursue the matter further. If desired by either party the matter shall also be notified to the relevant union.

13. By deleting clause 7.2(d) and inserting the following in lieu thereof:

(d) The employer may appoint another person to investigate the grievance. The employer may consult with the relevant union in appointing an investigator. The appointed person shall be other than the employee's supervisor or manager.

14. By deleting clause 7.2(g) and inserting the following in lieu thereof:

(g) If the grievance is not settled the matter may be referred to the Commission by the employee or the union.

15. By deleting the heading and preamble of clause 8 and inserting the following in lieu thereof:

**8. Types of employment**

(a) A resident medical officer and a senior medical officer may be employed on a full-time, part-time or casual basis.

(b) The basis of employment for medical practitioners with private practice (MPPP) is provided for at clauses 14.2 and 14.3. Part-time or casual employment arrangements do not apply to a MPPP.

16. By deleting clause 8.2(a) and inserting the following in lieu thereof:
- (a) Appointment to the position of resident medical officer will be for 52 continuous calendar weeks, unless otherwise specifically stated, to provide medical services, including the keeping and maintaining of adequate medical records.

17. By deleting clause 8.3 and inserting the following in lieu thereof:

**8.3 Full-time employment - resident medical officers**

A full-time resident medical officer is one that is engaged to work an average of 76 ordinary hours per fortnight in accordance with the provisions of clause 19.

18. By deleting clause 8.5(b) and inserting the following in lieu thereof:

- (b) For each ordinary hour worked a part-time employee shall be paid no less than:
  - (i) for resident medical officers, 1/76th of the minimum fortnightly salary for their classification; or
  - (ii) for senior medical officers, 1/80th of the minimum fortnightly salary for their classification.

19. By deleting clause 8.6(c) and inserting the following in lieu thereof:

- (c) For each ordinary hour worked a casual employee shall be paid no less than:
  - (i) for resident medical officers, 1/76th of the minimum fortnightly rate of pay for their classification plus a casual loading of 23%;
  - (ii) for senior medical officers, 1/80th of the minimum fortnightly rate of pay for their classification plus a casual loading of 23%.

20. By deleting clause 8.6(i) and inserting the following in lieu thereof:

- (i) The long service leave entitlement of casual employees is recorded in clause 25.

21. By deleting clause 8.7 and inserting the following in lieu thereof:

**8.7 Recognition of previous service - resident medical officers and senior medical officers**

- (a) An employee may seek to have their previous service recognised for the purposes of calculating any sick leave accumulation, long service leave entitlement and paid parental leave.
- (b) In calculating length of service, any period on probation which the employee has served must be included.

*Note: Where a directive about recognition of previous service and employment covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*

22. By deleting clause 8.8(b)(i) and inserting the following in lieu thereof:

- (i) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;

23. By deleting clause 9.1 and inserting the following in lieu thereof:

**9.1 Notice of termination by the employer**

Notice of termination by the employer is provided for in Division 13 of the QES. Clauses 9.2 to 9.6 supplement the QES provisions.

24. By deleting clause 9.3 and inserting the following in lieu thereof:

**9.3 Notice of termination of a senior medical officer or MPPP**

Except in the case of dismissal for misconduct, employment may be terminated by 3 calendar months' notice given either by the employer or the employee or by payment or forfeiture of 3 months' salary as the case may be, provided that the employee and the employer may agree to a lesser period of notice.

25. By deleting clause 9.5 and inserting the following in lieu thereof:

**9.5 Job search entitlement**

Where an employer has given notice of termination to an employee for reasons other than redundancy, the employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

26. By deleting clause 9.6 and inserting the following in lieu thereof:

**9.6 Statement of employment**

The employer shall, in the event of termination of employment, provide upon request to an employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

27. By deleting clauses 10.1 and 10.2 and inserting the following in lieu thereof:

**10.1 Redundancy pay**

Redundancy pay is provided for in Division 13 of the QES. Clauses 10.2 to 10.9 supplement the QES provisions.

*Note: Where a directive about redundancy and retrenchment covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*

**10.2 Consultation before termination**

- (a) Where an employer decides that the employer no longer wishes the job an employee/s has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee/s directly affected and, where relevant, their union/s.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision which will invoke the provisions of clause 10.2(a) and shall cover the reasons for the proposed terminations and measures to avoid or minimise the terminations and/or their adverse effects on the employee/s concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employee/s concerned and, where relevant, their union/s, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and

categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out.

- (d) Notwithstanding the provision of clause 10.2(c) the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

28. By deleting clause 10.6(a) and inserting the following in lieu thereof:

- (a) Where a business is, whether before or after the date of commencement of this Award, transmitted from the employer (transmittor) to another employer (transmittee) and an employee who at the time of such transmission was an employee of the transmittor of the business becomes an employee of the transmittee:
- (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.

29. By deleting the heading and introductory paragraph in clause 10.7 and inserting the following in lieu thereof:

#### **10.7 Exemption where transmission of business**

The provisions of clause 10.6 are not applicable where a business is, before or after the date of commencement of this Award, transmitted from the employer (transmittor) to another employer (transmittee) in any of the following circumstances:

30. By deleting clause 10.8 and inserting the following in lieu thereof:

#### **10.8 Alternative employment**

An employer, in a particular case, may make application to the Commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

31. By deleting clause 10.9 and inserting the following in lieu thereof:

#### **10.9 Employees exempted**

Clauses 10.1 to 10.8 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to an employee engaged for a specific period or task/s; or
- (c) to a casual employee; or
- (d) to an employee with less than one year's continuous service, in which case the general obligation on the employer should be no more than to give the relevant employee an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by the employee of suitable alternative employment.

32. By deleting clause 11.1(a) and inserting the following in lieu thereof:

- (a) Where an employer decides to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their union/s.

33. By deleting clause 11.2 and inserting the following in lieu thereof:

**11.2 Employer's duty to consult over change**

- (a) The employer shall consult the employees affected and, where relevant, their union/s about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 11.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union/s, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees.
- (d) Notwithstanding the provision of clause 11.2(c) the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

34. By deleting the heading of Part 4 in both the Table of Contents and the Award itself and inserting in lieu thereof:

**PART 4 - Minimum Salary Levels, Allowances and Related Matters**

35. By deleting the introductory paragraph under clause 12.1 and inserting the following in lieu thereof:

Resident medical officers covered by this Award are to be classified into an appropriate classification using the classification definitions set out below:

36. By deleting clauses 12.5(c) and (d) and inserting the following in lieu thereof:

- (c) For the purpose of clause 12.5(b)(iii), **continuous service** for a casual employee is considered to be broken if more than three months, excluding any public holidays, has elapsed between the end of one employment contract and the start of the next employment contract.
- (d) Subject to clause 12.5(e), an employee is not entitled to move to the next salary increment level by virtue of this Award unless the conduct, diligence and efficiency of the employee has been certified by the employer to have been and to be satisfactory.

37. By deleting clause 12.7 and inserting the following in lieu thereof:

**12.7 Higher duties - resident medical officers**

A resident medical officer temporarily appointed to a position at a higher classification for a period of more than three days is entitled to be paid no less than the minimum salary attaching to the position they are temporarily occupying.

38. By deleting clause 13.2(a)(ii) and inserting the following in lieu thereof:

(ii)	Medical Officer General Practitioner with FRACGP/FACRRM Medical Officer Credentialed Practice Medical Superintendent with FRACGP/FACRRM Deputy Medical Superintendent with FRACGP/FACRRM Assistant Medical Superintendent with FRACGP/FACRRM	L13-L17 inclusive	C1-1 to C1-5
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39. By deleting clause 13.3(b) and inserting the following in lieu thereof:
- (b) for a new senior medical officer appointed to a position described at clause 13.2(a)(iv), placement at a paypoint according to the years of advanced credentialed practice in a recognised discipline listed in clause 13.7;
40. By deleting clause 13.4(a) and inserting the following in lieu thereof:
- (a) In the case of a senior medical officer referred to in clause 13.2(a)(i), the senior medical officer shall not be entitled to receive an increase in salary by way of movement between Levels 13 and 14 until the medical officer has been in receipt of such salary for a period of five years.
41. By deleting clauses 13.5(a), (b) and (c) and inserting the following in lieu thereof:
- (a) (i) In the case of a senior medical officer referred to in clause 13.2(a)(ii), the senior medical officer shall not be entitled to proceed by incremental progression to level 18 unless the medical officer has been in receipt of the level 17 salary for at least two years and has received satisfactory performance appraisal and development reports for at least two years.
- (ii) Notwithstanding clause 13.5(a)(i) a senior medical officer may be appointed to such position by appointment to an advertised vacancy.
- (b) (i) In the case of a senior medical officer referred to in clause 13.2(a)(iv), the senior medical officer shall not be entitled to proceed by incremental progression to level 24 unless the medical officer has been in receipt of the level 23 salary for at least two years and has received satisfactory performance appraisal and development reports for at least two years, after which they shall progress to level 25 by an annual increment on their anniversary date.
- (ii) Notwithstanding clause 13.5(b)(i) a senior medical officer may be appointed to such position by appointment to an advertised vacancy.
- (c) (i) In the case of a senior medical officer referred to in clause 13.2(a)(vi), the senior medical officer shall not be entitled to proceed by incremental progression to level 25 unless the senior medical officer has been eligible for specialist registration for at least seven years and has received satisfactory performance appraisal and development reports for at least two years, after which they shall progress through the salary range by annual increments on their anniversary date.
- (ii) Notwithstanding clause 13.5(c)(i) a senior medical officer may be appointed to such position by appointment to an advertised vacancy.
42. By deleting clause 13.8(a) and inserting the following in lieu thereof:
- (a) A senior medical officer who is appointed to a position of Director may receive the following allowance relevant to the appointment for its duration:
- | <u>Appointment</u> | <u>Allowance per annum</u> |
|--------------------|----------------------------|
|                    | \$                         |
| Large Department   | 13,548                     |
| Medium Department  | 9,575                      |
| Small Department   | 5,598                      |
| Clinical Director  | Nil                        |
43. By deleting clause 13.9(b) and inserting the following in lieu thereof:
- (b) The working arrangements referred to in clause 13.9(a) may be by mutual agreement between the employer and the senior medical officer.

44. By deleting clause 13.10 and inserting the following in lieu thereof:

**13.10 Higher duties - senior medical officers**

A senior medical officer temporarily appointed to a position at a higher classification for a period of more than three days is entitled to be paid no less than the minimum salary attaching to the position they are temporarily occupying, including any relevant Director's allowance.

45. By deleting clauses 14.2(a)(iv) and (v) and inserting the following in lieu thereof:

- (iv) be available on a shared on call roster when not in attendance at the hospital;
- (v) during on call periods, attend outpatients and inpatients at the hospital whose condition, by virtue of its nature or other circumstances, requires the attendance of a medical practitioner prior to the next routine outpatient session or inpatient round;

46. By deleting clauses 14.3(a)(iv) and (v) and inserting the following in lieu thereof:

- (iv) be available on call when not in attendance at the hospital;
- (v) during on call periods, attend outpatients and inpatients at the hospital whose condition, by virtue of its nature or other circumstances, requires the attendance of a medical practitioner prior to the next routine outpatient session or inpatient round;

47. By deleting clause 14.4 and inserting the following in lieu thereof:

**14.4 Appointment to classification levels - medical practitioners with private practice**

- (a) Upon commencement as a medical officer with private practice the medical practitioner shall be appointed to the position of MOPP1-1.
- (b) A medical superintendent with private practice shall commence on the following salary levels:
  - (i) less than five years' experience as a registered medical practitioner MSPP1-1
  - (ii) five years or more experience as a registered medical practitioner MSPP1-2
  - (iii) medical practitioner with additional qualifications including vocational registration acceptable to employer MSPP1-2
- (c) For the purposes of clause 14.4 "experience as a registered medical practitioner" may be gained in other states of Australia.

48. By deleting clause 14.5 and inserting the following in lieu thereof:

**14.5 Movement within classification levels - medical practitioners with private practice**

- (a) A medical officer with private practice with vocational registration or a diploma qualification acceptable to the employer may progress to MOPP1-2 after completion of three years' service with an employer covered by this Award. No further increases are available thereafter.
- (b) A medical officer with private practice with fellowship qualifications acceptable to the employer may be entitled to progress to MOPP1-2 after completion of two years' service and may be entitled to progress to MOPP1-3 after an additional two years' service with an employer covered by this Award. No further increases are available thereafter.

- (c) A medical superintendent with private practice who is appointed to MSPP1-1 in accordance with clause 14.4(b)(i), may not be entitled to progress to MSPP1-2 until the medical superintendent with private practice has completed five years' experience as a registered medical practitioner.
- (d) A medical superintendent with private practice with vocational registration or diploma qualifications acceptable to the employer may progress from MSPP1-2 to MSPP1-3 after three years' service with an employer covered by this Award. No further increases are available to level MSPP1-4 without an appropriate fellowship qualification.
- (e) A medical superintendent with private practice with fellowship qualifications acceptable to the employer may progress from MSPP1-2 to MSPP1-3 after two years' service and may be entitled to progress to MSPP1-4 after an additional two years' service with an employer covered by this Award.

49. By deleting clause 14.7(c)(ii) and inserting the following in lieu thereof:

- (ii) The medical superintendent with private practice seeking senior status will submit to the department or authorised delegate of their hospital and health service a written application, together with a curriculum vitae, addressing the criteria outlined in clause 14.7(b).

50. By deleting clause 14.7(c)(iv)(B) and inserting the following in lieu thereof:

- (B) Australian Medical Association Queensland;

51. By deleting clause 15 and inserting the following in lieu thereof:

### **15. Payment of salaries - all medical officers**

Salaries payable to all levels of medical officers covered by this Award shall be paid fortnightly and may at the discretion of the chief executive be paid by electronic funds transfer.

52. By deleting clause 16(c)(ii) and inserting the following in lieu thereof:

- (ii) as part of the salary sacrifice arrangements, the costs for administering the package via a salary packaging bureau service, and including any applicable Fringe Benefits Tax (FBT), will be met without delay by the participating employee;

53. By deleting clause 16(c)(v) to (vii), inclusive, and inserting the following in lieu thereof:

- (v) employees should obtain independent financial advice prior to taking up salary sacrifice arrangements; and
- (vi) there will be no significant additional administrative workload or other ongoing costs to the employer.

54. By deleting clauses 16(d)(ii) and (iii) and inserting the following in lieu thereof:

- (ii) any allowance, penalty rate, overtime, weekly workers' compensation benefit, or other payment, to which an employee is entitled under an industrial instrument, Act or Statute which is expressed to be determined by reference to the employee's salary, will be calculated by reference to the gross salary which the employee would receive if not taking part in salary sacrifice arrangements;
- (iii) salary sacrifice arrangements will be maintained during all periods of leave on full pay, including the maintenance of cash and non-cash benefits; and

55. By deleting clause 16(e) and inserting the following in lieu thereof:

- (e) For the purposes of this clause **eligible employees** means full-time, part-time and long-term casual employees as defined in the Act.

56. By deleting clause 17 and inserting the following in lieu thereof:

**17. Allowances - resident medical officers and senior medical officers**

**17.1 Locality allowance - resident medical officers and senior medical officers**

*Note: Where a directive about locality allowance covers a resident medical officer or a senior medical officer, the provisions of the directive apply to the employee.*

**17.2 Motor vehicle allowance - resident medical officers**

- (a) Where an employer requires an employee to use their own vehicle in or in connection with the performance of their duties, the employee shall be paid an allowance for each kilometre of authorised travel as follows:
  - (i) motor vehicle - \$0.77 per kilometre; and
  - (ii) motorcycle - \$0.26 per kilometre.
- (b) An employer may require an employee to record full details of all such official travel requirements in a log book.

**17.3 Overtime meal allowance - resident medical officers and senior medical officers**

- (a) A resident medical officer or a senior medical officer rostered to work in excess of 10 continuous hours is to be supplied with an adequate meal at the employer's expense or be paid a meal allowance of \$12.85 in lieu of the provision of such meal.
- (b) If the continuous period of work exceeds 15 hours, a further meal at the employer's expense is to be supplied or a further \$12.85 meal allowance paid.
- (c) Overtime meal allowance provisions do not apply to a MPPP.

**17.4 Adjustment of monetary allowances**

- (a) The monetary allowances in clauses 13.8 (Director's allowance - senior medical officers), 19.5(b) (remote call on Saturday, Sunday and public holiday - resident medical officers) and 19.5(d) (proximate call - resident medical officers) shall be automatically adjusted from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.
- (b) At the time of any adjustment to the wage rates in this Award the expense related allowances in clauses 17.2 (motor vehicle allowance - resident medical officers) and 17.3 (overtime meal allowance - resident medical officers and senior medical officers), respectively, shall be automatically adjusted by the relevant adjustment factor. The **relevant adjustment factor** for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (c) The **applicable index figure** is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

Allowance

Eight Capitals Consumer Price Index  
(ABS Cat No. 6401.0 - Table 7)

Motor vehicle allowance  
(last adjusted 1 September 2014)

Private motoring sub-group

Overtime meal allowance  
(last adjusted 1 September 2016)

Take-away and fast foods sub-group

57. By deleting clause 18 and inserting the following in lieu thereof:

**18. Superannuation - all medical officers**

- (a) Subject to Commonwealth legislation and clause 18(b), all employers subject to this Award must comply with superannuation arrangements prescribed in the *Superannuation (State Public Sector) Act 1990* (and associated Deed, Notice and Regulation).
- (b) Where Commonwealth legislation provides for choice of fund rights to an employee subject to this Award, and an employee fails to elect which superannuation fund to which employer contributions are directed, the employer will direct contributions to the appropriate fund prescribed in the abovementioned Queensland legislation.

58. By deleting clause 19.1 and inserting the following in lieu thereof:

**19.1 Hours of duty - resident medical officers**

- (a) The ordinary hours of duty of resident medical officers will be 76 hours each fortnight, averaged over a period of 12 weeks or other period as agreed between the employer and a resident medical officer.
- (b) Hours of duty are to be arranged as follows:
  - (i) no shift will be less than 4 hours in length on any day;
  - (ii) no resident medical officer is to be rostered to perform ordinary hours of duty of less than 8 hours on more than two shifts in any 14 day period;
  - (iii) no broken or split shifts will be worked;
  - (iv) all ordinary time worked in excess of 10 hours in any one day or shift shall be paid for at overtime rates;
  - (v) in no case will a resident medical officer be required to be on duty beyond a maximum of 12.5 hours, with a minimum of 10 hours off duty before being required to be on duty again.
- (c) Subject to the ability of the employer to change the rosters without notice to meet any emergent situation, resident medical officers will be given at least two weeks' notice of rosters to be worked in relation to ordinary hours and, where practicable, any additional (i.e. overtime) rostered hours of work as well.
- (d) A resident medical officer is entitled to four rostered days off in any 14 day period, two of which must be on consecutive days. For the purposes of the remaining two days off, two half-days of 4 hours each shall equal one whole day.
- (e) For the purpose of clause 19.1, a **day** will be defined as a period of 24 consecutive hours calculated from midnight on one day to midnight on the next day.

59. By deleting clause 19.3 and inserting the following in lieu thereof:

**19.3 Extra payment for work on a weekend or a public holiday - resident medical officers**

- (a) Subject to clause 19.3(b) all ordinary hours of duty worked by a resident medical officer in any one shift on a weekend or a public holiday will be paid for as follows:
  - (i) between 0000 and 2400 on a Saturday - time and one-half;
  - (ii) between 0000 and 2400 on a Sunday - double time;
  - (iii) between 0000 and 2400 on a public holiday - at the rate prescribed in clause 26.
- (b) The payments prescribed in clause 19.3(a) shall be calculated on a majority of shift basis. This means, for example:
  - (i) if the majority of the ordinary hours of a shift which commenced on a Friday are worked on a Saturday, the whole of the shift is to be treated as having been worked on a Saturday; and
  - (ii) if the majority of the ordinary hours of a shift which commenced on a Sunday are worked on a Monday, the whole of the shift is to be treated as having been worked on a Monday.

60. By deleting clause 19.5(b) and inserting the following in lieu thereof:

- (b) Where a resident medical officer is instructed to hold themselves available on remote call outside ordinary or rostered working hours, they are to be paid an additional allowance as follows:
  - (i) on remote call throughout the whole of a Saturday, a Sunday or a public holiday - \$21.42 in respect of such instances;
  - (ii) on remote call during the night only on a Saturday, a Sunday or a public holiday - \$13.68 each night; and
  - (iii) on remote call on any other night - \$10.78 each night.

61. By deleting clause 19.5(d) and inserting the following in lieu thereof:

- (d) Where a resident medical officer is placed on proximate call an amount of \$8.81 is to be paid in addition to the appropriate allowance prescribed in clause 19.5(b).

62. By deleting clause 19.6 and inserting the following in lieu thereof:

**19.6 Recall - resident medical officers**

- (a) Monday to Friday - a resident medical officer on call being recalled to perform duty is to be paid for the time worked, calculated as from home and return, with a minimum payment of 2 hours at the prescribed overtime rate.
- (b) Saturday, Sunday and public holidays:
  - (i) A resident medical officer on call being recalled to perform duty on a Saturday, Sunday or public holiday is to be paid for such overtime at the appropriate rate with a minimum payment of 2 hours or, at their option, be granted time off equivalent to the number of hours worked, calculated as from home and return, with a minimum of 2 hours.

- (ii) In addition, a resident medical officer who works on a public holiday and who is granted equivalent time off is to be paid at half the ordinary rate for the time so worked with a minimum of 2 hours.
  - (c) Where a resident medical officer (whether on call or not) is recalled to perform work to provide a clinical service when not on duty, the employee may be provided with transport to and from home or will be refunded the cost of such transport as follows:
    - (i) taxi fares where a taxi is utilised; or
    - (ii) the motor vehicle allowance as prescribed in clause 17.2.
63. By deleting clauses 20.2(f) to (j), inclusive, and inserting the following in lieu thereof:
- (f) Subject to the provisions of clause 20.3 a senior medical officer who is required to work 14 hours or more on any one day may, for those hours worked in excess of 14 hours, be paid overtime at the rate of double the ordinary hourly rate calculated at 1/80th of the senior medical officer's ordinary fortnightly salary for those hours worked in excess of 14 hours, taken to the nearest quarter of an hour.
  - (g) All overtime performed on the first day of a senior medical officer's rostered day off during a work cycle may be paid at the rate of one and one-half times the ordinary hourly rate calculated at 1/80th of the senior medical officer's ordinary fortnightly salary with a minimum payment as for 2 hours' work, taken to the nearest quarter of an hour.
  - (h) All overtime performed on the second day of a senior medical officer's rostered day off during a work cycle will be paid at the rate of double the ordinary hourly rate calculated at 1/80th of the senior medical officer's ordinary fortnightly salary with a minimum payment as for 2 hours' work, taken to the nearest quarter of an hour.
  - (i) All overtime performed on a Saturday or a Sunday will be paid at the appropriate rate determined by either clauses 20.2(g) or (h) depending upon whether Saturday or Sunday is the first or second rostered day off during the work cycle.
  - (j) All overtime performed on a public holiday will be paid at the rate of double time and one-half the ordinary hourly rate calculated at 1/80th of the senior medical officer's ordinary fortnightly salary, taken to the nearest quarter of an hour. Clause 20.2(j) does not operate in respect of ordinary hours worked on a public holiday for which the provisions of clause 26 apply.
64. By deleting clause 20.3(a) and inserting the following in lieu thereof:
- (a) Passive time is to be paid at the rate of ordinary time except:
    - (i) where a senior medical officer working on a rostered shift, which is payable at overtime or public holiday rates, is also required to undertake, either within or as an extension of that shift, a period of duty which includes both clinical work and passive time; or
    - (ii) where a senior medical officer is recalled to duty under clause 20.6,in which case, the prevailing rate of payment is not to be reduced by reason of that passive time.
65. By deleting clause 20.4(a) and inserting the following in lieu thereof:
- (a) Where a senior medical officer is instructed to be available on call outside ordinary working hours to provide a clinical service, the senior medical officer will be paid an allowance as follows:

- (i) where the senior medical officer is on call throughout the whole of a rostered day off or public holiday: an amount equal to 90% of the notional rate decided under clause 20.5;
- (ii) where the senior medical officer is on call during a day only on a rostered day off or a public holiday: an amount equal to 45% of the notional rate decided under clause 20.5;
- (iii) where the senior medical officer is on call during a night only: an amount equal to 45% of the notional rate decided under clause 20.5; and
- (iv) the allowance is paid for each on call period and not for each hour within an on call period.

66. By deleting clause 20.6 and inserting the following in lieu thereof:

**20.6 Recall - senior medical officers**

- (a) Monday to Friday - In the event of a senior medical officer on call being recalled to perform duty, the senior medical officer will be paid for the time worked at one and one-half times the hourly rate as calculated in clause 20.2(b), such time to be calculated as from home and return with a minimum payment of 2 hours in respect of the first recall and one hour for any subsequent recall within any period of 24 hours. Any recall within the minimum period of one or 2 hours is not be regarded as a separate call out.
- (b) Saturday and Sunday and public holidays - A senior medical officer performing overtime on recall on a Saturday or Sunday or public holiday will be paid for such overtime at the appropriate rate as set out in either clause 20.2(i) or (j). Such time is to be calculated from home and return with a minimum payment of 2 hours in respect of the first recall and one hour for any subsequent recall. Any recall within the minimum period of one or 2 hours is not be regarded as a separate call out.
- (c) Clause 20.6 does not operate in respect of ordinary hours worked on a public holiday for which the provisions of clause 26 apply.
- (d) Payment as detailed in clauses 20.6(a) and (b) may only be made for clinical duties performed. Any overtime payable will be in addition to the on call allowances prescribed in clause 20.4.
- (e) Where a senior medical officer is recalled to perform work during an off duty period such senior medical officer may be provided with transport to and from the senior medical officer's home, or be refunded the cost of such transport as follows:
  - (i) taxi fares where a taxi is utilised; or
  - (ii) the motor vehicle allowance prescribed for resident medical officers in clause 17.2.

67. By deleting clause 21(c) and inserting the following in lieu thereof:

- (c) A medical practitioner with private practice will be entitled to the equivalent of one day free from duty in each week upon which duties under this Award are performed. Such time, free from duty, may accumulate up to five days without approval of the employee or up to nine days by mutual agreement between the employer and employee.

68. By deleting the heading and first paragraph of clause 22 and inserting the following in lieu thereof:

**22. Annual leave**

Annual leave is provided for in Division 5 of the QES. Clauses 22.1 to 22.4 supplement the QES provisions.



69. By deleting clause 22.1 and inserting the following in lieu thereof:

**22.1 Annual leave - resident medical officers**

- (a) (i) A resident medical officer (other than a casual) is at the end of each 52 weeks of continuous service entitled to annual leave on full pay of five weeks, one of such weeks being compensation for work performed on public holidays.
- (ii) Where a resident medical officer performs work on a continuous shift work basis and performs their duty in various shifts allocated in rotation they will be entitled to additional annual leave on a *pro rata* basis at the rate of one week for each year in respect of the period during which such shifts have been worked.
- (b) Annual leave may be accrued by mutual agreement to a maximum entitlement as for two years' continuous service.
- (c) Calculation of annual leave pay
  - (i) a resident medical officer (other than a shift worker covered by clauses 22.1(c)(ii) and (iii) below) proceeding on annual leave is entitled to receive the following payments:
    - (A) an amount equal to the salary level being paid to the employee immediately before the employee takes the leave for the period of such leave; and
    - (B) a further amount equal to 17.5% of the salary payable for ordinary time in relation to the employee's substantive position for the period of such leave.
  - (ii) a shift worker who works non-continuous shift work proceeding on annual leave is entitled to receive the following payment:
    - (A) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave calculated according to the employee's roster or projected roster including shift, weekend or public holiday penalties; or
    - (B) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave, excluding any shift, weekend or public holiday penalties, plus a further 17.5% of this amount,whichever is the higher.
  - (iii) a shift worker who works continuous shift work proceeding on annual leave is entitled to receive an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave, excluding any shift, weekend or public holiday penalties, plus a further 27.5% of this amount.
- (d) The provisions of clauses 22.1(c)(i), (ii), and (iii) do not apply to any period or periods of annual leave exceeding:
  - (i) five weeks in the case of shift workers engaged on continuous shift work;
  - (ii) four weeks in all other cases.
- (e) (i) Should Labour Day, Show Day or Easter Saturday occur during a resident medical officer's annual leave an extra day for each such day so occurring will be added to the resident medical officer's annual leave.

- (ii) However, in the case of Easter Saturday, an additional day will not be added to a resident medical officer's annual leave where that resident medical officer, as part of their ordinary working arrangements, is not required to work on Saturdays.
- (f) Resident medical officers other than medical scholarship holders will be paid the cash equivalent of annual leave due to them on ceasing duty with an employer. In the case of medical scholarship holders the cash equivalent of all annual leave due will be paid within 30 days of their complying with the terms of their bond.
- (g)
  - (i) A resident medical officer who has been permitted to proceed on annual leave and who ceases employment before completing the required continuous service to accrue such leave must refund the value of the unearned *pro rata* portion of leave, calculated at the rate of salary as at the date such leave was taken.
  - (ii) Alternatively, any monies not refunded may be deducted from other monies due to the resident medical officer by reason of the other provisions of this Award at the time of cessation of employment.
- (h) Notwithstanding any other provision in clause 22.1, all affected employees will have their annual leave entitlement debited (other than a concessional day/s) by the number of working days between Christmas Day and New Year's Day inclusive when there is a compulsory closure of their place of employment over the Christmas/New Year period.
- (i) For the purposes of clause 22.1(h), concessional day means any day upon which an employee is permitted to be absent on full pay without debit to any leave account as a result of a compulsory closure of Government establishments over the Christmas/New Year period or such closure or restricted staffing as the employer determines.
- (j) Notwithstanding the provisions of clause 22.1(h), the employer and an employee may agree that the employee may access any accrued days off during a compulsory Christmas closure period instead of having their annual leave entitlement debited.

70. By deleting clause 22.2 and inserting the following in lieu thereof:

**22.2 Annual leave - senior medical officers**

- (a) Subject to clause 22.2(b), a senior medical officer (other than a casual) is entitled to four weeks' annual leave each year.
- (b) Where a senior medical officer is ordinarily required to perform work on public holidays, the senior medical officer will be allowed an additional one week of annual leave. The additional week's leave is in lieu of extra payment for work performed on public holidays.
- (c) Annual leave may be allowed to accumulate for two years.
- (d) Payments to a senior medical officer in respect of annual leave must not be less than the sum of the following amounts:
  - (i) the employee's ordinary rate of salary as prescribed by this Award for the period of such leave (excluding any penalty rates); and
  - (ii) a further amount calculated at the rate of 17.5% of the amount referred to in clause 22.2(d)(i), calculated on a maximum of four weeks' leave.
- (e) Notwithstanding any other provision in clause 22.2, a senior medical officer may have their annual leave entitlement debited (other than a concessional day/s) by the number of working days

between Christmas Day and New Year's Day inclusive when there is a compulsory closure of their place of employment over the Christmas/New Year period.

- (f) For the purposes of clause 22.2(e), concessional day means any day upon which an employee is permitted to be absent on full pay without debit to any leave account as a result of a compulsory closure of Government establishments over the Christmas/New Year period or such closure or restricted staffing as the employer determines.
- (g) Notwithstanding the provisions of clause 22.2(e), the employer and a senior medical officer may agree that the employee may access any accrued days off during a compulsory Christmas closure period instead of having their annual leave entitlement debited.

71. By deleting clause 22.3 and inserting the following in lieu thereof:

**22.3 Annual leave - medical practitioners with private practice**

- (a) Medical practitioners with private practice will be entitled to five weeks' annual leave per annum, one week of which shall be compensation for work performed on public holidays.
- (b) Annual leave will be taken at a time, or times, mutually agreed upon between the employee and the employer subject to relief being available.
- (c) Annual leave may be allowed to accumulate for two years, provided that no period of annual leave will be forfeited due to the non-availability of relief.
- (d) Should Labour Day, Show Day, Easter Saturday or any day appointed under the *Holidays Act 1983* to be kept in place of any of those holidays fall during an employee's period of annual leave, an extra day shall be added to the MPPP's annual leave for each such day.
- (e) Payment to a MPPP in respect of annual leave must not be less than the sum of the following amounts:
  - (i) the employee's ordinary rate of salary as prescribed by this Award for the period of such leave; and
  - (ii) a further amount calculated at the rate of 17.5% of the amounts referred to in clause 23.3(e)(i), calculated on a maximum of four week's leave.

72. By deleting clause 22.4 and inserting the following in lieu thereof:

**22.4 Provision of relief for medical practitioners with private practice**

- (a) Taking of leave will be arranged by agreement between the employer and employee.
- (b) A MPPP will be entitled to the equivalent of one full day free from duty each week. Time free from duty may accumulate up to five days at the employer's discretion (having regard to the clinical needs of the service in which the employee is engaged), or up to nine days by agreement between the employer and the employee.
- (c) Subject to clause 22.4(b) time free from duty may not be deferred without agreement of the employee.
- (d) Where the employer requires the presence of a medical practitioner at a hospital during the absence of a MPPP, the employer (in consultation with the employee) will appoint a relieving medical officer. The employer must ensure that relief is provided where relief is required to enable an employee to take leave entitlements (including relief days free from duty).

- (e) Leave (including relief days free from duty) will not be deemed to commence until the employee has actually been relieved and must be calculated in clear days (i.e. midnight to midnight).
- (f) The employer must not accommodate a relieving medical officer in a residence usually occupied by a MPPP who is on leave unless:
  - (i) discrete self-contained accommodation is available for that purpose; or
  - (ii) the consent of the MPPP is first obtained.

73. By deleting clause 23 and inserting the following in lieu thereof:

**23. Personal leave**

- (a) Personal leave is provided for in Division 6 of the QES and covers:
  - (i) sick leave;
  - (ii) carer's leave;
  - (iii) bereavement leave; and
  - (iv) cultural leave.
- (b) In addition to the provisions of Subdivision 2 of Division 6 of the QES an employee is entitled to use any sick leave to which they have an entitlement for carer's leave purposes.
- (c) An employee may also elect, with the consent of the employer, to take annual leave for carer's leave purposes.
- (d) An application for sick leave of more than 3 days is to be supported by a medical certificate or any other evidence that is acceptable to the employer.

*Note: Where a directive about sick leave or bereavement leave covers an employee, the provisions of the relevant directive apply to the employee to the extent it provides a more generous entitlement.*

74. By deleting clause 24 and inserting the following in lieu thereof:

**24. Parental leave**

- (a) Parental leave is provided for in Division 8 of the QES and covers:
  - (i) birth-related leave for an employee who is pregnant or whose spouse gives birth;
  - (ii) adoption leave; and
  - (iii) surrogacy leave.
- (b) Notwithstanding the provisions of Subdivision 2 of Division 8 of the QES, all full-time and part-time employees are entitled to parental leave upon commencement of employment.
- (c)
  - (i) An employee who is pregnant, whether or not she has given her employer written notice of the date/s on which she proposes to start and/or end maternity leave, must:
    - (A) commence maternity leave at least 6 weeks prior to the expected date of birth of her child; and

- (B) remain on maternity leave until at least 6 weeks after the birth of the child.
- (ii) An employer may at the request of the employee and on receipt of a certificate from a medical practitioner certifying that in the opinion of the medical practitioner:
  - (A) the employee is fit for duty until a specified date - reduce the period mentioned in clause 24(c)(i)(A); or
  - (B) the employee is fit to resume duty - reduce the period mentioned in clause 24(c)(i)(B).
- (iii) If the employer makes a decision under clause 24(c)(ii)(A) to reduce the period, the approval is of effect until:
  - (A) the day specified in the medical certificate; or
  - (B) the day 14 days after the day the employer revokes the decision by giving written notice to the employee; or
  - (C) the employee commences maternity leave; or
  - (D) the day of the employee's confinement,whichever happens first.
- (d) An employee who is pregnant, during the term of her pregnancy until 6 weeks before the expected date of birth of her child or lesser period as approved by the employer, may request to work part-time or other flexible work arrangements.
- (e) An employee who has taken leave to attend compulsory interviews or examinations as part of an adoption process or who has taken leave to attend compulsory interviews or court hearings associated with a surrogacy arrangement may request that such leave be taken as paid annual leave.
- (f) In addition to the provisions of Subdivision 6 of Division 8 of the QES an employee who has returned to work on a part-time basis may seek to return to the position they held prior to commencing parental leave.
- (g) If the position mentioned in clause 24(f) no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position that is, as nearly as possible, comparable in status and remuneration to that of the employee's former position.
- (h) The employer must make a position to which the employee is entitled available to the employee.
- (i) An employee who is the parent of a child may apply, at any time, to their employer to work on a part-time basis in order to be the child's primary caregiver when not at work.
  - (ii) The requirements concerning the manner in which the employee may make an application to work part-time under clause 24(i)(i) are the same as those contained in the QES with respect to applications to return to work on a part-time basis for an employee on parental leave (i.e. s 75).
  - (iii) The period in relation to which an application under clause 24(i) may be made cannot extend beyond the day the child is required to be enrolled for compulsory schooling under the *Education (General Provisions) Act 2006*.

- (iv) The requirements concerning the manner by which the employer is to assess any application by an employee to work part-time are the same as those contained in the QES with respect to assessing applications to return to work on a part-time basis for an employee on parental leave (i.e. s 76).

*Note: Where a directive about paid parental leave covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*

75. By deleting clause 25 and inserting the following in lieu thereof:

**25. Long service leave**

- (a) Long service leave, including for casual employees, is provided for in Division 9 of the QES. Clauses 25(b) to (d) supplement the QES.
- (b) In lieu of the provisions of sections 95(2)(a) and (b) of the Act, all employees who complete 10 years' continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service.
- (c) Employees who have completed 7 years' continuous service are entitled to take long service leave on full pay or half pay.
- (d) Employees are entitled to a cash equivalent of long service leave in the following circumstances:

Specific circumstances	Minimum period of continuous service
Retrenchment	1
Ill health retirement	5
Retirement if 55 years or older	5
Death	5
Termination except where termination is due to dismissal or career advancement	7
All other circumstances	10

*Note: Where a directive about long service leave covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*

76. By deleting clause 26 and inserting the following in lieu thereof:

**26. Public holidays**

- (a) Public holidays are provided for in Division 10 of the QES. Clause 26(b) supplements the QES provisions.
- (b) **Public holidays - resident medical officers and senior medical officers**
- (i) A resident medical officer or senior medical officer (other than a casual employee) who would normally work on a day on which a public holiday falls and who is not required to work on that day shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday.
- (ii) (A) A resident medical officer or a senior medical officer who works ordinary hours on a public holiday, **other than** on Labour Day, Show Day or Easter Saturday, shall be paid at the rate of time and one-half for all ordinary hours worked.

- (B) An employee who works ordinary hours on a public holiday which occurs on a Saturday or Sunday shall be paid at the rate of double time and one-half for all time worked.
  - (C) An employee who works ordinary hours on Labour Day will be paid at the rate of double time and one-half for all time worked with a minimum payment of 4 hours.
  - (D) An employee who works ordinary hours on Show Day or Easter Saturday will be paid at the rate of double time and one-half for all time worked.
- (iii) Subject to clause 26(b)(iv), where a resident medical officer or a senior medical officer is on a rostered day off on Labour Day, Show Day or Easter Saturday:
- (A) they may be paid an additional day's wage; or
  - (B) they may be granted a day's holiday in lieu at a time to be mutually arranged between the employer and the employee concerned; or
  - (C) an extra day may be added to their annual leave for each such day on which they are on a rostered day off.
- (iv) In the case of Easter Saturday, clause 26(b)(iii) does not apply to an employee who is not ordinarily required to work on a Saturday.
- (v) For ordinary hours worked on a public holiday, payments under this clause are to be made on a majority of shift basis, in accordance with clause 19.3 of this Award.

77. By deleting clause 27 and inserting the following in lieu thereof:

**27. Jury service**

Jury service is provided for in Division 12 of the QES.

78. By deleting the heading of Part 7 in both the Table of Contents and the Award itself and inserting in lieu thereof:

**PART 7 - Transfers, Travelling, Board and Lodging**

79. By deleting clauses 29 and inserting the following in lieu thereof:

**29. Appointment and secondment expenses - resident medical officers**

- (a) All reasonable costs incurred by a resident medical officer when seconded to another health facility will be met by the employer.
- (b) Where such secondment exceeds four weeks the resident medical officer will be reimbursed all reasonable costs incurred by the employee's spouse and family in taking up the secondment.
- (c) All reasonable costs on appointment incurred by resident medical officers shall be paid by the appointing employer.

80. By deleting clause 30 and inserting the following in lieu thereof:

**30. Travelling and relieving expenses - resident medical officers**

An employee who is required to:

- (a) travel on official duty; or
- (b) take up duty away from the employee's usual place of work to relieve another employee; or
- (c) perform special duty,

is to be reimbursed actual and reasonable expenses for accommodation, meals and incidental expenses necessarily incurred by the employee.

*Note: Where a directive about travelling and relieving expenses covers a resident medical officer, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*

81. By deleting clause 31 and inserting the following in lieu thereof:

**31. Excess travelling time - resident medical officers**

The general conditions applicable for the compensation of excess travelling time for an eligible employee who is required to travel on official business are:

- (a) attending approved seminars and agency courses; and
- (b) outside ordinary hours; and
- (c) away from normal headquarters.

*Note: Where a directive about excess travel covers a resident medical officer, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*

82. By deleting clauses 33(c) and (d) and inserting the following in lieu thereof:

- (c) Within each Hospital and Health Service and relevant work area/unit in the Department, a consultative mechanism and procedures involving representatives of management, employees and relevant unions shall be established as determined by the employer, having regard to the size, structure and needs of the employer.
- (d) Following consultation the employer shall develop a learning and development strategy consistent with:
  - (i) the current and future needs of the employer;
  - (ii) the size, structure and nature of the operations of the employer;
  - (iii) the need to develop vocational skills relevant to the employer through courses conducted wherever possible by accredited educational institutions and providers.

83. By deleting clause 35 and inserting the following in lieu thereof:

**35. Union encouragement**

- (a) The parties recognise the right of individuals to join a union and will encourage that membership. However, it is also recognised that union membership remains at the discretion of individuals.
- (b) An application for union membership and information on the relevant union/s will be provided to all employees at the point of engagement.
- (c) Information on the relevant union/s will be included in induction materials.



- (d) Union representative/s will be provided with the opportunity to discuss union membership with new employees.

84. By deleting clause 36(b) and inserting the following in lieu thereof:

- (b) Employees will be given full access to union delegates/officials during working hours to discuss any employment matter or seek union advice, provided that service delivery is not disrupted and work requirements are not unduly affected.

85. By deleting clause 37 and inserting the following in lieu thereof:

**37. Industrial relations education leave**

- (a) Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow employees to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.
- (b) Employees may be granted up to 5 working days (or the equivalent hours) paid time off (non-cumulative) per calendar year, approved by the employer, to attend industrial relations education sessions.
- (c) Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than 5 working days (or the equivalent). Such leave will be subject to consultation between the employer, the relevant union and the employee.
- (d) Upon request and subject to approval by the employer, employees may be granted paid time off in special circumstances to attend management committee meetings, union conferences, and Australian Council of Trade Unions (ACTU) Congress.
- (e) The granting of industrial relations education leave or any additional special leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the hospital and health service/work unit concerned. At the same time, such leave shall not be unreasonably refused.
- (f) At the discretion of the employer, employees may be granted special leave without pay to undertake work with their union.

86. By deleting clause 38 and inserting the following in lieu thereof:

**38. Right of entry**

- (a) Authorised industrial officer
  - (i) An 'authorised industrial officer' is any union official holding a current authority issued by the Industrial Registrar.
  - (ii) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the union.
- (b) Entry procedure
  - (i) An authorised industrial officer may enter a workplace at which an employer carries on a calling of the officer's organisation, during the employer's business hours, to exercise a

power under Chapter 9, Part 1, Division 5, Subdivision 2 of the Act as long as the authorised industrial officer:

- (A) has notified the employer or the employer's representative of the officer's presence; and
  - (B) produces their authorisation, if required by the employer or the employer's representative.
- (ii) Clause 38(b)(i) does not apply if, on entering the workplace, the officer discovers that neither the employer nor the employer's representative having charge of the workplace is present.
  - (iii) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
  - (iv) If the authorised industrial officer does not comply with a condition of clause 38(b)(i) the authorised industrial officer may be treated as a trespasser.
- (c) Inspection of records
- (i) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 339 of the Act.
  - (ii) An authorised industrial officer is entitled to inspect such time and wages records of any current employee except if the employee:
    - (A) is ineligible to become a member of the authorised industrial officer's union; or
    - (B) has made a written request to the employer that they do not want their record inspected.
  - (iii) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
  - (iv) A person must not, by threats or intimidation, persuade or attempt to persuade an employee or prospective employee to make, or refuse to make, a written request to the employer or prospective employer that the record not be available for inspection by an authorised industrial officer.
- (d) Discussions with employees
- An authorised industrial officer is entitled to discuss with the employer, or a member or employee eligible to become a member of the union:
- (i) matters under the Act during working or non-working time; and
  - (ii) any other matter with a member or employee eligible to become a member of the union, during non-working time.
- (e) Conduct
- (i) The employer must not obstruct the authorised industrial officer exercising their right of entry powers.
  - (ii) An authorised industrial officer must not wilfully obstruct the employer, or an employee during the employee's working time.

*Note: Clause 38 - Right of Entry, deals with comparable provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to Chapter 9, Part 1, Division 5 of the Act as amended from time to time.*

87. By deleting the heading of Schedule 1 and inserting the following in lieu thereof, as well as updating the heading of Schedule 1 in the Table of Contents:

**Schedule 1 - Work areas/units included in Department of Health (as at 1 March 2017)**

88. By inserting a new Schedule 2, as well as updating the Table of Contents, as follows:

**Schedule 2 - Directives Which Apply to Employees Covered by this Award**

**Directives extended by the operation of Schedule 3 of the *Public Service Regulation 2008***

- Domestic travelling and relieving expenses
- Early retirement, redundancy and retrenchment
- International travelling, relieving and living expenses
- Paid parental leave
- Recognition of previous service and employment
- Recruitment and selection
- Transfer and appointment expenses
- Transfer within and between classification levels and systems

**Directives which apply as a term of this Award**

The terms of directives about the matters specified below shall apply to employees covered by this Award until 14 September 2017 after which, where a directive covers an employee, the provisions of the directive continue to apply to the employee.

- Hours, overtime and excess travel (insofar as it relates to excess travel)
- Locality allowances (this directive applies to resident medical officers and senior medical officers only)
- Long service leave
- Sick leave
- Special leave (insofar as it relates to bereavement leave)

Dated: 1 March 2017

By the Commission,  
M. Shelley,  
Deputy Industrial Registrar.

Operative Date: 1 March 2017  
Determination - Correction of error

Released: 9 March 2017