QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 156 - Certification of an agreement

Medical Officers' (Queensland Health) Certified Agreement (No. 2) 2009
(CA/2009/130)

DEPUTY PRESIDENT SWAN 16 November 2009

CERTIFICATE

This matter coming on for hearing before the Commission on 16 November 2009 the Commission certifies the following written agreement:

Medical Officers' (Queensland Health) Certified Agreement (No. 2) 2009 (CA/2009/130) [as amended]

made between:

- Queensland Department of Health (Queensland Health) (ABN 66 329 169 412)
- The Queensland Public Sector Union of Employees
- Salaried Doctors Queensland, Industrial Organisation of Employees
- Office of the Medical Board

The agreement was certified by the Commission on 16 November 2009 and shall operate from the date of certification by the Queensland Industrial Relations Commission (i.e. 16 November 2009) until its nominal expiry on 31 May 2012.

This agreement replaces CA/2005/576 (Medical Officers' (Queensland Health) Certified Agreement (No. 1) 2005).

By the Commission.

D.A. SWAN
Deputy President

MEDICAL OFFICERS' (QUEENSLAND HEALTH) CERTIFIED AGREEMENT (NO.2) 2009

TABLE OF CONTENTS

1.1 Title

This Agreement shall be known as the *Medical Officers' (Queensland Health) Certified Agreement (No. 2) 2009*.

1.2 Parties Bound

The parties to this Agreement are the:

- Queensland Department of Health (Queensland Health) (ABN 66 329 169 412);
- The Queensland Public Sector Union of Employees (QPSU);
- Salaried Doctors Queensland Industrial Organisation of Employees (SDQ); and
- Office of the Medical Board.

1.3 Application

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

- Medical officers employed by Queensland Health (i.e. Health Service Districts, Clinical and Statewide Services, Public Health Services and Corporate Office) who are employed pursuant to awards listed in Clause 1.6; the QPSU; the SDQ; and to the Director-General Department of Health as the employer in relation to such employees; and
- Medical officers employed by the Office of the Medical Board who are employed pursuant to the awards listed in Clause 1.6; the QPSU; the SDQ and to the Executive Officer, Office of the Medical Board as the employer in relation to such employees.

1.4 Date and Period of Operation

This agreement shall operate from its date of certification and shall have a nominal expiry date of 31 May 2012.

1.5 Renewal or Replacement of Agreement

The parties to this Agreement shall commence discussions at least six months prior to the expiration of this agreement.

1.6 Relationships with Awards, Agreement and Other Conditions

This agreement will replace the *Medical Officers' (Queensland Health) Certified Agreement (No.1) 2005* (MOCA1).

The *Medical Officers' (Queensland Health) Certified Agreement (No.1) 2005 (MOCA1)* and the *Medical Officers' (Queensland Health) Memorandum of Understanding 2005* shall cease to apply from the date of certification of this agreement.

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

- *Medical Superintendents with Right of Private Practice and Medical Officers with Right of Private Practice – Queensland Public Hospitals Award – State 2003*;
- *Public Service Medical Officers' Award – State 2003*;
- *District Health Services Senior Medical Officers' and Resident Medical Officers' Award – State 2003.*

1.7 Objectives of the Agreement

The parties to this agreement are committed to:

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

1.8 Posting of the Agreement

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

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

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

The parties will use their best endeavours to co-operate in order to avoid grievances arising between the parties or between an employer and individual employees. The emphasis will be on negotiating a settlement at the earliest possible stage in the process. Two or more current grievances made by the same employee about related matters, or a grievance from more than one employee about related matters may be dealt with as one grievance.

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

(i) A grievance is identified at the local level by a recognised union representative, the employee/s concerned or a management representative and an initial discussion should take place at this level. This stage shall take no longer than 7 days;

(ii) If the parties at the local level cannot resolve the matter, it should be referred to either the relevant union official for the enterprise in the case of employees or to the district management (or equivalent) in the case of management, for resolution. This stage shall take no longer than 14 days;

(iii) If the matter cannot be resolved, then either party shall refer the matter to the Medical Officer Certified Agreement (No.2) Consultation Group (MOCA2 Consultation Group). Where the MOCA2 Consultation Group forms a unanimous view on the resolution of the grievance, this is the position that must be accepted and implemented by the parties and shall be given effect by the Chief Executive Officer;

(iv) Where a bona fide safety issue is involved the Health Service District (or equivalent) shall ensure that:

- The status quo prior to the existence of the grievance or dispute is to continue while the procedure is being followed; and/or
- Employees shall not work in an unsafe environment. Where appropriate the employees shall accept reassignment to alternative suitable work/work environment in the meantime;
- The employer/management in conjunction with the Occupational Health and Safety Committee will promptly ensure that the problem/s is/are resolved having regard to occupational health and safety standards;

(v) Provided that maintenance of the status quo shall not apply in an unsafe environment; and

(vi) If the matter identified in subclause (iii) remains unresolved then either party may refer the matter to the Queensland Industrial Relations Commission.

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

For the purposes of this clause of the agreement status quo shall mean:
"Whilst the grievance is being followed, work shall continue as it was prior to the grievance occurring except in cases of safety hazards, sexual harassment, or conflict between a religious or other similar belief and the performance of a specific authorised work activity."

1.10 Sign-on payment

Medical officers will be paid a one-off 'sign-on' payment in the amount set out in Schedule 2. To be eligible for the payment of the 'sign-on' payment an employee must be employed by Queensland Health on the date of certification. The amount of the 'sign-on' payment is not determined by hours worked but by pay level. The 'sign-on' payment will be paid through payroll and treated normally for taxation purposes, but is not included in the calculation for payment of superannuation or leave loading.

PART 2 – WAGE AND SALARY RELATED MATTERS

2.1 Wage Increases

2.1.1 Wage increases shall be paid in 3 instalments as follows:

(i) 4.5% or $34 per week, whichever is the greater, from 1 June 2009;
(ii) 4%, or $34 per week, whichever is the greater, from 1 June 2010; and
(iii) 4%, or $34 per week, whichever is the greater, from 1 June 2011.

2.1.2 The first increase to wages or allowances or other monetary amounts if provided by this Agreement will be paid from 1 June 2009 unless otherwise specified.

2.2 Minimum Wage Adjustment

It is a term of this agreement that any State Wage Case increase shall be compared with the increases prescribed under Clause 2.1 of this agreement.

Provided that any annual State Wage Case increase which would provide a higher overall annual wage increase than those prescribed in Clause 2.1 shall be applied from the operative date of the State Wage Case.

2.3 Salary Sacrificing

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

(a) '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.

(b) '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.

(c) '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 an employee who earns $60,000 gross salary, sacrifices $10,000, income tax would be payable only on $50,000.

2.3.2 Salary sacrificing arrangements will be made available to the following employees covered by this agreement in accordance with Public Sector Industrial and Employee Relations (PSIER) Circular C3-09 and any other relevant PSIER Circulars issued from time to time:

(a) permanent full time and part time employees;

(b) temporary full time and part time employees; and

(c) long-term casual employees as determined by the Act.

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

2.3.4 Employees may elect to sacrifice the lesser of the following amounts:

(a) 50% of the salary payable under Schedule 1 of this agreement; or

(b) where employees 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.

2.3.5 Where an employee who is ineligible for the FBT exemption cap sacrifices benefits attracting FBT, the employee will be liable for such FBT.

2.3.6 Under the FBT legislation, the FBT exemption cap applies to all taxable fringe benefits provided by the employer, whether through the salary sacrifice arrangements or otherwise. Where an employee who is eligible for the FBT exemption cap sacrifices benefits attracting FBT, the employee will be liable for any FBT caused by the FBT exemption threshold amount being exceeded as a result of participation in the salary sacrifice arrangements. To remove any doubt, any benefits provided by the employer separate from the salary sacrifice arrangements take first priority in applying the FBT exemption cap.

2.3.7 Despite clause 2.3(iv), employees may sacrifice up to 100% of their salary for superannuation.

2.3.8 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 employees are reduced or eliminated at any time during the term of this agreement, the employees' rights under this agreement in respect of salary sacrifice/packaging will be varied accordingly and the rest of the agreement will continue in force.

2.3.9 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 employee'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.

2.3.10 The individual salary packaging arrangements of any employee will remain confidential at all times. Proper audit procedures will be put in place which may include private and/or Auditor-General reviews. Authorised union officials will be entitled to inspect any record of the employer and external salary packaging bureau service to ensure compliance with the salary sacrificing arrangements, subject to the relevant industrial legislation.

2.3.11 Where the employee has elected to sacrifice a portion of the payable salary under Schedule 1 of this agreement:

(a) subject to ATO requirements, the sacrificed portion will reduce the salary subject to appropriate tax withholding deductions by the amount sacrificed;
(b) any allowance, penalty rate, overtime, weekly workers' compensation benefit, or other payment, to which an employee is entitled under their respective award, 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 sacrificing arrangements;
(c) salary sacrificing arrangements will be maintained during all periods of leave on full pay, including the maintenance of cash and non-cash benefits; and
(d) the employee's salary for superannuation purposes and severance and termination payments will be the gross salary which the employee would receive if not taking part in salary sacrificing arrangements.

2.3.12 The following principles will apply to employees who avail themselves of salary sacrificing:

(a) 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 employee;
(b) 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 employee not engaged in salary sacrificing;
(c) the employee may cancel any salary sacrificing arrangements by giving one month's notice of cancellation to the employer, and similarly the employer will give the employee one month's notice of termination;
(d) The Government strongly recommends that employees obtain independent financial advice prior to taking up a salary package;
(e) there will be no significant additional administrative workload or other ongoing costs to the employer;
(f) additional administrative and FBT costs are to be met by the employee; and
(g) 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 employee as part of the salary package, if they wish to maintain the salary sacrifice arrangement.

2.4 Award Maintenance

The Queensland Industrial Relations Commission State Wage increases awarded during 2009 and the period up to, and including, the nominal expiry date of this agreement shall be absorbed into the wage increases provided by Clause 2.1 of this agreement.

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

The employer will support union applications to amend any of the parent awards to this agreement to incorporate wage adjustments based upon the MOCA1 during the life of this agreement.

The employer will consent to applications made after the nominal expiry date of this agreement to amend any of the parent awards to incorporate wage adjustments and the new classification structure contained within this agreement.

2.5 Classification Structure, Appointments, Increments and Progression

2.5.1 A new classification structure was implemented by MOCA1 on 1 January 2006 for Medical Officers employed under the *District Health Services – Senior Medical Officers' and Resident Medical Officers' Award – State 2003*. This certified agreement retains the MOCA1 classification structure, as set out in clause 2.5.2 below. Salaries and salary ranges applicable to employees covered by this agreement shall be those prescribed in Schedule 1.

2.5.2 Salaries and salary ranges shall apply as follows:

	Classification	**Level/s**	**Known As**
(a)	Intern	1	RMO1
(b)	Resident Medical Officer	2-3 inclusive	RMO2 to RMO3
(c)	Principal House Officer	4-7 inclusive	PHO1 to PHO4
(d)	Registrar	4-9 inclusive	REG1 to REG6

	Classification	Level/s	Known As
(e)	Senior Registrar	10-13 inclusive	SREG1 to SREG4
(f)	Medical Officer General Practitioner Medical Superintendent / Deputy and Assistant Medical Superintendent	13-14 inclusive	C1-1 to C1-2
(g)	Medical Officer General Practitioner with FRACGP* Medical Officer Credentialed Practice Medical Superintendent / Deputy and Assistant Medical Superintendent with FRACGP*	13-17 inclusive	C1-1 to C1-5
(h)	Medical Officer General Practitioner with FRACGP* – Senior Status Medical Officer Credentialed Practice – Senior Status Medical Superintendent / Deputy and Assistant Medical Superintendent with FRACGP* – Senior Status	18	C2-1
(i)	Medical Officer Advanced Credentialed Practice Medical Superintendent / Deputy and Assistant Medical Superintendent Advanced Credentialed Practice	18-23 inclusive	C2-1 to C2-6
(j)	Medical Officer Advanced Credentialed Practice – Senior Status Medical Superintendent / Deputy and Assistant Medical Superintendent Advanced Credentialed Practice – Senior Status	24-25 inclusive	C3-1 to C3-2
(k)	Staff Specialist Medical Superintendent / Deputy and Assistant Medical Superintendent with FRACMA	18-24 inclusive	MO1-1 to MO1-7
(l)	Staff Specialist – Senior Status Medical Superintendent / Deputy and Assistant Medical Superintendent with FRACMA – Senior Status	25-27 inclusive	MO2-1 to MO2-3
(m)	Staff Specialist – Eminent Status Medical Superintendent / Deputy and Assistant Medical Superintendent with FRACMA – Eminent Status	28	MO3-1
(n)	Staff Specialist – Pre-Eminent Status Medical Superintendent / Deputy and Assistant Medical Superintendent with FRACMA – Pre-Eminent Status	29	MO4-1

* Or other qualification/fellowship as determined by the Queensland Health State Credentials Committee

2.5.3 A new medical officer shall be placed at a point within the relevant salary range according to their years of relevant experience in that capacity or years of eligibility for vocational registration.

Provided that, in the case of clause 2.5.2(k), a new medical officer shall be placed at a point within the relevant salary range according to their years of eligibility for specialist registration.

2.5.4 (a) In the case of clauses 2.5.2(b), (c), (d), (e), (g), (i), and (k), a medical officer shall progress through the salary range by annual increments on their anniversary date.

(b) In the case of clause 2.5.2(f), a 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 5 years.

(c) In the case of clauses 2.5.2(h), a 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 2 years and has received satisfactory Performance Appraisal and Development reports for at least 2 years.

Provided that a medical officer may be appointed to such position by appointment to an advertised vacancy.

(d) In the case of clauses 2.5.2(j), a 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 2 years and has received satisfactory Performance Appraisal and Development reports for at least 2 years.

Provided that a medical officer may be appointed to such position by appointment to an advertised vacancy.

Provided further that a medical officer shall progress to Level 25 by an annual increment on their anniversary date.

(e) In the case of clauses 2.5.2(l), a medical officer shall not be entitled to proceed by incremental progression to Level 25 unless the medical officer has been eligible for specialist registration for at least 7 years and has received satisfactory Performance Appraisal and Development reports for at least 2 years.

Provided that a medical officer may be appointed to such position by appointment to an advertised vacancy.

Provided further that a medical officer shall progress through the salary range by annual increments on their anniversary date.

(f) In the case of clause 2.5.2(m) & (n), a medical officer shall not be entitled to proceed via incremental progression to Levels 28 and 29. Appointment to Levels 28 and 29 shall be in accordance with the criteria and application process contained in HR Policy B10 as amended or replaced by agreement of the parties.

The process developed for appointing medical officers to eminent or pre-eminent status, outlined in HR Policy B10, shall be reviewed by the MOCA2 Consultation Group within six months of certification of this agreement. MOCA2 Consultation Group shall give consideration to matters including but not limited to the composition of the assessment panel, non-metropolitan factors and recognition of clinical excellence."

(g) Senior medical officers must be given the opportunity to participate in a performance appraisal and development process that will enable them to meet the requirements of clauses 2.5.4 (c), (d) and (e). Where Senior medical officers have not been provided the opportunity to participate in such a process, they will increment to the next level in the absence of substantiated unsatisfactory performance reports.

2.5.5 (a) In MOCA 1 the parties agreed to introduce new classification levels for medical officers engaged in advanced credentialed practice in disciplines recognised by the State Recognition of Practice Committee (SRPC) and approved by the Director-General.

(b) The following disciplines have been recognised to date:

- Rural generalist medicine;
- Clinical forensic medicine;
- Generalist emergency medicine;
- Addiction medicine;
- Sexual health medicine.

(c) The following disciplines will be assessed for determination by the Committee under this clause, with the determination having effect from 1 January 2006:

- Breast medicine;
- Mental health.

(d) The recognition of practice process has and will continue to provide SMOs:

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

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

(f) Disciplines which are assessed for determination apart from those listed in paragraph (b) and (c) during the life of this agreement will have effect from the date of approval of recognition by the chief executive officer of Queensland Health.

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

2.5.6 (a) In lieu of the director allowance prescribed in clause 5.8.5 of the *District Health Services – Senior Medical Officers' and Resident Medical Officers' Award – State 2003*, the clinical manager allowance prescribed in Schedule 1 shall be paid to a Medical Officer (other than a Medical Superintendent / Deputy and Assistant Medical Superintendent with FRACMA) appointed to a position of Director.

Provided that a Medical Superintendent/Deputy and Assistant Medical Superintendent with FRACMA shall be paid the medical manager allowance prescribed in Schedule 1.

(b) The allowance may be considered as an all purpose allowance and included when calculating the following entitlements:

(i) Overtime;
(ii) Option A contract payment;
(iii) Loading on recreation leave; and
(iv) Superannuation purposes.

2.6 Progression to Senior Medical Superintendent with Right of Private Practice

2.6.1 Following the certification of MOCA1, the provisions outlined in clause 5.5 of the *Medical Superintendents with Right of Private Practice and Medical Officers with Right of Private Practice – Queensland Public Hospitals Award – State 2003* ceased to apply.

2.6.2 A Medical Superintendent with Right of Private Practice paid at MSR4 shall be entitled to progress to senior status after a further 7 years service and where they have received satisfactory Performance Appraisal and Development reports for at least 2 years.

2.6.3 Provided that a Medical Superintendent with Right of Private Practice may be appointed to such position by appointment to an advertised vacancy.

2.6.4 Provided further that a Medical Superintendent with Right of Private Practice shall progress through the salary range by annual increments on their anniversary date.

2.6.5 A Medical Superintendent with Right of Private Practice must be given the opportunity to participate in a Performance Appraisal and Development process that will enable them to meet the requirements of clause 2.6.2.

Where Medical Superintendents with Right of Private Practice have not been provided the opportunity to participate in such a process, they will increment to senior status in the absence of substantiated unsatisfactory performance reports in relation to their performance.

The absence of substantiated unsatisfactory performance reports in relation to relevant Medical Officers will be deemed to meet the Performance Appraisal and Development requirement, where the Performance

Appraisal and Development process has not been available to a Medical Superintendent with the Right of Private Practice.

2.7 Application of the C-Scale to MS/MORPPs for MS/MORPPs undertaking advanced practice

An MS/MORPP will be eligible to be translated proportionately to the "Medical Officer Advanced Credentialed Practice" salary range (Level 18 to 25 or C2-1 to C3-2) for the purposes of salary determination only, if all the following criteria are met:

i) the hospital in which the MS/MORPP works provides a minimum Maternity Service Level 1, in accordance with the Clinical Services Capability Framework; and
ii) the MS/MORPP's approved role description, as a consequence, specifies obstetrics or anaesthetics as required advanced rural skills; and
iii) the MS/MORPP is granted credentialed scope of clinical practice in obstetrics or anaesthetics.

In such circumstances the MS/MORPP is not entitled to any of the Right of Private Practice Options available to senior medical officers and all other terms and conditions remain in accordance with the Medical Superintendents with Right of Private Practice and Medical Officers with Right of Private Practice – Queensland Public Hospitals Award – State 2003.

PART 3 – INDUSTRIAL RELATIONS MATTERS AND CONSULTATION

3.1 Collective Industrial Relations

The employer is committed to collective agreements and does not support non-union agreements or Queensland Workplace Agreements.

The parties to this agreement acknowledge that structured, collective industrial relations will continue as a fundamental principle. The principle recognises the important role of the union in the workplace and the traditionally high levels of union membership in the workplaces subject to this agreement.

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

3.2 Consultative Forums

The parties to this agreement will establish consultancy forums as required on an agreed basis.

3.3 Commitment to Consultation

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

The parties to this Agreement are committed to involving employees and their union representatives in the decision-making processes affecting the workforce. Employees will be encouraged to participate in the consultation processes by allowing adequate time to understand, analyse, seek appropriate advice from their union and respond to such information.

Consultation requires the exchange of timely information relevant to the issues at hand, and a genuine desire for the consideration of each party's views, before making a final decision.

3.4 Medical Officer Certified Agreement (No.2) Consultation Group

The MOCA2 Consultation Group will be the peak consultative forum for medical officers and their union within Queensland Health in relation to industrial matters and implementing this agreement.

The MOCA2 Consultation Group shall oversee matters relating to this agreement referred by the District Consultative Forums (DCFs) or their equivalent. Where appropriate, sub groups of the MOCA2 Consultation Group will be established by agreement between the parties.

3.5 Replacement of Existing Staff and Reporting of Staffing Levels

It is expected that local management will commence reasonable action to replace medical officers who resign, terminate, transfer or are promoted, as soon as is practicable after notification of the potential vacancy is received.

The MOCA2 Consultation Group will have a role in monitoring medical officer staffing levels within Queensland Health. To assist the MOCA2 Consultation Group to undertake this role, it is agreed that various Queensland Health facilities may be required to provide the MOCA2 Consultation Group with detailed information on medical officer staffing levels and the actions that have been taken to replace medical officers who have either resigned, terminated, transferred, or been promoted.

The MOCA2 Consultation Group will agree the scope and frequency of such reporting taking into consideration the accuracy of available information, the work involved in preparing such data and whether the information will assist in furthering positive cultural change in Queensland Health.

PART 4 – WHOLE OF GOVERNMENT MATTERS

4.1 Parental Leave

Employees' entitlement to parental leave will be adjusted as follows:

(1) 14 weeks paid maternity leave which may be taken at half pay for double the period of time;
(2) 14 weeks paid adoption leave for the primary carer of the adopted child which may be taken at half pay for double the period of time;
(3) Employees on paid maternity leave or primary carers on paid adoption leave may access any accrued entitlement to paid sick leave provided that the period of illness is 1 week or more, is not related to the pregnancy and adequate evidence such as a medical certificate is provided;
(4) Employees on unpaid parental leave are no longer entitled to access accrued entitlement to paid sick leave but this may be granted at the discretion of the employers in exceptional circumstances.

4.2 Long Service Leave

Employees' entitlement to long service leave will be adjusted as follows:

(1) Employees may take leave on a pro rata basis after 7 years continuous service but are only entitled to payment in lieu of leave on termination after 10 years continuous service;
(2) Employees may take long service leave at half pay for double the period of time;
(3) The minimum period of leave is 1 week;
(4) Where an employee voluntarily reverts to a lower classification, the employee shall be entitled to leave accrued as at the date of the reversion at the salary applicable at the date of the reversion.

4.3 Recreation Leave

Subject to service delivery requirements and financial considerations, the employer may approve an application to take recreation leave at half pay for double the period of time.

4.4 Purchased Leave

Purchased leave arrangements are adjusted to permit the purchase of 6 weeks leave in a 12 month period, subject to service delivery requirements.

PART 5 – JOB SECURITY

5.1 The employer is committed to job security for its permanent employees.

5.2 The parties acknowledge that job security for employees assists in ensuring workforce stability, cohesion and motivation and hence is central to achieving the objectives of this agreement.

5.3 All resident medical officers will be offered Queensland Health appointments. Queensland Health will release a policy to support the use of extended appointments for resident medical officers. Queensland Health will maximise offers of extended fixed term appointments to resident medical officers selected in the state-wide annual recruitment program commencing with the 2011 intake.

Appointment documentation will be standardised by Queensland Health to preserve consistency in application across the state.

5.4 Queensland Health recognises the special needs of resident medical officers and the crucial role they play in providing services to Queensland Health. Although such resident medical officers apply annually to Queensland Health for training positions, they shall be treated as permanent employees for the purposes of long service leave, maternity leave, professional development leave, purchased leave arrangements, half pay recreation leave and other leave arrangements that may arise during the term of this agreement.

5.5 For the purpose of clause 5.4, services will be considered continuous where it is not broken for periods of more than 12 months, not including any periods of paid or cash equivalent leave.

PART 6 – EMPLOYMENT CONDITIONS

6.1 38 hour week – Resident Medical Officers

6.1.1 The ordinary hours of work of resident medical officers are 38 hours a week. The ordinary hours of work may be performed on one of the following bases, most suitable to the particular work location, after consultation with, and giving reasonable consideration to the wishes of the employee concerned:

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

6.1.2 The employer and employees concerned may agree that the ordinary hours of work are to exceed 7.6 ordinary hours on any one day up to a maximum of 12 hours thus enabling standard ordinary hours of duty to be completed in fewer days within the work cycle. All ordinary time worked in excess of 10 hours in any one shift will be paid at the applicable overtime rates for that day.

6.1.3 The outcome of such consultation must be recorded in writing.

6.1.4 Despite the consultative procedures outlined above, and despite lack of agreement by employees, the employer will have the right to make the final determination as to the method outlined in clause 6.1.1, by which the 38 hour week is implemented or worked from time to time.

6.1.5 The method of working the 38 hour week may be altered, from time to time, upon giving 14 days' notice or such shorter period as may be mutually agreed upon following negotiations between the employer and employees concerned, utilising the forgoing provisions of this clause, including clause 6.1.4.

6.1.6 Different methods of working the 38 hour week may apply to individual employees, groups or sections of employees in each location or speciality concerned.

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

6.1.8 The employer will ensure that arrangements are implemented that facilitates resident medical officers being able to access Accrued Days Off. Where agreement is reached to bank accrued days off, resident medical officers must be rostered off for the required number of individual days or for a corresponding block of days. Resident medical officers are not to be rostered to work overtime on an Accrued Day Off, unless this has been agreed with the individual employee. However, where an employee is rostered to work overtime or recalled to work due to emergent circumstances they will be paid at relevant overtime rates for all work performed upon an Accrued Day Off.

The MOCA2 Consultation Group will conduct every 6 months (or other period agreed by the MOCA2 Consultation Group) a review of accrued days off accessed by resident medical officers. Such a review will identify and examine the reasons behind apparent low levels of access to accrued days off.

6.1.9 Where, as at the date of termination of service, an employee has accumulated time towards an accrued day or days off in accordance with this clause, and been unable to access same, such employee will be paid for the time so accrued at the employee's ordinary rate of pay.

6.1.10 Routine duties worked outside of ordinary hours are to be included in rosters.

6.2 40 hour week – Senior Medical Officers

6.2.1 The ordinary hours of work for senior medical officers are 40 hours a week within the span of 7am to 6pm, Monday to Friday. The ordinary hours of work may be performed on one of the following bases, most suitable

to the particular work location, after consultation with, and giving reasonable consideration to the wishes of the employee concerned:

(a) By officers working 8 continuous ordinary hours (excluding the meal break) each day; or
(b) By officers working less than 8 continuous ordinary hours (excluding the meal break) each day on one or more days each work cycle; or
(c) By officers working more than 8 continuous ordinary hours (excluding the meal break) and rostering employees off on various days of the week during a particular work cycle, so that each employee has additional days off during the cycle.

6.2.2 Subject to the provisions of the hours of duty clause, officers may agree that the ordinary hours of work are to exceed 8 ordinary hours on any one day up to a maximum of 10 hours (as prescribed in the hours of duty clause), or up to 12 ordinary hours on weekends or public holidays, thus enabling standard ordinary hours of duty to be completed in fewer days within the work cycle.

6.2.3 The outcome of such consultation must be recorded in writing.

6.2.4 Despite the consultative procedures outlined above, and despite lack of agreement by employees, the employer will have the right to make the final determination as to the method outlined in clause 6.2.1, by which the 40 hour week is implemented or worked from time to time.

6.2.5 The method of working the 40 hour week may be altered, from time to time, upon giving 14 days' notice or such shorter period as may be mutually agreed upon following negotiations between the employer and employees concerned, utilising the forgoing provisions of this clause, including clause 6.2.4.

6.2.6 Different methods of working the 40 hour week may apply to individual employees, groups or sections of employees in each location or speciality concerned.

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

6.2.8 Where, as at the date of termination of service, an employee has accumulated time towards an accrued day or days off in accordance with this clause, and been unable to access same, such employee will be paid for the time so accrued at the employee's ordinary rate of pay.

6.2.9 Where an employee is recalled to work they will be paid at relevant overtime rates for all work performed upon an Accrued Day Off.

6.2.10 No entitlement exists for the payment of a Flexibility Allowance as provided in Clause 5.8.6 of the *District Health Services – Senior Medical Officers' and Resident Medical Officers' Award – State 2003*.

6.3 Extended Hours of Work – Senior Medical Officers

6.3.1 Extended Hours of Work

Extended hours work arrangements may be implemented for senior medical officers between the hours of 7.00am to 10.00pm, Monday to Sunday.

In recognition of the fact that senior medical officers have traditionally worked ordinary hours between 8.00am and 6.00pm Monday to Friday, senior medical officers who enter into extended hours arrangements will be entitled to the payment of a flexibility allowance of 10% for any ordinary time worked between Monday and Friday where the major portion of the day is worked between the hours of 4.00pm and 7.00am.

6.3.2 Circumstances where extended hours may be implemented

A Health Service District may consider the implementation of extended hours of work in circumstances where it can be demonstrated there is a need to address issues associated with fatigue, where junior medical officers require additional supervision and support into the evening or during busy weekend periods, or where additional benefit to patients could be achieved when such arrangements are both safe and effective.

6.3.3 Process for implementing new extended hours arrangements or making significant and long-lasting amendments to existing extended hours arrangements

A District or a group of medical officers wishing to implement new extended hours arrangements, or make significant and long-lasting amendments to existing extended hours arrangements will adopt the following procedure:

(a) notify the other relevant parties, the QPSU and SDQ;

(b) present all parties with a draft proposal for consultation that includes the following standard criteria:

(i) The rationale for the proposal;

(ii) The type of work to be performed and the reasons for this;

(iii) The mechanisms by which consultation will occur;

(iv) The number and mix of existing staff working in the affected area, including the number that may choose not to work weekends (if this is proposed);

(v) Implementation time frames that provide a reasonable period of time for meaningful consultation with affected senior medical officers, the QPSU and SDQ;

(vi) The proposed length, timing and frequency of rostered work periods;

(vii) Confirmation that ordinary work hour requirements can be met without the need to roster ordinary time overtime. This should take into consideration coverage of ordinary rostered hours and all forms of leave;

(viii) The nominated method that will be used to develop rosters eg. self-rostering etc;

(ix) The arrangements that will be implemented to ensure maintenance of effective communication amongst senior medical officers within the work area and the senior medical officers' ability to participate in quality assurance and education activities;

(x) Identification of fatigue related risks and appropriate control measures;

(xi) Circumstances under which extended hours arrangements will be suspended and/or ceased eg. Significant loss of staff participating on the roster or significant increase in the distribution of after hours work amongst affected senior medical officers; and

(xii) Any other relevant matters.

(d) All affected employees, the QPSU and SDQ will be invited to participate in meaningful consultations giving due consideration to any concerns and modifying the proposal where appropriate;

(e) A secret ballot of affected medical officers will be utilised to determine if the affected medical officers in the workgroup support the proposal;

(f) Agreement to implement extended hours arrangements will be subject to agreement of the majority of affected medical officers involved in the extended hours roster;

(g) Where the proposal is supported by the majority of affected medical officers, the QPSU and SDQ, it shall be forwarded to the MOCA2 Consultation Group for its consideration and endorsement. The MOCA2 Consultation Group will give particular consideration to whether any medical officer has been coerced during the consultation phase prior to making a decision to endorse;

(h) Where the parties are unable to reach agreement on the implementation of extended working hours arrangements, either party may seek to have the MOCA2 Consultation Group oversee the facilitation of appropriate and meaningful consultation between local management and affected employees, the QPSU and SDQ.

6.3.4 Extended Hours Rosters

(a) The employer shall give reasonable consideration to the personal and emergent circumstances of employees working extended hours. Where practicable, the employer shall balance operational requirements with the emergent needs of individual employees.

(b) Rosters should be formulated in anticipation of the likelihood of crib breaks being required as outlined in clause 6.3.8(a)(viii).

(c) Senior medical officers will be provided at least 4 weeks notice of the roster for extended hours, however rosters may be changed to reflect emergent needs.

(d) The Clinical Director must be notified of and approve any shift changes agreed between senior medical officers.

6.3.5 Evaluation of Extended Hours Arrangements

(a) An examination of existing shift work arrangements may be requested by individual work areas. All requests must be in writing to the District CEO and be supported by the majority of affected employees. The examination will address those items included in clause 6.3.3 (b) (iv) to (xii) and will focus on addressing concerns raised by either employees or management.

(b) Six months after the commencement of extended hours arrangements the parties will undertake a joint evaluation at the local level, of the arrangements implemented. If a majority of affected medical officers request an evaluation at any time thereafter, it must be conducted if any of the circumstances described in clause 6.3.3 (b)(xi) have arisen, or an evaluation has not been conducted for a period of 2 years or more. The evaluation will include representatives from the QPSU and SDQ and have regard for:

(i) Adherence to and continued relevance of agreed criteria for implementation;

(ii) The view of the stakeholders as to the success and/or suitability of the new arrangements;

(iii) Incidence of fatigue;

(iv) Any other matter either party may consider relevant in determining the effectiveness and ongoing suitability of the arrangements.

(c) When the evaluation has been completed the roster will continue when:

(i) the majority of affected senior medical officers agree to continue the roster; and
(ii) appropriate fatigue risk control measures can be implemented for all identified fatigue risks;

Or, until circumstances arise as outlined in clause 6.3.3 (b)(xi) ie circumstances which give rise to suspension or cessation of the arrangements, or where the employer makes a decision the arrangement is no longer required..

(d) The MOCA2 Consultation Group is to be notified where it is decided to either suspend or cancel the extended hours arrangement.

6.3.6 Working of ordinary hours between 10.00pm and 7.00am

(a) Where a medical officer identifies that they wish to work ordinary hours between 10.00pm and 7.00am, they must raise this with district management.

(b) District management must ensure affected work areas are consulted in relation to the impacts such a change will have on the workplace. The District CEO delegate will need to confirm that the necessary workplace changes can be achieved to accommodate the medical officer's request.

(c) Where district management, the QPSU and SDQ support such an application, the individual medical officer and the District CEO will jointly refer the request to the MOCA2 Consultation Group for endorsement. Where it is clear that the employee is voluntarily requesting such an arrangement, the MOCA2 Consultation Group will endorse the work arrangements put forward for approval. The union will not unreasonably withhold consent to support the application.

(d) Such a decision by that individual will not be deemed to be the norm for the performance of work in that workplace. However, should the services of the individual medical officer terminate, this will not preclude the employer from advertising to fill such a vacancy consistent with those work arrangements, where the work of other employees has been rearranged to accommodate the individual medical officer's request. Other medical officers currently employed will not be coerced into working the ordinary hours 10.00pm to 7.00am shifts that have been vacated by the terminating employee.

(e) Where the individual medical officer's circumstances change and they no longer wish to participate in such arrangements, they will be at liberty to withdraw with the giving of 3 months notice, unless otherwise agreed between the employer and the employee. Such notice period will allow the necessary changes to other work arrangements to occur. Other medical officers currently employed will not be coerced into working the ordinary hours 10.00pm to 7.00am shifts that have been withdrawn from.

(f) A medical officer working ordinary hours between 10.00pm and 7.00am will be paid a 15% loading for ordinary hours worked between Monday and Friday where the major portion of such is worked between the hours 4.00pm and 7.00am on the following day. All other payments will be in accordance with clause 6.3.8 (a).

6.3.7 Employees engaged and work arrangements in place prior to certification of this agreement

(a) Senior medical officers engaged prior to date of certification of this agreement will not be required to participate in weekend extended hours arrangements, unless they choose to do so voluntarily.

(b) Clause 6.3.7 (a) will not have application in circumstances where an employee is engaged on or after date of certification of this agreement.

6.3.8 Payment for Working Extended Hours

(a) Arrangements implemented following certification of this agreement

(v) A senior medical officer will receive 15% loading for ordinary time worked between Monday and Friday where the major portion of their rostered hours on that day is worked between the hours 4.00pm and 10.00pm. The 15% loading is in addition to the flexibility allowance provided for in clause 6.3.1 and neither of these are payable in addition to overtime;

(ii) (A) Where a senior medical officer ceases their ordinary hours of duty after 6.00pm, that employee must be paid an allowance of 15% per hour for all time worked after 6.00pm;

(B) Clause 6.3.8 (a)(ii)(A) does not apply to an employee entitled to the payment under clause 6.3.8(a)(i), or to weekend penalty rates;

(C) In calculating the allowance prescribed in this clause payment must be made to the nearest quarter of an hour.

(iii) Where the majority of ordinary work is performed on Saturday all related continuous ordinary hours of work will be paid at time and a half;

(iv) Where the majority of ordinary work is performed on Sunday all related continuous ordinary hours of work will be paid at double time;

(v) All ordinary work performed on Good Friday, the 25th day of April (Anzac Day), Christmas Day, New Years Day, the 26th day of January (Australia Day), Easter Monday, the Birthday of the Sovereign and Boxing Day will be paid at time and a half;

(vi) All ordinary work performed on Labour Day, Show Day and Easter Saturday will be paid at double time and a half;

(vii) No entitlement exists for the payment of a Flexibility Allowance as provided in Clause 5.8.6 of the *District Health Services – Senior Medical Officers' and Resident Medical Officers' Award – State 2003*;

(viii) At least half an hour meal break to be taken during the afternoon or evening where the major portion of ordinary hours are worked between the hours of 4.00pm and 10.00pm (or 4.00pm to 8.00am in relation to clauses 6.3.6 or 6.3.8 (b)), which can be taken as a crib break and counted as work time in those cases where the employee remains on duty on site during the meal break period or attends official meetings during such period.

6.4 Overtime – Resident Medical Officers

6.4.1 A resident medical officer performing additional hours of duty in excess of the ordinary hours specified in clause 6.1 of this agreement shall be, subject to the Medical Superintendent or their delegate determining that payment is justified, paid for such excess duty hours as follows:

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

6.4.2 Without prejudice to existing entitlements under the relevant award, an employee, who having become entitled to the payment of double time, will continue to be paid at that rate, including subsequent periods of recall prior to the commencement of their next ordinary starting time notwithstanding that such periods may occur after midnight.

6.4.3 Payment in terms of clauses 6.4.1 and 6.4.2 will not be unreasonably withheld by the employer.

6.5 Overtime – Senior Medical Officers

6.5.1 A senior medical officer will only be entitled to the payment of overtime in respect of clinical duties or other approved duties performed outside or in excess of ordinary hours. Management shall not require attendance at meetings, teaching or administrative activities outside of rostered ordinary hours of work.

6.5.2 A senior medical officer who is required to work after the cessation of their ordinary hours (for those participating in flexible work arrangements in accordance with clause 6.2), or 8 hours, whichever is the greater period, shall for such excess hours be paid overtime at the rate of one and one-half times the ordinary hourly rate taken to the nearest quarter of an hour for the first 3 hours and double time thereafter other than overtime on a Sunday, which will be paid at double time.

6.5.3 All recall payments will be made in accordance with clause 6.12 of the *District Health Services – Senior Medical Officers' and Resident Medical Officers' Award – State 2003.* Clause 6.4.9 of the Award was replaced with clause 6.5.6 MOCA 1 from 1 January 2006.

6.5.4 All overtime performed between midnight and 7.00am shall be paid at the rate of double the ordinary hourly rate calculated at $1/80^{th}$ of the senior medical officer's fortnightly salary taken to the nearest quarter of an hour. Where overtime continues after 7.00am, the senior medical officer shall continue to be paid double time until either that continuous period of overtime ceases or ordinary hours commence.

6.5.5 All overtime performed on the first rostered day off shall be paid at time and a half and all overtime performed on the second rostered day off shall be paid at double time. Overtime performed on any accrued day off shall be paid at the rate of one and one-half times the ordinary hourly rate for the first 3 hours and double time thereafter. Overtime on all such days will be taken to the nearest quarter of an hour with a minimum of 2 hours work or payment thereof.

6.5.6 All overtime performed on a public holiday shall be paid at the rate of double time and one-half the ordinary hourly rate calculated at $1/80^{th}$ of the senior medical officer's fortnightly salary taken to the nearest quarter of an hour. This clause does not operate in respect of ordinary hours worked on a public holiday for which the provisions of clauses 6.3.8 (v) or 6.3.8 (vi) apply.

6.6 Professional Development Assistance – Senior Medical Officers

6.6.1 All senior medical officers will be paid a professional development allowance to the value of $20,000 pa, which will be paid as a fortnightly allowance.

6.6.2 All professional development leave will be subject to the approval of the Clinical Director or Medical Superintendent.

6.6.3 Senior medical officers will accrue 3.6 weeks professional development leave per year for a maximum of 10 years.

6.6.4 The provisions of this clause will have full application to International Medical Graduates.

6.7 Professional Development Assistance – Public Service Medical Officers

6.7.1 All Public Service Medical Officers will be paid a professional development allowance to the value of $20,000 pa, which will be paid as a fortnightly allowance.

6.7.2 All professional development leave will be subject to the approval of the Clinical Director or Medical Superintendent.

6.7.3 Public Service Medical Officers will accrue 3.6 weeks professional development leave per year for a maximum of 10 years.

6.8 Professional Development Assistance – MSRPPs/MORPPs

6.8.1 All Medical Superintendents with Right of Private Practice (MSRPP) and Medical Officers with Right of Private Practice (MORPP) will be paid a professional development allowance to the value of $20,000 pa, which will be paid as a fortnightly allowance.

6.8.2 All professional development leave will be subject to the approval of the Clinical Director or Medical Superintendent.

6.8.3 MSRPPs and MORPPs will accrue 3.6 weeks professional development leave per year for a maximum of 10 years.

6.9 Professional Development Assistance – Resident Medical Officers

6.9.1 Professional Development Leave

(a) All resident medical officers, other than Interns, will be entitled to accrue 1 week of professional development leave per year in addition to existing exam leave entitlements.

(b) This leave may be accumulated for a period of up to 2 years, as long as the resident medical officer remains in continuous employment with Queensland Health as a resident medical officer.

(c) Leave will not be cashed out upon cessation of employment. However, the MOCA2 Consultation Group will conduct every 6 months (or other period agreed by the MOCA2 Consultation Group) a review of professional development leave accessed by resident medical officers. Such a review will identify and examine the reasons behind apparent low levels of professional development leave access in facilities where it is identified professional development leave is not being regularly accessed.

6.9.2 Professional development leave accrued for resident medical officers will continue to be available to the person in their employment with Queensland Health after their cessation as a resident medical officer. The above is subject to the limitations upon accruals for Senior medical officers.

6.9.3 Access to training courses

(a) Interns will be provided with reasonable access to courses that will enable safe clinical practice (eg. EMST, APLS or equivalent nationally accredited courses offered by Queensland Health and country relieving preparation courses), at no cost to the employee, during ordinary working hours as they have no entitlement to professional development leave under this clause.

(b) Resident medical officers, other than Interns will be provided with reasonable access to courses that will enable safe clinical practice (eg. EMST, APLS or equivalent courses offered by Queensland Health and country relieving preparation courses), at no cost to the employee, during ordinary working hours where it is necessary to carry out the duties required by the employer.

6.9.4 Vocational Training Subsidy

(a) All resident medical officers who confirm their acceptance and remain in a vocational training program will be entitled to the payment of a vocational training subsidy of $1500 per annum.

(b) The subsidy will be paid as a fortnightly allowance, with payment to commence from the first day of the pay period following the resident medical officer providing satisfactory evidence of their acceptance as a vocational trainee with one of the specialty colleges..

(c) Where a resident medical officer ceases to participate in a vocational training program they will advise their employer in writing of their change in status within 7 days of ceasing to be a vocational trainee. All overpayments made as a result of non-compliance with this clause will be fully recoverable by the Employer.

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

6.10 On Call

6.10.1 On call allowance rates recognise the disadvantages of holding oneself available on call and the clinical need to provide telephone advice whilst on call.

6.10.2 On Call – Resident Medical Officers

(a) "On Call":

(i) "Proximate call" is the availability of a resident medical officer to be on duty within 10 minutes of being recalled.

(ii) "Remote call" is the availability of a resident medical officer to be on duty within 30 minutes of being recalled.

(b) Where a resident medical officer receiving salary level 1 to 3 inclusive is instructed to hold themselves available on call outside ordinary or rostered working hours, they will be paid a rate equivalent to 7% of the salary level 4 hourly pay rate for each hour on call.

(c) Where a resident medical officer receiving salary level 4 to 13 inclusive is instructed to hold themselves available on call outside ordinary or rostered working hours, they will be paid a rate equivalent to 8% of the salary level 4 hourly pay rate for each hour on call.

(d) Where a resident medical officer is placed on proximate call, they will be paid a rate equivalent to 10% of the salary level 4 hourly pay rate for each hour on proximate call.

6.10.3 On Call – Senior Medical Officers

Where a senior medical officer is instructed to be available on call outside ordinary or rostered working hours, the senior medical officer will be paid a rate equivalent to 12% of the hourly pay rate for a salary level 24 for each hour on call.

6.11 Meal Breaks

Medical officers will be entitled to have a meal break clear of work commitments. Where meal breaks cannot be accessed medical officers will be paid overtime, at the applicable rate for that particular day, for a period of 30 minutes, other than in the circumstances outlined in clause 6.3.8 (a)(viii).

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

6.12 Higher Duties – Resident Medical Officers

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

6.12.2 Resident medical officers are encouraged to raise with their Clinical Director in the first instance, or their Medical Superintendent if necessary, any reasonably founded concerns they may have in relation to being placed on call beyond their current level of professional capability.

6.13 Supplementary/Private Practice Benefits

Upon appointment, senior medical officers will be offered a supplementary benefit/private practice option.

Where there is an ability to participate in private practice and the senior medical officer elects to receive the supplementary benefit/private practice payment, it will be a requirement for the senior medical officer to participate in private practice arrangements.

The parties agree that the formulae for calculation of Option A benefits at the date of certification of this agreement will not be varied unless by agreement of the parties. Agreement will not be unreasonably withheld.

The formulae for calculation of benefits under Options P, R and B will not be varied without consultation with the QPSU and SDQ.

6.14 Rosters

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

PART 7 – FATIGUE RELATED MATTERS

7.1 Reduction in Maximum Hours of Duty for Resident Medical Officers

In no case will a resident medical officer be required to be on duty beyond a maximum of 16 hours. This maximum will be reduced to 14 hours, 12 months from the date of certification of the agreement and then reduced to 12 hours, 24 months from the date of certification of the agreement.

During the transitional phase, should extraordinary circumstances arise relating to clinical services a resident medical officer may agree to work a maximum of 16 hours in the first 12 months after the agreement is certified and then a maximum of 14 hours in the following 12 month period.

The parties agree to a consent variation of clause 6.1.5 of the *District Health Services - Senior Medical Officers' and Resident Medical Officers' Award – State 2003* once this agreement has expired to give ongoing effect to the provisions.

7.2 Implementation of 10 Hour Break for Senior Medical Officers

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

During the first 12 months from the date of certification of the agreement the "fatigue break" will be 8 hours as an entitlement and 10 hours where practicable. After this period expires (that is, 12 months from the date of certification of the agreement) a 10 hour fatigue break will be the entitlement.

Provided that fatigue leave will not be attracted where a period of overtime of 2 hours or less is worked whilst on-call.

7.3 Implementation of 10 Hour Break for Resident Medical Officers

During the first 12 months after the date of certification of the agreement, where practicable, a resident medical officer will be provided with 10 hours off duty ("fatigue break") before being required to be on duty again. Fatigue payments will continue to apply according to clause 6.13 of the *District Health Services - Senior Medical Officers' and Resident Medical Officers' Award – State 2003*, should a resident medical officer not receive at least 8 hours off duty.

After the 12 month period expires (that is, the period of 12 months after the date of certification of the agreement) a 10 hour fatigue break will be the entitlement. All references to "8 consecutive hours" in clause 6.13 of the *District Health Services - Senior Medical Officers' and Resident Medical Officers' Award – State 2003* will be read as "10 consecutive hours".

7.4 Limited Extension of Fatigue Provisions for Overtime Performed on Weekends

Where a resident medical officer is placed on-call on Saturdays and/or Sundays, the resident medical officer cannot be recalled to duty for a period of 12 consecutive hours or more, without being provided with a mandatory 8 hours break immediately following that period of recall. The 8 hours reference will be increased to 10 hours in accordance with the timeframes outlined in 7.3.

7.5 MS/MORPPs - Time Free From Duty

Medical Superintendents and Medical Officers with Rights of Private Practice will be entitled to a guaranteed 8 days free from duty in each 28 day period in which duties are performed under the Medical Superintendents with Right of Private Practice and Medical Officers with Right of Private Practice – Queensland Public Hospitals Award – State 2003.

PART 8 – NON-METROPOLITAN PROGRAM

8.1 Purpose and elements of program

The parties have agreed to implement a non-metropolitan program with the purpose of gaining:

- Maximum value for the non-metropolitan workforce;
- Maximum recruitment/retention impact where most needed;

- Best value for money for the state;
- Greatest efficiency and effectiveness in implementation.

Three different incentive schemes will be used to achieve this purpose:

(i) Inaccessibility Incentive;

(ii) Regional Development Incentive; and

(iii) Regional Incentive.

The full details of these schemes are included in Schedule 3 of this agreement.

PART 9 – WORKPLACE BULLYING

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

Queensland Health will ensure that adequate education and training will be provided to all staff to ensure workplace bullying issues can be addressed at the local level.

Parties to a workplace bullying incident may agree to mediation to attempt to resolve the situation. Appropriate counselling may be provided to any affected staff.

If the matter cannot be addressed at a local level to the satisfaction of the affected staff member/s, the grievance process (IRM 3.5) can be accessed. Any grievance in relation to workplace bullying can be made in written form directly to the Director General or approved delegate as outlined in IRM 3.5.

Where relevant, investigation outcomes will ensure that any offender is appropriately counselled and, if required, disciplinary processes under the *Public Service Act 1996* will be used.

PART 10 – ORGANISATIONAL CHANGE AND RESTRUCTURING

Organisational change and restructuring shall follow the agreed change management processes as outlined in the Queensland Health Change Management Guidelines. While ensuring the spirit of the guidelines is maintained, in applying the document, the parties acknowledge that it has been designed as guidelines to be applied according to the circumstances.

Consultative arrangements required to be followed in the management of any organisational change and restructuring proposal will be in accordance with the Queensland Health Change Management Guidelines, which includes consultation with the relevant union/s.

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

Where individuals unreasonably refuse to participate or cooperate in deployment/redeployment and retraining processes, the full provisions for managing redundancies shall be followed. No employee shall be redeployed against their will. In those cases where the offering of Voluntary Early Retirements (VERs) to selected employees is necessary, this will occur in full consultation with the relevant union/s.

PART 11 - EQUITY CONSIDERATIONS

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

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

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

PART 12 – LEAVE RESERVED/NO EXTRA CLAIMS

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

(1) The employees, the Union or the Employer will not pursue any extra claims relating to wages or changes in conditions of employment or any other matters related to the employment of the employees, whether dealt with in the agreement or not;

(2) This agreement covers all matters or claims that could otherwise be subject to protected action under the Act and its successors.

SCHEDULE 1

WAGE RATES

CORPORATE OFFICE

PUBLIC SERVICE MEDICAL OFFICERS' AWARD – STATE 2003

Classification Level	Wage Rates payable from 01/06/09		Wage Rates payable from 01/06/10		Wage Rates payable from 01/06/11	
	Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
	$	$	$	$	$	$
L1	3,816.30	99,565	3,969.00	103,548	4,127.80	107,691
L2	4,097.80	106,909	4,261.70	111,185	4,432.20	115,633
L3	4,416.80	115,231	4,593.50	119,841	4,777.20	124,634
L4	4,553.60	118,800	4,735.70	123,551	4,925.10	128,492
L5	4,689.20	122,338	4,876.80	127,232	5,071.90	132,322
L6	4,826.60	125,923	5,019.70	130,960	5,220.50	136,199
L7	4,963.30	129,489	5,161.80	134,668	5,368.30	140,055
L8	5,116.30	133,481	5,321.00	138,821	5,533.80	144,373
L9	5,383.80	140,459	5,599.20	146,079	5,823.20	151,923
L10	5,560.00	145,056	5,782.40	150,859	6,013.70	156,893
L11	5,732.80	149,565	5,962.10	155,547	6,200.60	161,769
L12	6,082.00	158,675	6,325.30	165,023	6,578.30	171,623
L13	6,231.50	162,575	6,480.80	169,079	6,740.00	175,842
L14	6,493.70	169,416	6,753.40	176,191	7,023.50	183,238

HEALTH SERVICE DISTRICT

DISTRICT HEALTH SERVICES – SENIOR MEDICAL OFFICERS' AND RESIDENT MEDICAL OFFICERS' AWARD – STATE 2003

Classification Level	Paypoint	Wage Rates payable from 01/06/09		Wage Rates payable from 01/06/10		Wage Rates payable from 01/06/11	
		Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
		$	$	$	$	$	$
L1	RMO 1	2,240.10	58,443	2,329.70	60,780	2,422.90	63,212
L2	RMO 2	2,426.70	63,311	2,523.80	65,844	2,624.80	68,479
L3	RMO 3	2,613.40	68,182	2,717.90	70,908	2,826.60	73,744
L4	REG 1	3,220.10	84,010	3,348.90	87,370	3,482.90	90,866
L5	REG 2	3,313.40	86,444	3,445.90	89,901	3,583.70	93,496
L6	REG 3	3,406.70	88,878	3,543.00	92,434	3,684.70	96,131
L7	REG 4	3,546.70	92,531	3,688.60	96,233	3,836.10	100,081
L8	REG 5	3,640.20	94,970	3,785.80	98,769	3,937.20	102,719
L9	REG 6	3,733.50	97,404	3,882.80	101,299	4,038.10	105,351
L10	SREG 1	4,106.70	107,141	4,271.00	111,427	4,441.80	115,883
L11	SREG 2	4,246.80	110,796	4,416.70	115,229	4,593.40	119,839
L12	SREG 3	4,386.80	114,448	4,562.30	119,027	4,744.80	123,788
L13	SREG 4	4,525.30	118,062	4,706.30	122,784	4,894.60	127,697
L13	C1-1	4,525.30	118,062	4,706.30	122,784	4,894.60	127,697
L14	C1-2	4,666.80	121,753	4,853.50	126,624	5,047.60	131,688
L15	C1-3	4,807.60	125,427	4,999.90	130,444	5,199.90	135,662
L16	C1-4	4,950.40	129,152	5,148.40	134,318	5,354.30	139,690
L17	C1-5	5,091.80	132,841	5,295.50	138,156	5,507.30	143,682
L18	C2-1	5,226.80	136,363	5,435.90	141,819	5,653.30	147,491
L19	C2-2	5,366.80	140,016	5,581.50	145,617	5,804.80	151,443
L20	C2-3	5,527.50	144,209	5,748.60	149,977	5,978.50	155,975
L21	C2-4	5,646.80	147,321	5,872.70	153,215	6,107.60	159,343
L22	C2-5	5,786.80	150,973	6,018.30	157,013	6,259.00	163,293
L23	C2-6	5,926.80	154,626	6,163.90	160,812	6,410.50	167,245
L24	C3-1	6,071.20	158,393	6,314.00	164,728	6,566.60	171,318
L25	C3-2	6,250.50	163,071	6,500.50	169,593	6,760.50	176,377
L18	MO1-1	5,226.80	136,363	5,435.90	141,819	5,653.30	147,491
L19	MO1-2	5,366.80	140,016	5,581.50	145,617	5,804.80	151,443
L20	MO1-3	5,527.50	144,209	5,748.60	149,977	5,978.50	155,975
L21	MO1-4	5,646.80	147,321	5,872.70	153,215	6,107.60	159,343
L22	MO1-5	5,786.80	150,973	6,018.30	157,013	6,259.00	163,293
L23	MO1-6	5,926.80	154,626	6,163.90	160,812	6,410.50	167,245
L24	MO1-7	6,071.20	158,393	6,314.00	164,728	6,566.60	171,318
L25	MO2-1	6,250.50	163,071	6,500.50	169,593	6,760.50	176,377
L26	MO2-2	6,440.10	168,018	6,697.70	174,738	6,965.60	181,728
L27	MO2-3	6,626.90	172,891	6,892.00	179,807	7,167.70	187,000
L28	MO3-1	6,906.80	180,193	7,183.10	187,402	7,470.40	194,897
L29	MO4-1	7,280.20	189,935	7,571.40	197,532	7,874.30	205,435

* See Clause 2.5 Implementation of Classification Structure for detail.

HEALTH SERVICE DISTRICT

MEDICAL SUPERINTENDENTS WITH RIGHT OF PRIVATE PRACTICE AND MEDICAL OFFICERS WITH RIGHT OF PRIVATE PRACTICE – QUEENSLAND PUBLIC HOSPITALS AWARD – STATE 2003

Classification Level	Paypoint	Wage Rates payable from 01/06/09		Wage Rates payable from 01/06/10		Wage Rates payable from 01/06/11	
		Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
		$	$	$	$	$	$
Medical Officers with Right of Private Practice	MOR 1-1	4,076.40	106,350	4,239.50	110,606	4,409.10	115,030
	MOR 1-2	4,204.60	109,695	4,372.80	114,083	4,547.70	118,646
	MOR 1-3	4,327.20	112,894	4,500.30	117,410	4,680.30	122,106
Medical Superintendents with Right of Private Practice	MSR 1-1	4,076.40	106,350	4,239.50	110,606	4,409.10	115,030
	MSR 1-2	4,204.60	109,695	4,372.80	114,083	4,547.70	118,646
	MSR 1-3	4,327.20	112,894	4,500.30	117,410	4,680.30	122,106
	MSR 1-4	4,455.50	116,241	4,633.70	120,890	4,819.00	125,724
Senior Medical Superintendents with Right of Private Practice	MSR 2-1	4,582.80	119,562	4,766.10	124,344	4,956.70	129,317
	MSR 2-2	4,725.10	123,274	4,914.10	128,205	5,110.70	133,335

MEDICAL MANAGERS AND CLINICAL MANAGERS ALLOWANCES

Allowance Detail	Allowance Level	Wage Rates payable from 01/06/09		Wage Rates payable from 01/06/10		Wage Rates payable from 01/06/11	
		Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
		$	$	$	$	$	$
Clinical Managers Allowance	CM1	209.10	5,455	217.50	5,674	226.20	5,901
	CM2	313.60	8,182	326.10	8,508	339.10	8,847
	CM3	418.10	10,908	434.80	11,344	452.20	11,798
	CM4	522.70	13,637	543.60	14,182	565.30	14,748
	CM5	627.20	16,363	652.30	17,018	678.40	17,699
	CM6	731.70	19,090	761.00	19,854	791.40	20,647
	CM7	836.30	21,818	869.80	22,692	904.60	23,600
Medical Managers Allowance	MM1	156.90	4,093	163.20	4,258	169.70	4,427
	MM2	261.40	6,820	271.90	7,094	282.80	7,378
	MM3	470.50	12,275	489.30	12,765	508.90	13,277
	MM4	679.50	17,728	706.70	18,437	735.00	19,176
	MM5	888.60	23,183	924.10	24,109	961.10	25,074
	MM6	1,045.30	27,271	1,087.10	28,362	1,130.60	29,497
	MM7	1,202.20	31,365	1,250.30	32,619	1,300.30	33,924
	MM8	1,358.90	35,453	1,413.30	36,872	1,469.80	38,346
	MM9	1,515.80	39,546	1,576.40	41,127	1,639.50	42,773
	MM10	1,620.30	42,272	1,685.10	43,963	1,752.50	45,721

SCHEDULE 2

'SIGN ON' PAYMENT

Level	Payment
L 1	$1,049
L2	$1,136
L3	$1,223
L4	$1,508
L5	$1,551
L6	$1,595
L7	$1,660
L8	$1,704
L9	$1,744
L10	$1,923
L11	$1,988
L12	$2,053
L13	$3,018
L14	$3,114
L15	$3,207
L16	$3,303
L17	$3,396
L18	$3,487
L19	$3,580
L20	$3,688
L21	$3,767
L22	$3,861
L23	$3,955
L24	$4,050
L25	$4,170
L26	$4,297
L27	$4,421
L28	$4,608
L29	$4,857
MOR 1-1	$1,908
MOR 1-2	$1,968
MOR 1 -3	$2,026
MSR 1-1	$1,908
MSR 1-2	$1,968
MSR 1-3	$2,026
MSR 1-4	$2,085
MSR 2-1	$2,145
MSR 2-2	$2,212

SCHEDULE 3

1. NON-METROPOLITAN PROGRAM

1.1 Inaccessibility Incentive Scheme

1.1.1 Application

(a) The inaccessibility incentive scheme will apply to senior medical officers and resident medical officers; who are employed in the locations listed below.

SMO & RESIDENT MEDICAL OFFICER INACCESSIBILITY INCENTIVE SCHEME *

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

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

*****Applies to part time RESIDENT MEDICAL OFFICER's and SMO's on a pro-rata basis.

[1.] Payable as a full monetary incentive or used to fund broadband internet access and/or remote motor vehicle options outlined in 1.1.2(a) with remaining difference paid as an monetary incentive.

(b) Employees must complete the period of service specified for their location as outlined above. All continuous service from 1 September 2005 will be recognised, however pro rata entitlements will not be paid upon cessation of employment in that location.

(c) RRMA 4-7 communities have been included, with the exception of Hervey Bay/Maryborough and Noosa and Caloundra since these cannot be considered to experience the same level of "inaccessibility factor" in recruitment and retention of medical staff. RRMA categories have been graded using additional criteria of remoteness/inaccessibility and indigenous status. The categorisation of communities will be determined and maintained by the MOCA2 Consultation Group.

(d) The scheme is in recognition of the varied needs of medical officers working in such locations and includes assistance for such things as additional personal and family costs associated with everyday living expenses and travel for recreation, schooling of dependents and personal professional development.

(e) The MOCA2 Consultation Group will have the authority to review or amend the scheme from time to time to ensure it continues to meet the principles outlined in 1.1.3.

1.1.2 Benefits

(a) Employees will be eligible for a monetary incentive; and non-monetary incentives, including:

- Broadband internet access at home for the family of the medical officer;
- Motor vehicle options specifically relevant to rural and remote road travel.

(b) The total benefit will not exceed the dollar amount specified for that location specified in 1.1.1.

(c) Benefits will be payable as follows:

(i) Eligible beneficiaries in Inaccessibility Incentive category 1 to 3 locations will be paid half the annual benefit upon the completion of every 6 months eligible service;

(ii) Eligible beneficiaries in Inaccessibility Incentive category 3 to 6 locations will be paid the full annual benefit upon the completion of 12 months eligible service;

(iii) Where service occurs across different categories it will be paid on a pro-rata basis for each of the categories;

(iv) No benefit will be payable where the minimum periods of either 6 or 12 months are not worked except in the case of resident medical officers as specified in 1.1.2 (c) (v);

(v) Resident Medical Officers in a recognised vocational training program will be paid the benefit on a pro-rata basis upon the completion of a cumulative total of 4 months or greater in eligible rotations in any one calendar year.

1.1.3 Application and Management

The scheme will be applied and managed from a single centre (ie. developing 'Rural Medical Workforce Collaboration' or its equivalent) in a case management approach which:

(a) Is sensitive to different regional circumstances;

(b) Applies incentives with greatest utility to the workforce;

(c) Achieves maximum application of the scheme to the workforce;

(d) Is efficient;

(e) Is consistent;

(f) Is supportive of the workforce in the spirit of an incentive scheme;

(g) Is applied as shown in 1.1.1.

1.1.4 Relevant communities deemed eligible for the 'Inaccessibility Incentive Scheme' under 1.1 also may be eligible for benefit under the 'Regional Incentive Scheme' (1.3).

1.2 Regional Development Incentive Scheme

Application

(a) The Regional Development Incentive Scheme (RDIS) will apply to four regional centres in evident need of substantially improved medical staff recruitment and retention, these are: (i) Mackay; (ii) Rockhampton; (iii) Bundaberg; and (iv) Maryborough/Hervey Bay.

(b) For the period 1 September 2008 to 31 August 2011 a $1.5M per annum investment will apply as follows:

(i) Component A - $100,000 per annum will be allocated to each of the four centres to be used for the training and development of resident medical officers.

(ii) Component B - $1.1M per annum will be divided into a retention bonus payable on the completion of each 12 months to those senior medical officers who are permanent employees (either full time or part time) having completed at least 24 months continuous service with any of the four centres listed above.

(c) An employee who receives benefit under this scheme has no entitlement to continuation of this benefit after 31 August 2011.

(d) The Regional Development Incentive Scheme will apply in addition to the elements of the Regional Incentive Scheme specified in [insert clause number]

Management of Scheme

(a) The management of Component A will occur as follows:

(i) The intention is that funds are to be used for the benefit of resident medical officers' training and professional development (in addition to any other provisions outlined in this agreement) along with benefit to the four centres through improved recruitment and retention.

(ii) Within 3 months of certification of the agreement MCG, through consultation with the four centres, will determine the range of training and development options that resident medical officers can choose from to use the Component A funds.

(iii) For each year of the agreement the MCG-determined range of options will be put to all resident medical officers at each centre to determine, by majority vote, the preference for application of funds for that year. If a majority vote cannot be achieved for that particular year, the funds will be rolled over into the next year.

(b) The implementation of the Component B funding will be undertaken by the Human Resources Branch and Queensland Health Shared Service Partner. On the anniversary date of certification of the agreement MCG will be provided with a report outlining the components of the total $1.1M paid across the four centres.

1.3 Regional Incentive Scheme

1.3.1 Application

The Regional Incentive Scheme will apply to regional centres outside of the south-east Queensland greater metropolitan corridor and will include:

(vi) Cairns;

(vii) Townsville;

(viii) Mackay;

(ix) Rockhampton;

(x) Bundaberg;

(xi) Maryborough/Hervey Bay;

(xii) Toowoomba; and

(xiii) All communities listed in 1.1.1.

1.3.2 Description

(a) The Regional Incentive Scheme will consist of:

(i) Revision of entitlement to accommodation and/or related allowances;

(ii) Revision of differential in Right of Private Practice entitlements;

(iii) Revision of existing non-metropolitan incentives so that they are integrated into this new single scheme and managed from a single centre in a case management approach.

(b) The scheme will:

(xiv) Be based upon evidence or at least operationally self-evident;

(ii) Be sensitive to different regional circumstances;

(iii) Apply incentives with greatest utility to the workforce;

(iv) Achieve maximum application of the scheme to the workforce;

(v) Be efficient;

(vi) Be consistent;

(vii) Be cost neutral; and

(viii) Be supportive of the workforce in the spirit of an incentive scheme.

1.3.3 The parties will continue to jointly develop the scheme.

Signed for and on behalf of Queensland Health ABN 66 329 169 412:
Print Name: Adrian J. Shea
In the presence of: Kym Asprey

Signed for and on behalf of The Queensland Public Sector Union of Employees: Alex Scott
In the presence of: Thomas Brauns

Signed for and on behalf of the Salaried Doctors Queensland, Industrial Organisation of Employees:
Print Name: Don Kane
In the presence of: Coraline Endean