QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Medical Officers' (Queensland Health) Certified Agreement (No.3) 2012
CA/2012/546

DEPUTY PRESIDENT BLOOMFIELD 1 November 2012

CERTIFICATE

This matter coming on for hearing before the Commission on 1 November 2012 the Commission certifies the following written agreement:

Medical Officers' (Queensland Health) Certified Agreement (No.3) 2012 CA/2012/546

made between:

- Queensland Department of Health (Queensland Health) (ABN 66 329 169 412)
- Medical officers employed by Queensland Health (i.e. Hospital and Health Services, Health Services Support Agency, Health Service and Clinical Innovation and System Support Services) who are employed pursuant to awards listed in Clause 1.5 of the Agreement
- Hospital and Health Services
- Together Queensland, Industrial Union of Employees (TQ)
- Australian Salaried Medical Officers' Federation Queensland, Industrial Organisation of Employees (ASMOFQ)

The agreement was certified by the Commission on 1 November 2012 and shall operate from 1 November 2012 until its nominal expiry on 30 June 2015. However, by administrative arrangement, certain monetary amounts, but not all payments, shall operate from 1 July 2012.

This agreement shall replace the *Medical Officers' (Queensland Health) Certified Agreement (No.2) 2009* (CA/2009/130) and the *Medical Officers' (Queensland Health) Memorandum of Understanding 2009* shall cease to apply from the date of the certification of this agreement.

By the Commission.

A.L. BLOOMFIELD
Deputy President

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PART 1 – PRELIMINARY MATTERS

1.1 Title

This Agreement shall be known as the *Medical Officers' (Queensland Health) Certified Agreement (No. 3) 2012*.

1.2 Parties Bound

The parties to this Agreement are the:

- Queensland Department of Health (Queensland Health) (ABN 66 329 169 412);
- Medical officers employed by Queensland Health (i.e. Hospital and Health Services, Health Services Support Agency, Health Service and Clinical Innovation and System Support Services) who are employed pursuant to awards listed in Clause 1.5
- Hospital and Health Services
- Together Queensland, Industrial Union of Employees (TQ)
- Australian Salaried Medical Officers' Federation Queensland, Industrial Organisation of Employees (ASMOFQ)

1.3 Application

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

- Medical officers employed by Queensland Health (i.e. Hospital and Health Services, Health Services Support Agency, Health Service and Clinical Innovation and System Support Services) who are employed pursuant to awards listed in Clause 1.5;
- TQ, ASMOFQ; and to the Director-General Department of Health as the employer in relation to such employees.

1.4 Date and Period of Operation

This agreement shall operate from its date of certification of 1 November 2012and shall have a nominal expiry date of 30 June 2015, however, by administrative arrangement certain monetary amounts, but not all payments shall operate from 1 July 2012.

1.5 Renewal or Replacement of Agreement

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

1.6 Relationships with Awards, Agreement and Other Conditions

This agreement will replace the *Medical Officers' (Queensland Health) Certified Agreement (No.2) 2009* (MOCA2) and the *Medical Officers' (Queensland Health) Memorandum of Understanding 200*9 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 2012*;
- *District Health Services Senior Medical Officers' and Resident Medical Officers' Award – State 2012*.

1.7 Objectives of the Agreement

The parties to this agreement are committed to:

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

1.8 Posting of the Agreement

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

- in a conspicuous and convenient place at each facility; and
- on the Queensland Health intranet and internet 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 disputes arising between the parties. The emphasis will be on negotiating a settlement at the earliest possible stage in the process.
In the event of any disagreement between the parties as to the interpretation, application or implementation of this agreement, the following procedures shall be followed:

(i) A grievance is identified at the local level by the parties and an initial discussion should take place at this level. This stage shall take no longer than 7 days;

(ii) If the parties at the local level cannot resolve the matter, it should be referred to the Chief Executive (or delegate), Hospital and Health Service (or equivalent), for resolution. This stage shall take no longer than 14 days;

(iii) 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;

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

(v) If the matter identified in subclause (ii) 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."

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) 2.5% from 1 July 2012;
(ii) 2.5% from 1 July 2013
(iii) 2.5% from 1 July 2014.

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

2.2 Salary Sacrificing

(i) 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.

(d) For the purposes of determining what remuneration may be sacrificed under this clause, 'Salary' means the salary payable under schedule 1 of this agreement, and also where applicable the payments payable via the employer to the employee under the *Paid Parental Leave Act 2010*.

(ii) Salary sacrificing arrangements will be made available to the following employees covered by this agreement in accordance with Public Sector Industrial and Employee Relations (PSIER) Circular C1-11 and any other relevant PSIER Circulars issued from time to time:

(a) permanent full time and part time employees;

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

(c) long-term casual employees as determined by the *Industrial Relations Act 1999* (Qld).

(iii) 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.

(iv) Employees may elect to sacrifice the lesser of the following amounts:

(a) 50% of salary as defined in clause (i)(d); 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% of salary, whichever is the lesser.

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

(vi) 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.

(vii) Despite clause 2.2(iv), employees may sacrifice up to 100% of their salary for superannuation.

(viii) 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.

(ix) 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.

(x) 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.

(xi) Where the employee has elected to sacrifice a portion of the payable salary under schedule 1 of this agreement:

(a) subject to Australian Tax Office requirements, the sacrificed portion will reduce the salary subject to appropriate tax withholding deductions by the amount sacrificed (see definition of salary sacrifice);

(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.

(xii) 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 employer 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.

2.3 Award Simplification, Classification Structure, Appointments, Increments and Progression

2.3.1 Over the life of the agreement, the parties use best endeavours to develop a single draft award to incorporate medical officers covered by *Medical Superintendents with the Right of Private Practice and Medical Officers with the Right of Private Practice – Queensland Public Hospitals Award – State 2012* and the *Senior Medical Officers' and Resident Medical Officers' Award – State 2012*. This will include a review to simplify allowances, classification structure and an agreement to amend the award/s that reflects the flexibilities negotiated as part of MOCA3. The classification review will include the translation of MS/MORPPs in the following terms:

An MS/MORPP will be eligible to be translated to salary ranges to be designed proportionate to senior medical officer ranges as specified in s2.3.2 (f), (g), (h), (i) and (j) for the purposes of salary determination only if all of the following criteria are met:

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

2.3.2 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
(e)	Senior Registrar	10-13 inclusive	SREG1 to SREG4
(f)	Medical Officer	13-14 inclusive	C1-1 to C1-2
(g)	Specialist General Practitioner with FRACGP or FACRRM*	13-17 inclusive	C1-1 to C1-5
(h)	Specialist General Practitioner with FRACGP or FACRRM* – Senior Status	18	C2-1
(i)	Recognised Advanced Practitioner**	18-23 inclusive	C2-1 to C2-6
(j)	Recognised Advanced Practitioner – Senior Status**	24-25 inclusive	C3-1 to C3-2

	Classification	Level/s	Known As
(k)	Staff Specialist	18-24 inclusive	MO1-1 to MO1-7
(l)	Staff Specialist – Senior Status	25-27 inclusive	MO2-1 to MO2-3
(m)	Staff Specialist – Eminent Status	28	MO3-1
(n)	Staff Specialist – Pre-Eminent Status	29	MO4-1

- Or other qualification/fellowship as determined by the State Recognised Practice Committee
- ** Credentialed Practice and Advanced Credentialed Practice are defined by the State Recognised Practice Committee (SRPC)

2.3.3 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 or years of holding prescribed qualifications in a recognised discipline (as determined by the State Recognised Practice Committee).

Provided that, in the case of clause 2.3.2(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 other than as a Specialist General Practitioner.

2.3.4 (a) In the case of clauses 2.3.2(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 2.3.2(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 2.3.2(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 2.3.2(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 2.3.2(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 2.3.2(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.

(g) Senior medical officers must be given the opportunity to participate in a performance appraisal and development (PAD) process that will enable them to meet the requirements of clauses

2.3.4 (c), (d) and (e). Progression can only occur following a satisfactory PAD assessment. Where Senior medical officers have not been provided the opportunity to participate in a PAD process and there are no documented and substantiated performance concerns, they will increment to the next level.

(h) The recognition of practice process by the State Recognised Practice Committee 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.

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

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

2.4 Clinical Managers Allowance/Medical Managers Allowance

(a) In lieu of the director allowance prescribed in clause 5.5.5 of the *District Health Services – Senior Medical Officers' and Resident Medical Officers' Award – State 2012*, 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 the criteria outlined in policy C15 are genuinely met or as approved by management.

(b) Provided that a Medical Superintendent/Deputy and Assistant Medical Superintendent with FRACMA shall be paid the medical manager allowance prescribed in Schedule 1 provided the criteria outlined in policy C15 are genuinely met or as approved by management.

(c) For employees who are receiving this allowance at the date of certification of this agreement, this allowance will be 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.

(d) For employees who become eligible for this allowance subsequent to the date of certification, it will not be paid as an all purpose allowance and will not be included when calculating the entitlements outlined in clause 2.4 (c) above.

(e) An audit of the application of the allowance will be undertaken to ensure the current recipients are entitled to receive it.

2.5 Progression to Senior Medical Superintendent with Right of Private Practice

2.5.1 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.

2.5.2 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.

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

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

2.5.5 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. Progression can only occur following a satisfactory PAD assessment. Where Medical Superintendents with Right of Private Practice have not been provided the opportunity to participate in a PAD process and there are no documented and substantiated performance concerns, they will increment to the next level.

2.5.6 This clause will become redundant upon the completion of clause 2.3.1.

2.6 Award Maintenance

The Queensland Industrial Relations Commission State Wage increases awarded during 2012 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 MOCA2 during the life of this agreement.

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

PART 3 – INDUSTRIAL RELATIONS MATTERS AND CONSULTATION

3.1 Collective Industrial Relations

The parties to this agreement acknowledge that structured, collective industrial relations will continue as a fundamental principle. The principle recognises the important role of the union in the workplace 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 may establish consultative forums as required. Where there is agreement between union parties and an HHS, a local medical consultative forum (LMCF) may be established to discuss issues affecting the local medical workforce or arising out of the agreement.

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 consultative processes affecting the workforce. Employees will be encouraged to participate in the consultation processed 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.3) Implementation Group

The MOCA3 Implementation Group will facilitate the implementation of this agreement.

PART 4– EMPLOYMENT CONDITIONS

4.1 Hours of Work - Resident Medical Officers

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

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

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

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

4.1.4 Despite the consultative procedures outlined above, and despite lack of agreement by employees, the employer will have the right to make the final determination as to the method outlined in clause 4.1.1, by which the 76 hour fortnight is implemented or worked from time to time.

4.1.5 The method of working the 76 hour fortnight may be altered, from time to time, upon giving 14 days' notice or such shorter period as may be mutually agreed upon following negotiations between the employer and employees concerned, utilising the forgoing provisions of this clause, including clause 4.1.4.

4.1.6 Different methods of working the 76 hour fortnight week may apply to individual employees, groups or sections of employees in each location or speciality concerned.

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

4.1.8 The employer will ensure that arrangements are implemented that 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.

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

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

4.2 Hours of Work - Senior Medical Officers

Definitions

Accrued Day Off means a day or part of a day accrued by working in excess of 80 hours per fortnight (pay period) where an employee has elected to take time off in lieu of overtime payment.

Rostered Day Off means a set day in a roster cycle where an employee is rostered off

Ordinary Hours means:

(a) for Senior Medical Officers not working on an extended hours roster, 80 hours per fortnight worked between 7.00am and 6.00pm Monday to Friday;
(b) for Senior Medical Officers working on an extended hours roster, 80 hours per fortnight worked as part of the rostered ordinary hours at times and on days as dictated by the employee's extended hours roster in accordance with clause 4.3 or 4.3.4.

Ordinary rate means the wage rate outlined in schedule 1.

4.2.1 Method of working Ordinary Hours

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

(a) By officers working 8 continuous Ordinary Hours (excluding the meal break) each day; or
(b) By officers working less than 8 continuous Ordinary Hours (excluding the meal break) each day on one or more days each work cycle; or
(c) By officers working more than 8 continuous Ordinary Hours (excluding the meal break). In a consultative process, individual officers may agree that their Ordinary Hours are to exceed 8 on any one day thus enabling standard Ordinary Hours to be completed in fewer rostered days in the work cycle:

i. Up to a maximum of 10 Ordinary Hours on weekdays;
ii. For Senior Medical Officers working on an extended hours roster only, up to a maximum of 12 Ordinary Hours on weekends and public holidays;
iii. Where service delivery necessitates it and by agreement with the officer/s, a shift length of 12 and half Ordinary Hours inclusive of a paid meal break may be worked;
iv. The minimum engagement is four continuous Ordinary Hours.

The outcome of such consultation must be recorded in writing.

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

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

4.2.2 Accrued Day Off

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

Where, as at the date of termination of service, an employee has accumulated time towards an Accrued Day 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, that is, the employees wage rate.

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

4.2.3 No Entitlement to Flexibility Allowance

No entitlement exists for the payment of a Flexibility Allowance as provided in Clause 5.5.6 of the *District Health Services – Senior Medical Officers' and Resident Medical Officers' Award – State 2012*.

4.3 Extended Span of Ordinary Hours of Work

Subject to clause 4.3.4, an extended span of hours arrangement may be implemented for a Senior Medical Officer between the hours of 7.00am to 10.00pm, Monday to Sunday. The Ordinary Hours of this arrangement are defined in clause 4.2(b).

Senior Medical Officers engaged prior to the date of certification of this Agreement may participate in extended span of hours arrangements by agreement.

Senior Medical Officers engaged on or after the date of certification of this Agreement may be directed by the employer to participate in extended span of hours arrangements.

4.3.1 Circumstances where an extended span of ordinary hours of work may be implemented

A Hospital and Health Service may consider the implementation of extended hours of work in circumstances where there is a need to meet service demands, or to deliver benefits to patients where such arrangements are both safe and effective. Further, implementation of extended hours arrangements may address issues associated with fatigue, where junior medical officers require additional supervision and support into the evening or during busy weekend periods.

In addition to meeting service obligations, extended hours of work arrangements may be utilised to reduce overtime, on call and recall.

4.3.2 Consultation

After the Hospital and Health Service has decided to implement the extended span of hours arrangement, it must consult with affected Senior Medical Officers (and, where relevant, their union) about the roster that will be adopted. The consultation must also include advice to affected employees about an outline of the type of work to be performed, operational needs and implementation time frames. The employer must give due consideration to any concerns and modify the proposal where appropriate.

The consultative process may address the following:

- The number and mix of existing staff working in the affected area
- The proposed length, timing and frequency of rostered work periods
- 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
- The nominated method that will be used to develop rosters eg. self-rostering etc;
- Identification of fatigue related risks to the patient and the doctor and appropriate control measures;
- Consultation will include circumstances under which extended hours will be suspended and/or ceased eg significant loss of staff participating on the roster or after consideration of fatigue upon an individual.
- 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.

4.3.3 Payment for Work in the Extended Span of Ordinary Hours: 0700 hours to 2200 hours

A Senior Medical Officer working Ordinary Hours in an extended span of hours arrangement between 0700 hours and 2200 hours will be paid according to one of the following:

(a) A loading of 25% of the ordinary rate for all Ordinary Hours worked between 1600 hours and 2200 hours on any weekday;
(b) A loading of 50% of the ordinary rate for all Ordinary Hours in a shift worked on a Saturday; or
(c) A loading of 100% of the ordinary rate for all Ordinary Hours in a shift worked on a Sunday.

The 25% loading referenced in 4.3.3 (a) replaces the following:

- 15% loading for working extended hours provided for in clause 6.3.8 (a)(i) and 6.3.8 (ii) (A) of MOCA 2.
- 10% flexibility allowance provided for in clause 6.3.1 of MOCA 2.

4.3.4 Rostered Work between 2200 hours and 0700 hours

Safety considerations for patients and doctors highlight that services, other than emergency medical services, are generally undesirable between 2200 hours and 0700 hours. However, in the exceptional circumstance where it can be demonstrated there is a specific operational need for senior medical officers to work between 2200 hours and 0700 hours clause 4.3.2 will apply.

Senior Medical Officers engaged prior to the date of certification of this Agreement may participate in rostered work between 2200 hours and 0700 hours by agreement.

Senior Medical Officers engaged on or after the date of certification of this Agreement may participate in rostered work between 2200 hours and 0700 hours by agreement, however, agreement cannot be unreasonably withheld.

4.3.5 Payment for rostered work 2200 hours to 0700 hours Monday to Sunday

A Senior Medical Officer working Ordinary Hours in an extended span of hours arrangement between 10.00pm and 7.00am will be paid according to one of the following:

(a) A loading of 25% of the ordinary rate for all Ordinary Hours worked after 10.00pm until the end of the rostered shift on any weekday; or
(b) A loading of 50% of the ordinary rate for all Ordinary Hours worked on a Saturday shift (a shift is a Saturday shift if the majority of Ordinary Hours in the shift are worked between midnight Friday and midnight Saturday); or
(c) A loading of 100% of the ordinary rate for all Ordinary Hours worked on a Sunday shift (a shift is a Sunday shift if the majority of Ordinary Hours in the shift are worked between midnight Saturday and midnight Sunday).

The 25% loading referenced in 4.3.5 (a) replaces the following:

- 15% loading for working extended hours provided for in clause 6.3.6 (f) of MOCA 2.
- 10% flexibility allowance provided for in clause 6.3.1 of MOCA 2.

4.3.6 Payment for Ordinary Hours of Work on Public Holidays

(a) All ordinary hours of 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 of the ordinary rate;

(b) All ordinary hours of work performed on Labour Day, Show Day and Easter Saturday will be paid at double time and a half of the ordinary rate;

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

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 1600 hours and 2200 hours (or 2200 hours to 0700 hours in relation to clauses 4.3.4) 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.

4.3.8 Rosters for Work in an Extended Span of Ordinary Hours

(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 may be formulated to be inclusive of paid meal breaks

(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.

4.4 Overtime –Medical Officers

4.4.1 A medical officer, covered by this agreement, performing additional hours of duty in excess of the ordinary hours specified in clauses 4.1, 4.2 and 4.3 of this agreement shall be, subject to approval by the authorised manager shall be paid for such excess duty hours as follows:

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

4.4.2 Senior Medical Officers

(a) All overtime performed between midnight and 7.00am shall be paid at the rate of double the ordinary hourly rate 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.

(b) 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.

4.4.3 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.

4.5 Clinical Support Time

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

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

Clinical support time is protected time during ordinary hours for duties that are not directly related to individual patient care. Clinical support duties encompass most aspects of the teaching, research, clinical governance, administration and other work related activities undertaken by medical officers. It is important that clinical support time address Departmental needs and be determined in consultation with the respective Clinical Director. As such a minimum of 10% clinical support time will be available collectively for the medical staff of each medical operational unit (within Hospital and Health Services, Health Services Support Agency, Health Service and Clinical Innovation and System Support Services) with allocation of clinical support time duties determined by the Clinical Director.

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

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

The amount of clinical support time should be determined with reference to relevant factors including, but not limited to, College and AHPRA guidelines, operational and administrative requirements.

4.6 Professional Development Assistance - Senior Medical Officers

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

Professional Development is to be discussed and the goals agreed through a PAD process paying due attention

to both the individual doctor's needs and the clinical circumstances in which they practice. Further, Professional Development entitlements must reasonably provide value to Queensland Health as well as the individual clinician. Professional Development Leave is paid leave established to contribute to the requirements for the professional development of the Medical Officer.

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

(a) All senior medical officers, Medical Superintendents with Right of Private Practice (MSRPP) and Medical Officers with Right of Private Practice (MORPP) will be paid a professional development allowance of $20,000 per annum, which will be paid as a fortnightly allowance.

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

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

(d) The provisions of this clause will have full application to International Medical Graduates.

4.7 Professional Development Assistance – Resident Medical Officers

4.7.1 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) RMOs may access their professional development leave at any stage of their employment from commencement. Approval to access professional development leave will not be unreasonable withheld. In the case an RMO accesses this leave prior to the full accumulation and ceases employment, Queensland Health may recover the cash equivalent of the unearned pro rata portion.

(c) Leave will not be cashed out upon cessation of employment.

4.7.2 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.

4.7.3 Access to training courses

(a) Interns will be provided with reasonable access to courses at no cost to the employee, during ordinary working hours as they have no entitlement to professional development leave under this clause.

(b) Resident medical officers, other than Interns will be provided with reasonable access to courses at no cost to the employee, during ordinary working hours where it is necessary to carry out the duties required by the employer.

(c) Queensland Health's Medical Advisory Panel has developed Guidelines for Access to Courses to assist managers to provide appropriate access to courses to resident medical officers.

4.7.4 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 $2000 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.

4.8 On Call

4.8.1 On call allowance rates recognise the disadvantages of holding oneself available on call and the clinical need to provide telephone advice whilst on call. Where a medical officer has had an inadequate sleep opportunity the fatigue provisions as per clause 5.2 apply. However, for fatigue under this clause there is no requirement for a minimum of two hours to be worked.

4.8.2 On Call – Resident Medical Officers

(a) "On 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 receives instructions to hold themselves available on call outside ordinary or rostered working hours, they will be paid a rate equivalent to 8% of the salary level 4 hourly pay rate for each hour on call.

4.8.3 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.

4.9 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 4.3.7.

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

4.10 Higher Duties – Resident Medical Officers

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

4.10.2 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.

4.11 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 Together and ASMOFQ.

4.12 Rosters

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

4.13 Commitment to Clinical Productivity

The parties agree to implement and support clinical models of care and patient safety initiatives that increase productivity, alternative revenue sources and adhere to the ABF funding model.

Dependent on clinical and safety considerations, these productivity initiatives may include:

- Own Source Revenue stretch targets
- NEAT and NEST targets
- Participate in Senior Medical Officer Performance Reviews
- Patient Flow (including Criteria led discharge) initiatives
- "Not Ready for Care" programs
- Hospital in the Home and other hospital avoidance programs
- Discharge of Outpatient Department Patient initiatives
- E Health and Telehealth programs

4.14 Preservation of Certain Leave Entitlements

The following leave entitlements will be preserved for the life of the agreement. These entitlements can only be amended by agreement between the parties.

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

PART 5 – FATIGUE RELATED MATTERS

5.1 Maximum Hours of Duty for Resident Medical Officers

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

5.2 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" of ten hours will, subject to the Medical Superintendent or delegate making an assessment of the organisation's ability to reasonably defer or delegate the medical officers' work and the risk to the medical officer or patient safety of the medical officer continuing to work, be released after completion of such overtime until they have had a fatigue break without loss of pay for ordinary working time occurring during such absence.

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

5.3 10 Hour Break for Resident Medical Officers

A 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 2012*, should a resident medical officer not receive at least 10 hours off duty.

5.4 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 10 hours break immediately following that period of recall.

5.5 RMO fatigue provisions when overtime worked on other than an ordinary rostered working day

(a) Any employee who works more than two hours overtime between 10.15pm on any day other than an ordinary rostered working day and the commencement of work on his ordinary rostered working day and who has not had at least eight consecutive hours off duty during the 15 hours immediately preceding the commencement of work on his next ordinary rostered working day shall be released after completion of such overtime until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of an authorised person such an employee resumes or continues work without having had such eight consecutive hours off duty, he shall be paid double rates until he is released from duty for such period and he shall be entitled to be absent until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence;

(b) Provided that any call which commences after 7.00am prior to commencing duty on his next ordinary rostered working day would not count as time worked for the purpose of granting fatigue leave as stated in paragraph (a) above.

5.6 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 2012.*

PART 6 – NON-METROPOLITAN PROGRAM

6.1 Purpose and elements of program

6.1.1 Inaccessibility Incentive Scheme

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	Mount Isa Mungindi	$34,500 ½ paid at completion of each 6 months service

Queensland Health Inaccessibility Category	Communities (Categorised by criteria of remoteness inaccessibility)		Total Inaccessibility Package [1.] (Allowance payable per annum)
	Clermont Cloncurry Collinsville Cooktown Dysart Injune Middlemount Mitchell Mount Garnett	Rubyvale Sapphire Springsure St George Surat Taroom Tieri Wandoan	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
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. Also applies to MS/MORPPs.

[1.] Payable as a full monetary.

(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

(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.

6.1.2 Benefits

(a) Benefits will be payable as follows:

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

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

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

(iv) No benefit will be payable where the minimum periods of either 6 or 12 months are not worked except in the case of 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.

6.2 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 2011 to 31 August 2014 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 2014.

Management of Scheme

(d) 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) The relevant HHS, as outlined clause 6.2. (a) will ensure funds are utilised for appropriate training for RMOs.

(iii) The implementation of the Component B funding will be undertaken by the System Manager.

PART 7 – WORKPLACE BULLYING

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

PART 8 – ORGANISATIONAL CHANGE AND RESTRUCTURING

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

(Note The above provision has been modified as a result of the enactment of the *Public Service and Other Legislation Amendment Act 2012*, which inserted a new Part 2 of Chapter 15 in the *Industrial Relations Act 1999).*

PART 9 - EQUITY CONSIDERATIONS

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

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

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

PART 10 – LEAVE RESERVED/NO EXTRA CLAIMS

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

(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.

(3) Any outcome arising from clause 2.3.1 may be implemented where there is agreement between the parties.

SCHEDULE 1

WAGE RATES

HEALTH SERVICE DISTRICT

DISTRICT HEALTH SERVICES – SENIOR MEDICAL OFFICERS' AND RESIDENT MEDICAL OFFICERS' AWARD – STATE 2012

Classification Level	Wage Rates payable from 01/07/12		Wage Rates payable from 01/07/13		Wage Rates payable from 01/07/14	
	Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
	$	$	$	$	$	$
L1	2,483.50	64,793	2,545.60	66,413	2,609.20	68,072
L2	2,690.40	70,191	2,757.70	71,946	2,826.60	73,744
L3	2,897.30	75,588	2,969.70	77,477	3,043.90	79,413
L4	3,570.00	93,139	3,659.20	95,466	3,750.70	97,853
L5	3,673.30	95,834	3,765.10	98,229	3,859.20	100,684
L6	3,776.80	98,534	3,871.20	100,997	3,968.00	103,522
L7	3,932.00	102,583	4,030.30	105,148	4,131.10	107,777
L8	4,035.60	105,286	4,136.50	107,918	4,239.90	110,616
L9	4,139.10	107,986	4,242.60	110,686	4,348.70	113,454
L10	4,552.80	118,779	4,666.60	121,748	4,783.30	124,793
L11	4,708.20	122,834	4,825.90	125,904	4,946.50	129,051
L12	4,863.40	126,883	4,985.00	130,055	5,109.60	133,306
L13	5,017.00	130,890	5,142.40	134,162	5,271.00	137,517
L13	5,017.00	130,890	5,142.40	134,162	5,271.00	137,517
L14	5,173.80	134,981	5,303.10	138,354	5,435.70	141,814
L15	5,329.90	139,053	5,463.10	142,528	5,599.70	146,092
L16	5,488.20	143,183	5,625.40	146,763	5,766.00	150,431
L17	5,645.00	147,274	5,786.10	150,955	5,930.80	154,730
L18	5,794.60	151,177	5,939.50	154,957	6,088.00	158,832
L19	5,949.90	155,229	6,098.60	159,108	6,251.10	163,087
L20	6,128.00	159,875	6,281.20	163,872	6,438.20	167,968
L21	6,260.30	163,327	6,416.80	167,410	6,577.20	171,594
L22	6,415.50	167,376	6,575.90	171,561	6,740.30	175,850
L23	6,570.80	171,427	6,735.10	175,714	6,903.50	180,107
L24	6,730.80	175,602	6,899.10	179,993	7,071.60	184,493
L25	6,929.50	180,786	7,102.70	185,304	7,280.30	189,938
L18	5,794.60	151,177	5,939.50	154,957	6,088.00	158,832
L19	5,949.90	155,229	6,098.60	159,108	6,251.10	163,087
L20	6,128.00	159,875	6,281.20	163,872	6,438.20	167,968
L21	6,260.30	163,327	6,416.80	167,410	6,577.20	171,594
L22	6,415.50	167,376	6,575.90	171,561	6,740.30	175,850
L23	6,570.80	171,427	6,735.10	175,714	6,903.50	180,107
L24	6,730.80	175,602	6,899.10	179,993	7,071.60	184,493
L25	6,929.50	180,786	7,102.70	185,304	7,280.30	189,938
L26	7,139.70	186,270	7,318.20	190,927	7,501.20	195,701
L27	7,346.90	191,675	7,530.60	196,468	7,718.90	201,381
L28	7,657.20	199,771	7,848.60	204,764	8,044.80	209,883
L29	8,071.20	210,572	8,273.00	215,837	8,479.80	221,232

MEDICAL SUPERINTENDENTS WITH RIGHT OF PRIVATE PRACTICE AND MEDICAL OFFICERS WITH RIGHT OF PRIVATE PRACTICE – QUEENSLAND PUBLIC HOSPITALS AWARD – STATE 2012

Classification Level	Wage Rates payable from 01/07/12		Wage Rates payable from 01/07/13		Wage Rates payable from 01/07/14	
	Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
	$	$	$	$	$	$
Medical Officers with Right of Private Practice	4,519.30	117,905	4,632.30	120,853	4,748.10	123,875
	4,661.40	121,613	4,777.90	124,652	4,897.30	127,767
	4,797.30	125,158	4,917.20	128,286	5,040.10	131,493
Medical Superintendents with Right of Private Practice	4,519.30	117,905	4,632.30	120,853	4,748.10	123,875
	4,661.40	121,613	4,777.90	124,652	4,897.30	127,767
	4,797.30	125,158	4,917.20	128,286	5,040.10	131,493
	4,939.50	128,868	5,063.00	132,090	5,189.60	135,393
Senior Medical Superintendents with Right of Private Practice	5,080.60	132,549	5,207.60	135,863	5,337.80	139,259
	5,238.50	136,669	5,369.50	140,086	5,503.70	143,588

MEDICAL MANAGERS AND CLINICAL MANAGERS ALLOWANCES

Allowance Detail	Allowance Level	Wage Rates payable from 01/07/12		Wage Rates payable from 01/07/13		Wage Rates payable from 01/07/14	
		Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
		$	$	$	$	$	$
Clinical Managers Allowance	CM1	231.90	6,050	237.70	6,201	243.60	6,355
	CM2	347.60	9,069	356.30	9,296	365.20	9,528
	CM3	463.50	12,092	475.10	12,395	487.00	12,705
	CM4	579.40	15,116	593.90	15,494	608.70	15,881
	CM5	695.40	18,142	712.80	18,596	730.60	19,061
	CM6	811.20	21,164	831.50	21,693	852.30	22,236
	CM7	927.20	24,190	950.40	24,795	974.20	25,416
Medical Managers Allowance	MM1	173.90	4,537	178.20	4,649	182.70	4,767
	MM2	289.90	7,563	297.10	7,751	304.50	7,944
	MM3	521.60	13,608	534.60	13,947	548.00	14,297
	MM4	753.40	19,656	772.20	20,146	791.50	20,650
	MM5	985.10	25,701	1,009.70	26,342	1,034.90	27,000
	MM6	1,158.90	30,235	1,187.90	30,991	1,217.60	31,766
	MM7	1,332.80	34,772	1,366.10	35,641	1,400.30	36,533
	MM8	1,506.50	39,304	1,544.20	40,287	1,582.80	41,294
	MM9	1,680.50	43,843	1,722.50	44,939	1,765.60	46,063
	MM10	1,796.30	46,864	1,841.20	48,036	1,887.20	49,236

SIGNATORIES

Signed for and on behalf of the **State of Queensland (acting through Queensland Health)**..... Dr Anthony O'Connell
In the presence of ..... Dan Harradine

Signed for and on behalf of Together Queensland, Industrial Union of Employees ..... Alex Scott
In the presence of:..... Daniel Goldman

Signed for and on behalf of the Australian Salaried
Medical Officers' Federation, Queensland ..... Dr Stephen Morrison
In the presence of:..... ???????