QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016

Medical Officers' (Queensland Health) Certified Agreement (No. 5) 2018

Matter No. CB/2020/43

REPRINT OF CERTIFIED AGREEMENT AS VARIED

Certification of Reprint

Under s 952ZF of the *Industrial Relations Act 2016,* the Medical Officers' (Queensland Health) Certified Agreement (No. 5) 2018 is reprinted.

Operative Date of the Agreement Reprint: 22 June 2020

Nominal Expiry Date: 30 June 2022

By the Registrar

M. SHELLEY
Industrial Registrar

7 August 2020

1 PART 1 – PRELIMINARY MATTERS

1.1 Title

This Agreement shall be known as the *Medical Officers' (Queensland Health) Certified Agreement (No.5) 2018* (MOCA5).

1.2 Parties Bound

The parties to this Agreement are the:

a) Queensland Department of Health (Queensland Health) (ABN 66 329 169 412);

b) Hospital and Health Services (HHS);

c) Together Queensland, Industrial Union of Employees (TQ); and

d) Australian Salaried Medical Officers' Federation Queensland, Industrial Organisation of Employees (ASMOFQ).

1.3 Application

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

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

1.4 Date and period of operation

This Agreement will operate from the date of certification and will have a nominal expiry date of 30 June 2022.

1.5 Renewal or Replacement of Agreement

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

1.5.2 The parties to this Agreement should commence discussions at least five (5) months prior to the expiration of this Agreement.

1.6 Relationships with Awards, Agreements and Other Conditions

1.6.1 The *Medical Officers' (Queensland Health) Certified Agreement (No.4) 2015* (MOCA4) is to be terminated upon certification of the replacement Agreement.

1.6.2 The Agreement will be read in conjunction with the *Medical Officers' (Queensland Health) Award – State 2015* (the Award) or any consent award successor or replacement. Where there is any inconsistency between this Agreement and the relevant Award, the provisions of this Agreement will apply.

1.7 Objectives of the Agreement

The parties are committed to:

- maintaining and improving the public health system to serve the needs of the Queensland community;

- maintaining an enforceable state-wide industrial instrument, providing a stable and consistent industrial relations environment and ensuring real and meaningful consultation between Hospital and Health Services, the Department of Health, relevant unions, and staff;
- collectively striving to achieve quality outcomes for patients and the community;
- ensuring that workload is responsibly managed to ensure there are no adverse effects on employees or patients;
- working to achieve a sustainable skilled, motivated and adaptable workforce with rewarding career paths;
- positioning Queensland Health as an employer of choice and providing other positive industrial outcomes for medical officers; and
- balancing service delivery needs with equity and work/life balance for medical officers.

1.8 Definitions

In this Agreement, the following definitions are used:

Act means the *Industrial Relations Act 2016* (Qld).

ASMOFQ means Australian Salaried Medical Officers' Federation Queensland, Industrial Organisation of Employees.

Award means the Medical Officers (Queensland Health) Award – State 2015.

Department means the Queensland Department of Health.

FTE means Full-Time Equivalent.

HCF means Health Consultative Forum.

HHS means a Hospital and Health Service established in accordance with the *Hospital and Health Boards Act 2011* (Qld).

HR Policies means Department of Health human resource policies.

Preserved HR policies means those HR policies included in Schedule 3 of this Agreement.

Together means Together Queensland, Industrial Union of Employees.

Union(s) means Together Queensland, Industrial Union of Employees or Australian Salaried Medical Officers' Federation Queensland, Industrial Organisation of Employees.

1.9 Posting of the Agreement

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

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

1.10 HR Policy Preservation

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

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

1.10.3 The parties agree to work collaboratively and engage in the Human Resource Policy review process. If matters are amended, the matters will be incorporated as a term of this Agreement.

1.11 Whole of Government Commitments

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

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

- Employment Security Policy.
- Queensland Government Commitment to Union Encouragement.

1.12 Standby Policy Review

Within six months of certification of the Agreement, HR Policy C23 (QH-POL-235) will be reviewed with a view to expand the applicability of the standby provisions to Resident Medical Officers, using the same principles of applicability as for Senior Medical Officers. Subject to agreement between the parties, recommended changes will be implemented.

1.13 International Labour Organisation (ILO) Conventions

1.13.1 The employer agrees to accept obligations made under international labour standards. The employer will support employment policies which take account of:

a) Convention 100 – Equal Remuneration (1951);
b) Convention 111 – Discrimination (Employment and Occupation) (1958);
c) Convention 122 – Employment Policy (1964);
d) Convention 142 – Human Resource Development (1975); and
e) Convention 156 – Workers with Family Responsibilities (1981).

1.13.2 The parties will monitor the extent to which policies and practices match relevant obligations under these conventions. Any real or perceived deficiencies will be the subject of discussions between the parties to develop agreed strategies to address any problems.

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

1.14.1 The parties will use their best endeavours to co-operate in order to avoid disputes arising between the parties. The emphasis will be on finding a resolution at the earliest possible stage in the process.

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

(a) When an issue is identified at the local level by an accredited and/or appointed union representative, the employee/s concerned or a management representative, an initial discussion should take place at this level. This process should take no longer than seven days.

(b) If the issue remains unresolved, it may be referred to the HHS management (or equivalent) for resolution. HHS management (or equivalent) will consult with the parties. The employee may exercise the right to consult and/or be represented by their Union representative during this process. This process should take no longer than 14 days.

(c) If the issue remains unresolved, it may be referred to the Medical Officers Certified Agreement (No.5) Oversight Committee (MOCA 5 Oversight Committee). The MOCA5 Oversight Committee will deal with the issue in a timely manner unless Clause 1.14.2(d) applies. Notwithstanding this, the parties reserve the right to refer the matter to the

Queensland Industrial Relations Commission (QIRC) for resolution. If the MOCA5 Oversight Committee forms an agreed view on the resolution of the issue, this is the position that will be accepted and implemented by the parties.

(d) If the MOCA5 Oversight Committee considers that the issue falls outside the interpretation, application and implementation of this Agreement, or has whole of department implications, it may refer the issue to an appropriate body depending on the issue as agreed by the parties for consideration.

(e) Notwithstanding the above, if the issue remains unresolved, either party may refer the matter to the Queensland Industrial Relations Commission (QIRC).

1.14.3 The status quo prior to the existence of the issue is to continue while the dispute resolution procedure is being followed, if maintenance of the status quo does not result in an unsafe environment.

1.14.4 When an employee (or their representative) elects to pursue a grievance under the Award, they are to refer to the Award for information regarding the procedure.

1.15 Cultural Respect

1.15.1 The Department commits to respecting cultural diversity and the rights, views, values and expectations of Indigenous Queenslanders in the delivery of culturally appropriate health services.

1.15.2 Cultural leave: An employee who is required by Aboriginal tradition or Island custom to attend an Aboriginal and Torres Strait Islander ceremony may take up to 5 days unpaid cultural leave in each year if the employer agrees. The entitlement will be administered in accordance with section 51 of the *Industrial Relations Act (Qld) 2016*.

1.16 Implementation and Interpretation of the Agreement

1.16.1 The parties acknowledge that consensus may need to be reached to effect the implementation of this Agreement.

1.16.2 The MOCA 5 Oversight Committee will facilitate the implementation and interpretation of this Agreement. This committee will meet at least quarterly and will be comprised of the representatives of the parties to this Agreement.

1.16.3 In addition to facilitating the implementation and interpretation of the Agreement, this committee will discuss and make recommendations on any matters that have been escalated through local consultative forums or on matters that may have state wide implications (across multiple Hospital and Health Services).

1.16.4 It is acknowledged that maintaining effective services in rural and remote locations is an important priority for Queensland Health, and as such this committee will monitor and provide recommendations on rural and remote recruitment issues.

1.17 Review of Resident Medical Officer Employment Arrangements

1.17.1 The parties agree to set up a working group under the MOCA 5 Oversight Committee to review and make recommendations to the Director-General on the employment arrangements for Resident Medical Officers during the life of the Agreement, with commencement in the first six months following certification.

1.17.2 The review will consider the engagement and employment status of Resident Medical Officers, the transferability of employment, the portability and maintenance of entitlements when Resident

Medical Officers move across Hospital and Health Services or move into more senior roles including Senior Medical Officer positions.

1.17.3 The working group will produce a guideline or guidelines clarifying Resident Medical Officer entitlements and transfer requirements for when Resident Medical Officers move across Hospital and Health Services or move into more senior roles including Senior Medical Officer positions.

2 PART 2 – WAGE AND SALARY RELATED MATTERS

2.1 Wage Increases

2.1.1 Wage increases shall be paid in 4 instalments as follows:

a) 2.5% from 1 July 2018;
b) 2.5% from 1 July 2019;
c) 2.5% from 1 July 2021; and
d) 2.5% from 1 January 2022

2.1.2 In the event that a new Government Wages Policy delivers a higher quantum than the current wages policy, any additional increase will be passed on and back-dated to 1 July 2018.

2.1.3 The Queensland Industrial Relations Commission State Wage increases awarded during 2018 and the period up to, and including, the nominal expiry date of this Agreement shall be absorbed into the wage increases provided by Clause 2.1.1 of this Agreement.

2.1.4 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.

2.2 Increases to Certain Allowances

The allowances contained in Schedule 1 of this Agreement will be increased by the same percentage as the wage increases at Clause 2.1.1 of this Agreement.

2.3 Salary Sacrificing

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

2.3.2 An employee may elect to sacrifice 50% of salary payable under this Agreement, and also where applicable the payments payable via the employer to the employee under the *Paid Parental Leave Act 2010.*

2.3.3 Despite Clause 2.3.2, employees may sacrifice up to 100% of their salary for superannuation.

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

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

2.3.6 Salary sacrificing arrangements will be made available to the following employees covered by this Agreement in accordance with Public Sector Office of Industrial Relations (PSIR) Circular C1- 18 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 2016 (Qld)*.

2.3.7 FBT Exemption Cap: The FBT exemption cap is a tax concession under the *Fringe Benefits Tax Assessment Act 1986 (Cth)* for limited categories of employees. The FBT exemption cap is not an employee entitlement. The manner of the application of the FBT exemption cap is determined by the employer in accordance with the FBT legislation. Under the FBT legislation, to be eligible for the FBT exemption cap at the time fringe benefits are provided, the duties of the employment of an employee must be exclusively performed in, or in connection with, a public hospital.

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

2.3.9 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.

2.4 Award Maintenance

2.4.1 The employer will support union applications to amend any of the parent awards to this Agreement to incorporate wage adjustments based upon the MOCA4 during the life of this Agreement.

2.4.2 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 Superannuation

2.5.1 Superannuation contributions will be made to a fund of the employee's choice, provided the chosen fund is a complying superannuation fund that will accept contributions from the employer and the employee.

2.5.2 Where an employee has not chosen a fund in accordance with Clause 2.5.1, the employer must make superannuation contributions for the employee (including salary sacrifice contributions) to QSuper.

2.5.3 The choice must be made in a form determined by the employer or in any standard form released by the Australian Taxation Office. The employer must implement the employee's choice for superannuation contributions made at any time after 28 days from the date the employee's choice is received.

2.5.4 The employer must contribute to a superannuation fund for an employee the greater of:

(a) the charge percentage prescribed in the *Superannuation Guarantee (Administration) Act 1992* (Cth) (SGAA Act), of the "ordinary time earnings" of the employee as defined in the SGAA Act; and

(b) the percentage prescribed in the *Superannuation (State Public Sector) Deed 1990 (Qld)* (QSuper Deed) of the salary of the employee as defined in the QSuper Deed, in respect of

the employee, for the percentage of contribution paid by the employee (including by salary sacrifice).

2.6 Classification Structure, Appointments, Increments and Progression

A Medical Superintendent and Medical Officer with Private Practice (MSPP/MOPP) will be eligible to be translated to salary ranges to be designed proportionate to senior medical officer (SMO) ranges as specified at Clause 2.6.1 and Clause 2.6.3 for the purposes of salary determination only if all of the following criteria are met:

a) the medical officer will be translated to a salary level in accordance with their qualifications and scope of clinical practice; and

b) for translation to the "Rural Generalist Community Medical Practitioner with Private Practice" (classification to be agreed between the parties) salary range:

i. the medical officer's approved role description, must specify the advanced specialised practice skill (as approved by the State Recognised Practice Committee (SRPC)) consistent with the medical officer's approved scope of clinical practice; and

ii. the medical officer must hold the qualifications recognised by the SRPC for practice in Rural Generalist Medicine.

2.6.1 Salary Ranges

Salary ranges shall apply as follows:

Resident Medical Officers:

Classification	**Classification level/s**	**Known as**
Intern	L1	Intern
Junior House Officer	L2	JHO
Senior House Officer	L3	SHO
Principal House Officer	L4 – L7 inclusive	PHO1 to PHO4
Registrar	L4 – L9 inclusive	Reg1 to Reg6
Senior Registrar	L10 – L13 inclusive	SReg1 to SReg4

2.6.2 Classifications of Resident Medical Officers

Resident Medical Officers covered by this Agreement are to be classified into an appropriate classification using the classification definitions set out below:

- **Intern** means a medical practitioner who holds a practising certificate from the Australian Health Practitioners Registration Authority authorising appointment as such under the *Health Practitioner Regulation National Law Act 2009*

- **Junior House Officer (JHO)** means a medical practitioner in the first year of service after eligibility for full registration as a medical practitioner

- **Senior House Officer (SHO)** means a medical practitioner in the second or subsequent years of practical experience after eligibility for full registration as a medical practitioner and who has not been appointed as a registrar or principal house officer

- **Principal House Officer (PHO)** means a medical practitioner appointed as such, including on a temporary basis, after eligibility for full registration as a medical practitioner

- **Registrar (Reg)** means a medical practitioner appointed as such who is undertaking an accredited course of study leading to a higher medical qualification

- **Senior Registrar (SReg)** means a medical practitioner appointed as such who has specialist registration with the Medical Board of Australia.

2.6.3 Senior Medical Officers

Classification	**Classification level/s**	**Paypoint**
Medical Officer General Practitioner Medical Superintendent Deputy Medical Superintendent Assistant Medical Superintendent	L13 - L14 inclusive	C1 - 1 to C1 - 2
Medical Officer General Practitioner with FRACGP/FACRRM Medical Officer Credentialed Practice Medical Superintendent with FRACGP/FACRRM Deputy Medical Superintendent with FRACGP/FACRRM Assistant Medical Superintendent with FRACGP/FACRRM	L13 - L17 inclusive	C1 - 1 to C1 - 5
Medical Officer General Practitioner with FRACGP/FACRRM - Senior Status Medical Officer Credentialed Practice - Senior Status Medical Superintendent with FRACGP/FACRRM - Senior Status Deputy Medical Superintendent with FRACGP/FACRRM - Senior Status Assistant Medical Superintendent with FRACGP/FACRRM - Senior Status	L18	C2 - 1
Medical Officer Advanced Credentialed Practice Medical Superintendent Advanced Credentialed Practice Deputy Medical Superintendent Advanced Credentialed Practice Assistant Medical Superintendent Advanced Credentialed Practice	L18 - L23 inclusive	C2 - 1 to C2 - 6
Medical Officer Advanced Credentialed Practice - Senior Status Medical Superintendent Advanced Credentialed Practice - Senior Status Deputy Medical Superintendent Advanced Credentialed Practice - Senior Status Assistant Medical Superintendent Advanced Credentialed Practice - Senior Status	L24 - L25 inclusive	C3 - 1 to C3 - 2
Staff Specialist	L18-L24 inclusive	MO1-1 to MO1-7

Medical Superintendent with FRACMA Deputy Medical Superintendent with FRACMA Assistant Medical Superintendent with FRACMA		
Staff Specialist - Senior Status Medical Superintendent with FRACMA - Senior Status Deputy Medical Superintendent with FRACMA - Senior Status Assistant Medical Superintendent with FRACMA - Senior Status	L25-L27 inclusive	MO2-1 to MO2-3
Staff Specialist - Eminent Status Medical Superintendent with FRACMA - Eminent Status Deputy Medical Superintendent with FRACMA - Eminent Status Assistant Medical Superintendent with FRACMA - Eminent Status	L28	MO3-1
Staff Specialist - Pre-Eminent Status Medical Superintendent with FRACMA - Pre-Eminent Status Deputy Medical Superintendent with FRACMA - Pre-Eminent Status Assistant Medical Superintendent with FRACMA - Pre-Eminent Status	L29	MO4-1

2.6.4 Salary progression

For the purposes of progression through the salary range in Clause 2.6.1 the part-time provisions in Clause 12.5 (b)(ii)(B) of the *Medical Officers (Queensland Health) Award - State 2015* do not apply.

RMOs with FRACGP and/or FACRRM and/or FARGP or who have specialist registration with the Medical Board of Australia, pursuing an additional fellowship, will be paid no less than Senior Registrar (L10) while undertaking the additional fellowship and will increment in accordance with Clause 12.5 of the Award.

2.6.5 State Recognised Practice Committee:

2.6.5.1 The recognition of practice process by the State Recognised Practice Committee (SRPC) has and will continue to provide SMOs:

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

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

2.6.5.3 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.

2.7 Clinical Manager Allowance / Medical Manager Allowance

2.7.1 The clinical manager allowance prescribed in Schedule 1 of this Agreement shall be paid to a Medical Officer (other than a Medical Superintendent / Deputy and Assistant Medical Superintendent with FRACMA) appointed to a position of Director provided the criteria outlined in Queensland Health Policy C15 are genuinely met or as approved by the employer.

2.7.2 Provided that a Medical Superintendent/ Deputy and Assistant Medical Superintendent with FRACMA shall be paid the medical manager allowance prescribed in Schedule 1 of this Agreement, provided the criteria outlined in Queensland Health Policy C15 are genuinely met or as approved by the employer.

2.7.3 For employees who were receiving this allowance as at 1 November 2012, this allowance will be an all-purpose allowance and included when calculating the following entitlements:

(i) Attraction and Retention Incentive Allowance;
(ii) Loading on recreation leave; and
(iii) Superannuation purposes.

2.7.4 For employees who become eligible for this allowance subsequent to 1 November 2012, it will not be paid as an all-purpose allowance and will not be included when calculating the entitlements outlined in Clause 2.7.3 above.

2.8 Progression to Senior Medical Superintendent with Private Practice

2.8.1 The provisions outlined in Clause 14.7 of the *Medical Officers (Queensland Health) Award - State 2015* do not apply.

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

2.8.3 Provided that a MSPP may be appointed to such position by appointment to an advertised vacancy.

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

2.8.5 A MSPP must be given the opportunity to participate in a PAD process that will enable them to meet the requirements of Clause 2.8.2. Progression can only occur following a satisfactory PAD assessment. Where a MSPP has not been provided the opportunity to participate in a PAD process and there are no documented and substantiated performance concerns, they will increment to the next level.

3 PART 3 – INDUSTRIAL RELATIONS MATTERS AND CONSULTATION

3.1 Collective Industrial Relations

3.1.1 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.

3.1.2 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 Commitment to Consultation

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

3.2.2 The parties to this Agreement are committed to involving employees and their union representatives in the decision-making processes that may affect the workplace. Changes to the workplace include but are not limited to changes to the physical environment and an expansion or diminution of the role, responsibilities, or major duties of a medical officer, including supervisory duties.

3.2.3 Employees will be encouraged to participate in the consultation processes by being allowed adequate time to understand, analyse, seek appropriate advice from their union and respond to such information.

3.2.4 The requirement of consultation is never to be treated perfunctorily or as a mere formality (*Port Louis Corporation v. Attorney-General of Mauritius* (1965) AC 1111 at 1124).

3.2.5 "Consultation" involves more than a mere exchange of information. For consultation to be effective, the participants must be contributing to the decision-making process not only in appearance, but in fact. [Commissioner Smith (Australian Industrial Relations Commission), Melbourne, 12 March 1993].

3.2.6 The consultation process requires the exchange of timely information relevant to the issues at hand so that the parties have an actual and genuine opportunity to influence the outcome, before a final decision is made. Except where otherwise provided within this Agreement, the parties also recognise that the consultation process does not remove the rights of management to make the final decision in matters that may affect the workplace.

3.3 Consultative Forums and Reporting

3.3.1 In addition to the MOCA5 Oversight Committee the parties agree that Hospital and Health Service consultative forums, or equivalent, will continue for the life of the Agreement. Further, if mutually agreed between the union parties and a Hospital and Health Service, a local medical consultative forum should be established to discuss issues affecting the local medical workforce.

3.3.2 The purpose of Hospital and Health Service Consultative forums and or local medical consultative forums is to consult on local workplace matters including the implementation of the Agreement, workloads, workplace health and safety, recruitment issues and policies. If issues cannot be resolved at the local consultative forum level it can be referred to the MOCA5 Oversight Committee.

3.3.3 Each Hospital and Health Service consultative forum shall have 'organisational change' and 'contracting' as standing agenda items.

3.3.4 Management will provide, upon request to the Hospital and Health Service consultative forum (or equivalent), at not more than three monthly intervals, unless where agreed by the parties, reports detailing the following:

(a) permanent vacancies that are experiencing recruitment difficulties, and/or specific positions that remain unfilled; and/or

(b) current temporary employees (excluding RMOs on planned 12-month engagements), including name, job title, work location, when they commenced employment and the reasons for their engagement.

3.3.5 The reports listed above will be provided at the following consultative group meeting, provided that four weeks' notice is given.

3.3.6 Issues of concern in relation to the filling of permanent positions in work units should be raised at the HHS Consultative Forum (or equivalent) as necessary.

3.3.7 Permanent vacancies that remain unfilled for three months or greater will be reported to the MOCA5 Oversight Committee with information for consideration of the committee.

3.3.8 The employer is to provide relevant unions with complete lists of new starters (consisting of name, job title, work email and work location) to the workplace on a quarterly basis, unless agreed between the employer and relevant union to be on a more regular basis. This information is to be provided electronically.

3.3.9 The employer is required where requested to provide relevant unions with a listing of current staff comprising name, job title, and work location. This information shall be supplied on a six monthly basis, unless agreed between the employer and union to be on a more regular basis. The provision of all staff information to relevant unions shall be consistent with the principles outlined at section 350 of the *Industrial Relations Act 2016 (Qld).*

3.3.10 The local organiser/delegate may request from relevant local HR/line manager and be provided a report of relevant employee resignations to assist in monitoring of timeframes within three days.

3.3.11 The employer is to provide relevant unions with a list of resignations (consisting of job title and work location) on a quarterly basis, unless agreed between the employer and union to be on a more regular basis. This information is to be provided electronically.

3.3.12 On a quarterly basis, the employer is to provide a list of casual employees to the HHS Consultative Forum (or equivalent) and MOCA5 Oversight Committee (consisting of name, job title, work email and work location and when they commenced employment).

3.3.13 These reports will be sent to any member of the MOCA5 Oversight Committee where requested. The roles and responsibilities of the MOCA5 Oversight Committee are described at 1.14.2 and 1.16.

3.4 Union Briefing

The Department of Health will brief unions at least twice a year in respect of the budget situation of the Department and each Hospital and Health Service and report on employee numbers in the Department and each Hospital and Health Service by stream.

3.5 SMO Allowance Working Party

3.5.1 A joint working party will be established ('SMO Allowances Working Party') to undertake:

a. an interjurisdictional comparison of professional development allowances and leave entitlements for Senior Medical Officers; and

b. comparison of the Senior Medical Officer Motor Vehicle Allowance with the allowances provided to Queensland Public Service Senior Executive Service positions.

3.5.2 The working party will meet during the life of the Agreement and provide a report on the outcomes of its analysis to the MOCA 5 Oversight Committee before the commencement of negotiations for a replacement agreement.

4 PART 4 – ORGANISATIONAL CHANGE AND RESTRUCTURING

4.1 Organisational Change and Restructuring

4.1.1 Prior to implementation, all organisational change will need to demonstrate clear benefits such as enhanced service delivery to the community, improved efficiency and effectiveness and will follow the agreed change management processes as outlined in the "Queensland Health Organisational Change Management Guidelines", as amended from time to time. While ensuring the spirit of the guidelines is maintained in applying the document, the parties acknowledge that it has been designed as a guideline to be applied according to the circumstances.

4.1.2 When it is decided to conduct a review, union representatives will be advised as soon as practicable and consulted from the outset. All parties will participate in a constructive manner.

4.1.3 Furthermore, details will be included that provide for encouraging employees to participate in the consultative processes by allowing adequate time to understand, analyse and respond to various information that would be needed to inform employees and their unions.

4.1.4 All significant organisational change and/or restructuring that will impact on the workforce (e.g. job reductions, deployment to new locations, major alterations to current service delivery arrangements, the introduction of new technology) will be subject to the employer establishing such benefits in a business case which will be tabled for the purposes of consultation at the Hospital and Health Service Consultative Forum (or equivalent). A business case is not required for minor changes or minor restructuring, however consultation shall still occur.

4.1.5 It is acknowledged that management has a right to implement changes to ensure the effective delivery of health care services. The consultation process will not be used to frustrate or delay the changes but rather ensure that all viable options are considered. If this process cannot be resolved at the Hospital or Health Service level (or equivalent) in a timely manner either party may refer the matter to the MOCA 5 Oversight Committee.

4.1.6 The emphasis will be on minimum disruption to the workforce and maximum placement of affected staff within employers. Organisational restructuring should not result in a large scale 'spilling' of jobs.

4.1.7 Subject to the above, the parties acknowledge that where the implementation of workplace change results in fewer employees being required in some organisational units, appropriate job reduction strategies will be developed in consultation with relevant unions.

4.1.8 Prior to the implementation of any decision in relation to workplace change likely to affect security and certainty of employment of employees, such changes will be subject to consultation with the relevant union/s. The objective of such consultation will be to minimise any adverse impact on security and certainty of employment.

4.1.9 After such discussions have occurred and it is determined that fewer employees are required, appropriate job reduction strategies will be developed that may include non-replacement of resignees and retirees and the deployment/redeployment and retraining of excess employees which will have regard to the circumstances of the individual employee/s affected. This will occur in a reasonable manner.

4.1.10 Where individuals unreasonably refuse to participate or cooperate in deployment/redeployment and retraining processes, the full provisions for managing redundancies will be followed. No employee will 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.

4.1.11 To ensure consultative processes are effective, these guidelines will be reviewed and monitored throughout the life of the Agreement to ensure their effectiveness. Unions will be consulted as part of the review process. Consultative arrangements required to be followed in the management of any organisational change and restructuring proposal will be in accordance with the "Queensland Health Organisational Change Management Guidelines", as amended from time to time, which includes consultation with all relevant unions.

4.1.12 In addition, any changes to hours of operation will be subject to consultation, subject to 'Part 11 Employment Conditions'.

4.1.13 Industrial entitlements and award entitlements, including, but not limited to, shift work allowances, penalty rates, overtime and breaks will continue to apply in the event of a change to hours of operation.

5 PART 5 – WORKPLACE HEALTH AND SAFETY, WORKLOAD MANAGEMENT AND FATIGUE RELATED MATTERS

5.1 Workplace Bullying

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

5.1.2 All employees have the right to be treated fairly and with dignity in an environment free from adverse behaviours such as intimidation, humiliation, harassment, victimisation, discrimination and bullying.

5.1.3 Schedule 3 refers to the Workplace Harassment Policy, Human Resource Policy E13. This is a preserved policy under this Agreement.

5.2 Workplace Mental Health

Queensland Health recognises the importance of a mentally healthy workplace. Queensland Health aims to integrate health, safety and wellbeing for mental health into the workplace and to demonstrate commitment at every level to a mentally healthy workplace. Where required, programs and strategies will be developed to demonstrate this commitment.

5.3 Maximum Hours of Duty for Resident Medical Officers

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

5.4 10 Hour Break for Senior Medical Officers

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

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

5.5 10 Hour Break for Resident Medical Officers

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

5.6 Limited Extension of Fatigue Provisions for Overtime Performed on Weekends

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

5.7 Resident Medical Officer Fatigue Provisions When Overtime Worked on Other than an Ordinary Rostered Working Day

5.7.1 Any employee who works more than two hours overtime between 22:15 on any day other than an ordinary rostered working day and the commencement of work on the RMOs ordinary rostered working day and who has not had at least eight consecutive hours off duty during the 15 hours immediately preceding the commencement of work on their next ordinary rostered working day shall be released after completion of such overtime until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of an authorised person such an employee resumes or continues work without having had such eight consecutive hours off duty, the RMO shall be paid double rates until the RMO is released from duty for such period and shall be entitled to be absent until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

5.7.2 Provided that any call which commences after 07:00 prior to commencing duty on their next ordinary rostered working day would not count as time worked for the purpose of granting fatigue leave as stated in Clause 5.7.1.

5.8 Resident Medical Officer Rostering for Night Work

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

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

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

5.9 Provision of Safe Transport

Where a medical officer is identified as fatigued as a result of work, the employer will provide, if required, reasonable alternative transport arrangements, including reimbursement of taxi fares between the workplace and the employee's place of residence.

5.10 Medical Superintendents and Medical Officers with Private Practice - Time Free From Duty

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

6 PART 6 – Employment Security and Contracting

Schedule 2 contains the Queensland Government's Employment Security Policy. This policy now forms part of the Agreement and outlines the Government's commitment to maximising employment security.

7 PART 7 – PROFESSIONAL DEVELOPMENT

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.

7.1 Professional Development Leave (PDL) Resident Medical Officers

7.1.1 All RMOs, other than Interns, will be entitled to accrue 1.6 weeks of PDL per year in addition to existing exam leave entitlements.

7.1.2 RMOs in rural and remote locations will accrue an additional 0.6 weeks of professional development leave each year to be used as travel time to attend professional development activities, or examinations at the election of the RMO.

7.1.3 This leave may be accumulated for a period of up to 5 years, as long as the RMO remains in continuous employment with Queensland Health as a RMO.

7.1.4 RMOs may access their PDL at any stage of their employment from commencement. Approval to access PDL cannot be unreasonably withheld. In the case that a 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.

7.1.5 PDL will not be cashed out upon cessation of employment.

7.1.6 RMOs who have taken a leave of absence from Queensland Health for a period up to two years and one month shall, on re-employment, be entitled to reinstatement of their professional development leave accruals that existed prior to their termination.

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

7.1.8 Access to training courses:

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

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

7.2 Professional Development Allowances (PDA) – Resident Medical Officers

7.2.1 Vocational Training Subsidy:

(a) All RMOs who confirm their acceptance and remain in a vocational training program will be entitled to the payment of a vocational training subsidy of $3,670 per annum from 1 July 2018. This allowance will remain linked to the wages increase and will increase annually as follows: increase by 2.5% on 1 July 2019, increase by 2.5% on 1 July 2021, and a further increase by 2.5% on 1 January 2022.

(b) The subsidy will be paid as a fortnightly allowance, with payment to commence from the first day of the pay period following the date of the RMO's acceptance onto the training

program. The RMO is to provide satisfactory evidence of their acceptance as a vocational trainee with one of the specialty colleges. Backdating will not exceed a period of three months from the provision of evidence unless in exceptional circumstances.

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

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

7.2.2 Professional Development Allowance (PDA) for other Resident Medical Officers.

All RMOs, other than Interns and those RMOs in receipt of the Vocational Training Subsidy in accordance with Clause 7.2.1, will be entitled to a payment of $2,200 from 1 July 2018. This allowance will remain linked to the wages increase and will increase annually as follows:

- 2.5% on 1 July 2019,
- 2.5% on 1 July 2021 and a further
- 2.5% on 1 January 2022

7.3 Examination Leave

7.3.1 Examination leave is separate from other leave entitlements but may be used in conjunction with other leave entitlements.

7.3.2 Where a RMO sits for an examination for approved additional qualifications, the employee will be allowed leave on full pay as is reasonable and necessary to sit for such examination.

7.3.3 For purposes of clarity, a RMO is to be allowed leave on full pay for each day of an approved examination plus three days. These days may be taken prior to or following the examination or a combination of both. This entitlement is to apply for each examination throughout the course of the year.

7.3.4 For clarity, rostered shifts will not be changed to remove access to this entitlement.

7.3.5 The employer may grant, upon application, additional leave to a RMO as may be necessary to travel to and from the centre where an examination is being held, having regard to such matters as distances to be travelled, mode and availability of transport.

7.3.6 The granting of all leave under Clause 7.3 will not be unreasonably withheld by the employer.

7.3.7 Senior Medical Officers are not entitled to examination leave.

7.3.8 Examination leave - medical practitioner with private practice. Where a medical practitioner with private practice sits for an examination for an approved additional qualification, the employee will be allowed such leave on full pay as is reasonable and necessary, including travelling time to and from the centre where the examination is being held.

7.4 Professional Development Assistance - Senior Medical Officers

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

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

7.5 Professional Development Allowance (PDA) and Professional Development Leave (PDL) - Senior Medical Officers

7.5.1 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.

7.5.2 All SMOs, MSPP and MOPP will be paid an annual professional development allowance which increases as follows. This allowance will be paid fortnightly.

- $20,500 from 1 July 2018;
- $21,000 from 1 July 2019;
- $21,500 from 1 July 2020.

7.5.3 All PDL will be subject to the approval of the Clinical Director or Medical Superintendent.

7.5.4 SMOs will accrue 3.6 weeks PDL per year for a maximum of 10 years.

7.5.5 With the agreement of the Executive Director, Medical Services, Clinical Director or relevant manager, the SMO may access their accrued PDL balance to undertake professional development activities outside of ordinary rostered hours.

7.5.6 The SMO will be remunerated for professional development activities outside of ordinary rostered hours undertaken in accordance with Clause 7.5.5 by additional payment at the SMO's ordinary rate of pay and deducted from their PDL balance accordingly.

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

8 PART 8 – NON-METROPOLITAN PROGRAM

8.1 Purpose and Elements of Program

8.1.1 **Inaccessibility Allowance**

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

8.1.1.2 The allowances in the table below will be paid in three monthly instalments upon meeting completion periods outlined in the table below.

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 per annum 50% paid after six months completion period. 25% paid in three monthly instalments thereafter.

Queensland Health Inaccessibility Category	**Communities (Categorised by criteria of remoteness inaccessibility)**		**Total Inaccessibility Package [1.*] (Allowance payable per annum)**
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 per annum 50% paid after six months completion period. 25% paid in three monthly instalments thereafter.
3	Capella Cardwell Clermont Cloncurry Collinsville Cooktown Dysart Injune Middlemount Mitchell Mount Garnet	Mount Isa Mungindi Rubyvale Sapphire Springsure St George Surat Taroom Tieri Wandoan	$34,500 per annum 50% paid after six months completion period. 25% paid in three monthly instalments thereafter.
4	Balgal Baralaba Blackwater Dimbulah Eidsvold Giru Glenden Herberton	Miles Moranbah Mundubbera Ravenshoe Tara Texas Theodore	$27,600 per annum 100% paid after twelve months completion period. 25% paid in three monthly instalments thereafter.
5	Agnes Waters Babinda Biggenden Bowen Chinchilla Emerald Gayndah	Gin Gin Inglewood Jandowae Mareeba Monto Moura Roma	$20,700 per annum 100% paid after twelve months completion period. 25% paid in three monthly instalments thereafter.
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 per annum 100% paid after twelve months completion period. 25% paid in three monthly instalments thereafter.
7	Beaudesert Boonah Gladstone	Laidley Magnetic Island Maleny	$6,900 per annum 100% paid after twelve months

Queensland Health Inaccessibility Category	**Communities (Categorised by criteria of remoteness inaccessibility)**	**Total Inaccessibility Package [1.*] (Allowance payable per annum)**
	Gympie Oakey Kilcoy Warwick	completion period. 25% paid in three monthly instalments thereafter.

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

1 Payment as a full monetary

8.1.1.3 Medical officers must complete the period of service specified for their location as outlined above to be eligible for the payment.

8.1.1.4 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.

8.1.2 Benefits

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 the first 6 months eligible service, once the six months is complete the allowance will be paid in three monthly instalments;

(ii) Eligible beneficiaries in Inaccessibility Incentive category 4 to 7 locations will be paid the full annual benefit upon the completion of 12 months eligible service, once the first year is complete the allowance will be paid in three monthly instalments;

(iii) Where service occurs across different categories it will be paid on a pro-rata basis for each of the categories as outlined in the table, once the eligible service is complete the allowance will be paid in three monthly instalments;

(iv) No benefit will be payable where the minimum periods of either 6 or 12 months are not worked except in the case of RMOs as specified in Clause 8.1.2(v);

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

9 PART 9 - EQUITY AND REQUEST FOR FLEXIBLE WORKING ARRANGEMENTS

9.1 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).

9.2 The Flexible Working Arrangements Guideline has been developed for the purpose to achieve work life balance. Queensland Health is committed to implementing all strategies and performance indicators as agreed.

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

9.4 In accordance with the *Industrial Relations Act 2016 (Qld)* an employee may ask the employer for a change in the way the employee works, including – the employee's ordinary hours of work, an example of such a request could include the request to work a nine-day fortnight.

9.5 Further, in accordance with the Act the request must (a) be in writing; and (b) state the change in the way the employee works in sufficient detail to allow the employer to make a decision about the request; and (c) state the reasons for the change.

9.6 The employer may decide to grant the request or grant the request in part or subject to conditions; or refuse the request. The employer may grant the request in part or subject to conditions, or refuse the request, only on reasonable grounds.

9.7 The employer must give the employee written notice about its decision within 21 days after receiving the request. If the employer decides to grant the request in part or subject to conditions or to refuse the request, the written notice about the decision must state the reasons for the decision, outlining the reasonable grounds for granting the request in part or subject to conditions or for the refusal.

9.8 A request for flexible working arrangement should take into account current and projected workforce needs, cost effectiveness, internal and external client needs as well as other team and work unit members.

10 PART 10 – LEAVE PROVISIONS

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

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

11 PART 11 – EMPLOYMENT CONDITIONS

11.1 Hours of Work – Resident Medical Officers

11.1.1 The ordinary hours of work of Resident Medical Officers (RMOs) 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.

11.1.2 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.

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

11.1.4 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 11.1.1 by which the 76-hour fortnight is implemented or worked from time to time.

11.1.5 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 11.1.4.

11.1.6 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.

11.1.7 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.

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

11.1.9 Where, as at the date of termination of service, an employee has accumulated time towards an accrued day or days off in accordance with this clause, and been unable to access same, such employee will be paid for the time so accrued at the employee's ordinary rate of pay, up to the maximum of 6 accrued days.

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

11.2 Posting of Rosters for Resident Medical Officers

Where operationally practicable rosters will be posted four weeks in advance. Where this is not possible, a minimum of two weeks' notice will be provided.

11.3 Hours of Work – Senior Medical Officers

11.3.1 The ordinary hours of work for SMOs are 80 hours per fortnight, or for a part time SMO the hours the employee is engaged to work in accordance with Clause 8.5 (a) of the Award.

11.3.2 Unless otherwise provided in this clause ordinary hours will be worked between 07:00 and 18:00 Monday to Friday.

11.3.3 For SMOs who have agreed to work an extended hours roster in accordance with Clause 11.5 ordinary hours will be worked at times and on days as dictated by the employee's extended hours roster.

11.3.4 Clauses 11.3, 11.5, 11.13, 11.15, 11.16, 11.17, 11.18.3, 11.18.4, 11.18.5, 11.8.6, 11.20, 11.25, 11.26, and 11.32 do not apply to MSPP/MOPPs. To be clear clauses from MOCA5 that do not apply to MSPP/MOPPs include the following:

- Clause 11.3 – Hours of Work – SMOs;

- Clause 11.5 - Extended Span of Ordinary Hours to Meet Clinical Need – SMOs;
- Clause 11.13 - Overtime Senior Medical Officers;
- Clause 11.15 - Payment of Penalties Paid as Worked – SMOs;
- Clause 11.16 and 11.17 – Public Holidays – SMOs;
- Clause 11.18.3 – On call – SMOs;
- Clause 11.18.4 – Digital Recall
- Clause 11.18.5 – Physical Recall
- Clause 11.18.6 – Digital Recall with Physical Recall
- Clause 11.20 – Clinical Support Time;
- Clause 11.25 - Attraction and Retention Incentive Allowance – SMOs;
- Clause 11.26 - Rostering; and
- Clause 11.32 -Granted Private Practice Agreement.

11.3.5 Ordinary rate means the wage rate outlined in Schedule 1.

11.3.6 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 circumstances of the employee concerned:

(a) By officers working 8 continuous Ordinary Hours (excluding the meal break) each day; or

(b) By officers working between 4 and 8 continuous Ordinary Hours (excluding the meal break) each day on one or more days each work cycle; or

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

i. Up to a maximum of 10 Ordinary Hours on weekdays;

ii. For SMOs working on an extended hours arrangement only, up to a maximum of 12 Ordinary Hours on weekends and public holidays;

iii. Where service delivery necessitates it and by agreement with the officer/s, a shift length of 12 and half Ordinary Hours inclusive of a paid meal break may be worked;

iv. The minimum engagement is four continuous Ordinary Hours.

(d) The outcome of such consultation must be recorded in writing.

11.3.7 The employer has the right to make the final determination as to the method (outlined in this Clause 11.3.7) 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.

11.3.8 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.

11.3.9 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.

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

11.3.11 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.

11.3.12 No entitlement exists for the payment of a Flexibility Allowance as provided in Clause 13.9 of the Award.

11.4 Extended Span of Ordinary Hours to Meet Clinical Need – Senior Medical Officers

11.4.1 Shifts that are rostered outside the span of ordinary hours as prescribed at Clause 11.3.2 of the Agreement, in order to meet clinical need, may be proposed by the employer or employees who may be affected by any such change. A consultation process that acknowledges the commitment of SMOs to patient care and takes into consideration any suggested alternatives to the proposed roster change will be undertaken.

11.4.2 The consultation process will include information on:

(a) Details of the proposed roster change; and

(b) Reasons for the proposed roster change including clinical need and patient safety; and

(c) Strategies for delivering adequate medical staffing levels and adequate associated nursing, allied health, clerical and support staffing levels, where appropriate, to ensure patient and staff safety; and

(d) Strategies that address work/life balance including consideration of personal circumstances such as family responsibilities or medical conditions, access to leave and Clinical Support Time entitlements, teaching and supervision responsibilities and accommodation of emergent commitments; and

(e) Fatigue management strategies.

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

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

(a) the written agreement of individual SMOs to work the proposed shifts;

(b) a nominated trial period of no more than three months to evaluate the operation of the roster change;

(c) the roster will be provided at least 4 weeks in advance to participating employees, however rosters may be changed to reflect emergent needs;

(d) participating employees will be rostered equitably to work shifts between 07:00 to 23:00 Monday to Friday and between 08:00 to 18:00 on Saturday and Sunday.

(e) employees with personal circumstances such as family responsibilities or a medical condition that would impact their ability to participate fully or partially in such a roster arrangement will be given special consideration in deciding equitable rostering arrangements.

11.4.5 Where significant change is proposed to rosters or staffing arrangements, further consultation will be required consistent with the process at Clause 11.4.2 before a new roster can be implemented.

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

(a) At the end of the roster trial period; or

(b) When the personal circumstances of the employee changes; or

(c) When there has been significant change to the matters set out in the roster consultation process at Clause 11.4.2; or

(d) When the SMO experiences ongoing fatigue as a result of the pattern of work.

11.4.7 The parties agree that nothing in Clause 11.4 should be construed as compelling an individual to work ordinary hours outside the span of ordinary hours at Clause 11.3.2.

11.5 Existing Extended Hours Rosters

11.5.1 Existing extended hours of work rosters outside the span of ordinary hours in place as at 1 July 2015 will continue.

11.5.2 Employees recruited to roles with existing extended hours rosters outside the span of ordinary hours may be required to work in accordance with the arrangements in place.

11.5.3 Existing extended hours of work rosters may only be altered in accordance with the provisions of Clause 11.4.

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

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

11.7 Payment for Work in an Extended Span of Ordinary Hours

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

Period of work	Loading
(a) Hours worked between 18:00 and 07:00 Monday to Friday • If an SMO finishes work after 18:00, all rostered hours worked	44%

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

11.8 Implementation of extended span of ordinary hours

The implementation of extended span of ordinary hours and disputes arising under the dispute settling procedure will be monitored by the MOCA 5 Oversight Committee.

11.9 Posting of Rosters for Senior Medical Officers

Notwithstanding the specific requirement to provide rosters in advance to Senior Medical Officers participating in an extended span of ordinary hours roster as outlined above, where operationally practicable rosters should be posted four weeks in advance for all medical officers. Where this is not possible, a minimum of two weeks' notice will be provided.

11.10 Meal Breaks Medical Officers

11.10.1 Medical officers will be entitled to have a meal break of 30 minutes clear of work commitments.

11.10.2 Scheduling of meal breaks for longer than 30 minutes must be agreed in writing between the medical officer and the employer.

11.10.3 Where meal breaks cannot be accessed medical officers will be paid overtime, at the applicable overtime rate for the duration of the meal break.

11.10.4 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.

11.11 Rest Pauses

11.11.1 All employees are entitled to paid rest pauses, taken in the employer's time, as follows:

(i) one 10-minute rest pause for an employee who works 6 ordinary hours or less in any day; or

(ii) two 10-minute rest pauses for an employee who works for more than 6 ordinary hours in any day.

11.11.2 With agreement between the employee and employer, rest pauses may be taken together to form one 20-minute break.

11.12 Overtime Resident Medical Officers

11.12.1 A RMO performing additional hours of duty in excess of the ordinary hours specified in Clause 11.1 of this Agreement shall be, subject to approval by the authorised manager, paid for such excess duty hours as follows:

(i) Non-shift workers:

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.

(ii) Shift workers as defined in the Award:

a) Monday to Sunday – double time of the ordinary rate;
b) Public Holidays – double time and one-half of the ordinary rate.

11.13 Overtime - Senior Medical Officers

11.13.1 A SMO performing additional hours of duty in excess of the ordinary hours specified in Clause 11.4 of this Agreement shall be, subject to approval by the authorised manager, paid at the rate of 270% of the relevant base rate for such excess duty hours.

11.13.2 Where a SMO and the service have agreed to annualise payments in accordance with Clause 11.15.2, the SMO and the service may agree for overtime to be paid on an annualised basis. This payment is to be based on a reasonable prediction by the service that the overtime will be worked by that SMO over the course of the year, to which the overtime base rate multiplier will be applied.

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

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

11.14 Overtime Part - Time Senior Medical Officers

11.14.1 Part-time SMOs who are required to work additional hours in excess of their ordinary hours will be entitled to overtime.

11.14.2 However, by prior written mutual agreement (can include electronic means such as email, text message or a group messaging service) per shift or group of shifts, a part-time SMO may elect to work additional hours above their regular hours at ordinary rates, up to 80 hours per fortnight in accordance with Clause 8.5(c) of the Award.

11.15 Payment of Penalties Paid as Worked – Senior Medical Officers

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

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

11.15.3 In such cases:

(a) a 'cooling off' period of three months from agreement will apply so that an individual SMOs may elect to change their initial selection on a one-off basis;

(b) alternatively, an individual SMO may change their option annually (effective from the commencement of the first pay period each financial year);

(c) an individual SMO or employer may renegotiate or cease an annualised payment arrangement when significant change to the individual SMO's work requirements has occurred.

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

11.16 Public Holidays

All work done on a public holiday will be paid at the applicable public holiday rate with a minimum payment as for four hours.

11.17 Public Holidays - Senior Medical Officers

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

11.17.2 All time worked on a public holiday will attract a loading of 116% in addition to payment under Clause 11.17.1.

11.17.3 Where a public holiday falls on a Saturday or Sunday for the majority of the shift, the higher rate payable applies.

11.18 On Call and Recall

11.18.1 On Call Allowance:

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 5.4 and Clause 5.5 apply. However, for fatigue under this clause there is no requirement for a minimum of two hours to be worked.

11.18.2 On Call – Resident Medical Officers:

11.18.2.1 "On Call" is the availability of a RMO to be on duty within 30 minutes of being recalled.

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

11.18.3 On Call Senior Medical Officers:

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

11.18.4 Digital Recall:

11.18.4.1 A medical officer on call and who is recalled to perform duty and is able to perform that duty using appropriate (meaning suitable or right for a particular situation or occasion) digital resources without the need to leave their residence and/or without the need to return to the facility will be remunerated for the digital recall accordingly:

- RMO - a minimum of 30 minutes at applicable overtime rate of the relevant base rate for each time the employee performs such duties.
- SMO - a minimum of 30 minutes at 270% of the relevant base rate for each time the employee performs such duties.

An exception to this is any digital recall within the minimum period of thirty minutes shall not be regarded as a separate digital recall.

11.18.4.2 For the purpose of clarity, digital recall includes, but is not limited to, work that requires access, review and/or creation of a record containing a patient's medical information, care or treatments received, test results, diagnoses, and/or medications taken and includes clinical decision documentation. Examples of digital recall include, but are not limited to, participating in an after hours state wide service such as the alcohol and drug clinical advisory service and/or reviewing and providing advice on medical images.

11.18.4.3 Review of information that would reasonably be conveyed effectively verbally by phone is not considered to be digital recall.

11.18.5 Physical Recall:

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

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

11.18.6 Digital Recall with Physical Recall

A medical officer who is on call and who is recalled to the facility or service to perform work within 30 minutes of the commencement of performing digital recall, will be paid a minimum payment as follows:

- RMO - a minimum of 2.5 hours at the applicable overtime rate of the relevant base rate for each instance within any period of 24 hours.
- SMO - a minimum of 2.5 hours at 270% of the relevant base rate for the first instance, and 1.5 hours at 270% of the relevant base rate in subsequent instances within any period of 24 hours.

11.19 Excessive Phone Calls

11.19.1 The Department of Health will undertake a review of phone calls received by SMOs who are on-call, including the instances and frequency of telephone advice being provided. The review will examine telephone advice duration and frequency amongst a representative sample of SMOs, departments and facilities as agreed between the parties and provide recommendations to support and inform telephone advice practices and fatigue implications. The review will also consider whether any identified 'excessive' telephone advice is adequately managed within, and compensated under, existing provisions within the Agreement and, if not, will make recommendations for any additional arrangements as agreed between the parties to the Director-General for consideration.

11.19.2 The MOCA 5 Oversight Committee will establish a review group to facilitate the review, this group will be made up of equal numbers of management and employee representatives.

11.20 Clinical Support Time

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

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

11.20.3 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.

11.20.4 As such, a minimum of 10% clinical support time will be available for the senior medical officer of each medical operational unit (within HHSs, the Department of Health, including Health Support Queensland and the Divisions) with allocation of clinical support time duties determined by the Clinical Director. It is the expectation that the distribution of clinical support time is a minimum of 10% allocated to individuals rather than on a collective basis.

11.20.5 Clinical support time is calculated as minimum of 10% of an SMO's contracted ordinary hours per fortnight. It is the expectation that all SMOs will have access to clinical support time. Where this is not possible per fortnight SMOs are to be consulted and the clinical support time will be made available at an appropriate time.

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

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

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

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

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

11.21 Confidential Workspaces

11.21.1 SMOs shall be provided with sufficient and appropriate work locations to allow them to fulfil their work in clinical support time. Such locations shall take into consideration such activities as confidential discussions and dictation of protected information into letters.

11.21.2 The Hospital and Health Services will provide a policy to ensure that confidential space is provided for SMOs to undertake confidential work. The policy is to include matters pertaining to the provision of sufficient secure storage for confidential work items such as letters, notes and other records generated and required in clinical support time.

11.22 Safe Workspaces

For the safety of patients and employees, patients are to be assessed and treated in spaces that are appropriate to the treatment of the patient. This includes access to appropriate equipment, confidentiality, privacy, ability to move freely and safely (e.g. access and egress). This applies to all employees and their workplaces, including those services outside hospital settings.

11.23 Higher Duties – Resident Medical Officers

11.23.1 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.

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

11.24 Attraction and Retention Incentive Allowance – Senior Medical Officers

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

11.24.1 General Attraction and Retention allowance:

11.24.1.1 For Specialist medical practitioners (excluding specialist general practitioners) an allowance of 50% of base salary;

11.24.1.2 For SMOs, other than those in Clause 11.24.1.1 an allowance of 35% of base salary;

11.24.1.3 Except that the sum of percentages in Clause 11.24.1.1 and or 11.24.1.2 will be reduced by 25% of base salary for those who:

a. nominate to participate in the granted private practice revenue retention arrangement

b. fail to complete the granted private practice agreement template within three months of certification of this Agreement or upon commencement of employment (whichever is later); or

c. have their granted private practice arrangement terminated in accordance with the termination provisions of the granted private practice agreement.

11.24.2 Regional and Rural attraction allowance:

Amounts in Clause 11.24.1.1 and 11.24.1.2 will be increased by an additional:

(a) 5% of base salary for SMOs employed in Cairns and Hinterland, Townsville (excluding Palm Island) and Darling Downs HHSs;

(b) 10% of base salary for SMOs employed on Palm Island, or in Central West, Mackay, Central Queensland, Wide Bay, and South West HHSs; and

(c) 15% of base salary for SMOs employed in Torres and Cape and North West HHSs.

11.24.3 Emergency Department specialty allowance

11.24.3.1 Where a SMO works in an Emergency Department under a rostering arrangement in accordance with Clause 11.4, and the medical officer's rostered hours include working evening shifts Monday to Friday, and/or shifts anytime on the weekend, an allowance of 25% of base salary is paid in addition to amounts in Clause 11.24.1 and 11.24.2.

11.24.3.2 The parties acknowledge for clarity that the allowances in Clause 11.24.1 and 11.24.2 and 11.24.3 are only payable to senior medical staff who meet the criteria outlined in the respective clauses, and do not apply to casual staff, resident medical staff, MSPP/MOPP.

11.24.3.3 The allowances payable under Clause 11.24.1 and 11.24.2 and 11.24.3 are payable for paid leave, and included as ordinary time earnings for superannuation.

11.25 Rural and Remote Review

The department will provide funding throughout the life of the Agreement for a dedicated project officer to review rural and remote employment entitlements. It will provide recommendations to inform the development of a new package to address recruitment and retention issues in rural and remote locations. The review will specifically examine the suitability of the existing Medical Superintendents with Private Practice and Medical Officers with Private Practice pay rate structure as above, the existing criteria and process for movement between these levels and any potential for further rate matching above Level 18. This review will be conducted and finalised within the first eighteen months after certification of the new Agreement, any implementation of agreed recommendations is to occur by the beginning of the third year of the Agreement.

11.26 Rostering

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

11.27 Commitment to Clinical Productivity

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

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

11.28 Domestic and Family Violence Leave

11.28.1 Domestic and family violence occurs when one person in a relevant relationship uses violence and abuse to maintain power and control over the other person. This can include behaviour that is physically, sexually, emotionally, psychologically or economically abusive, threatening, coercive or aimed at controlling or dominating the other person through fear. Domestic and family violence can affect people of all cultures, religions, ages, genders, sexual orientations, educational backgrounds and income levels.

11.28.2 Managers, supervisors and all employees are committed to making their workplaces a great place to work. The workplace can make a significant difference to employees affected by domestic and family violence by providing appropriate safety and support measures. "Domestic violence" and "relevant relationship" is as defined under Division 2 and Division 3 of the *Domestic and Family Violence Protection Act 2012 (Qld)*.

11.28.3 The parties recognise that employees have the right to choose whether, when and to whom they disclose information about being affected by domestic and family violence. Managers and employees will sensitively communicate with employees and colleagues affected by domestic and family violence.

11.28.4 Support for employees affected by domestic and family violence is provided for in the Public Service Commission Directive 04/15.

11.28.5 In accordance with the *Industrial Relations Act 2016* (Qld) (the Act) an employee, other than a casual employee, is entitled to 10 days of domestic and family violence leave on a full pay in a year if –

(a) The employee has experienced domestic violence; and

(b) The employee needs to take domestic and family violence leave as a result of domestic violence.

11.28.6 This entitlement, including provision for long and short term casual employees, will be administered in accordance with section 52 of the *Industrial Relations Act 2016 (Qld)*.

11.28.7 Queensland Health Employee Assistance offers a range of support services and programs. Employees can access information about available support service through line managers or their local human resource services.

11.29 Preservation of Individual Employment Arrangements

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

11.30 Motor Vehicle Allowance for Senior Medical Officers

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

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

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

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

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

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

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

11.30.4 The motor vehicle allowance contained in the *Medical Officers (Queensland Health) Award - State 2015* is not payable to any employee in receipt of this motor vehicle allowance.

11.30.5 The motor vehicle fortnightly allowance is to be paid on periods of paid leave. If leave is taken at half pay, the allowance shall be paid at half pay. Where leave without pay is taken, the allowance is not payable for the duration of the unpaid leave period.

11.31 Outside Clinical Practice

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

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

11.31.2 The medical officer must also provide updated information to the employer upon request.

11.31.3 The MOCA 5 Oversight Committee will develop a standard form for the collection of the relevant information as listed above.

11.32 Granted Private Practice Agreement

11.32.1 Private practice arrangements for SMOs are provided under the standard granted private practice agreement template. This agreement is to be completed at the time of commencement of employment.

11.32.2 The life of the granted private practice agreement will be commensurate with the life of this certified agreement. However, SMOs can nominate to change options on a financial year basis, or at another time upon mutual agreement with their employer.

11.33 Granted Private Practice Commitments

11.33.1 Senior Medical Officers:

(a) The parties accept that patients have a choice to be treated as a public or private patient in a public health facility, and agree to facilitate this choice.

(b) To be clear this includes SMOs seeing private patients referred appropriately either as inpatients or outpatients during hours of work and performing professional services such as procedures, consultations and diagnostic examinations on the basis of clinical need.

(c) Where a patient elects to be treated as a private patient under a SMO's care, the SMO authorises the employer and/or an entity appointed by the employer as their billing agent to raise appropriate fees under the SMO's Medicare provider number (where eligible) in accordance with the SMO's granted private practice agreement, applicable scheme rules, the Medicare Benefits Schedule and the Queensland Health Fees and Charges Register (as amended from time to time).

(d) The employer will provide reasonable support (e.g. administration and clinical support staff) to ensure the effective delivery of private patient care at the hospital/facility.

(e) The employer will provide timely and accurate information to SMOs concerning their granted private practice activities. This includes providing monthly reports of billings against the SMO's Medicare provider number, and ensuring support staff provide clear and prompt communication to the SMO when informed financial consent has been provided by a patient wishing to be treated privately under their care.

(f) The parties acknowledge that employers have Private Practice Governance Committees in place and that employers may take reasonable steps to ensure the effective and efficient operation of private practice.

11.33.2 Medical Superintendents and Medical Officers with Private Practice

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

12 PART 12 – LEAVE RESERVED/NO EXTRA CLAIMS

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

- 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;
- This Agreement covers all matters or claims that could otherwise be subject to protected action under the Act and its successors.

12.2 Any outcome arising from Clause 2.6 may be implemented where there is agreement between the parties.

SCHEDULE 1 – Wage Rates and Allowances

Resident Medical Officers and Senior Medical Officers

	Wage Rates payable from 01/07/2018		**Wage Rates payable from 01/07/2019**		**Wage Rates payable from 01/07/2021**		**Wage Rates payable from 01/01/2022**	
Classification	**Per Fortnight $**	**Per Annum $**	**Per Fortnight $**	**Per Annum $**	**Per Fortnight $**	**Per Annum $**	**Per Fortnight $**	**Per Annum $**
L1	2,880.00	75,137.00	2,952.00	77,016.00	3,025.80	78,941.00	3,101.40	80,913.00
L2	3,120.00	81,399.00	3,198.00	83,434.00	3,278.00	85,521.00	3,360.00	87,660.00
L3	3,360.00	87,660.00	3,444.00	89,852.00	3,530.10	92,098.00	3,618.40	94,402.00
L4	4,140.10	108,012.00	4,243.60	110,712.00	4,349.70	113,481.00	4,458.40	116,317.00
L5	4,259.90	111,138.00	4,366.40	113,916.00	4,475.60	116,765.00	4,587.50	119,685.00
L6	4,379.90	114,268.00	4,489.40	117,125.00	4,601.60	120,052.00	4,716.60	123,053.00
L7	4,560.00	118,967.00	4,674.00	121,941.00	4,790.90	124,991.00	4,901.70	127,882.00
L8	4,680.00	122,098.00	4,797.00	125,150.00	4,916.90	128,278.00	5,039.80	131,485.00
L9	4,800.10	125,231.00	4,920.10	128,362.00	5,043.10	131,571.00	5,169.20	134,861.00
L10	5,279.90	137,749.00	5,411.90	141,193.00	5,547.20	144,722.00	5,685.90	148,341.00
L11	5,460.10	142,450.00	5,596.60	146,011.00	5,736.50	149,661.00	5,879.90	153,402.00
L12	5,640.00	147,144.00	5,781.00	150,822.00	5,925.50	154,592.00	6,073.60	158,456.00
L13	5,818.20	151,793.00	5,963.70	155,589.00	6,112.80	159,479.00	6,265.60	163,465.00
L14	6,000.00	156,536.00	6,150.00	160,449.00	6,303.80	164,462.00	6,461.40	168,573.00
L15	6,181.10	161,260.00	6,335.60	165,291.00	6,494.00	169,424.00	6,656.40	173,661.00
L16	6,364.70	166,050.00	6,523.80	170,201.00	6,686.90	174,456.00	6,854.10	178,819.00
L17	6,546.60	170,796.00	6,710.30	175,067.00	6,878.10	179,445.00	7,050.10	183,932.00
L18	6,720.00	175,320.00	6,888.00	179,703.00	7,060.20	184,196.00	7,236.70	188,800.00
L19	6,900.10	180,019.00	7,072.60	184,519.00	7,249.40	189,132.00	7,430.60	193,859.00
L20	7,106.60	185,406.00	7,284.30	190,042.00	7,466.40	194,793.00	7,653.10	199,664.00
L21	7,260.00	189,408.00	7,441.50	194,143.00	7,627.50	198,996.00	7,818,20	203,971.00

L22	7,440.00	194,104.00	7,626.00	198,957.00	7,816.70	203,932.00	8,012.10	209,030.00
L23	7,620.20	198,806.00	7,810.70	203,776.00	8,006.00	208,871.00	8,206.20	214,094.00
L24	7,805.70	203,645.00	8,000.80	208,735.00	8,200.80	213,953.00	8,405.80	219,301.00
L25	8,036.10	209,656.00	8,237.00	214,897.00	8,442.90	220,269.00	8,654.00	225,777.00
L26	8,279.80	216,014.00	8,486.80	221,415.00	8,699.00	226,951.00	8,916.50	232,625.00
L27	8,520.20	222,286.00	8,733.20	227,843.00	8,951.50	233,538.00	9,175.30	239,377.00
L28	8,879.90	231,670.00	9,101.90	237,462.00	9,329.40	243,397.00	9,562.60	249,482.00
L29	9,360.10	244,198.00	9,594.10	250,303.00	9,834.00	256,562.00	10,079.90	262,978.00

Medical Superintendents with Private Practice and Medical Officers with Private Practice

Classification Level	**Wage Rates payable from 01/07/2018**		**Wage Rates payable from 01/07/2019**		**Wage Rates payable from 01/07/2021**		**Wage Rates payable from 01/01/2022**	
	Per Fortnight $	**Per Annum $**	**Per Fortnight $**	**Per Annum $**	**Per Fortnight $**	**Per Annum $**	**Per Fortnight $**	**Per Annum $**
Medical Officers with Private Practice	5,818.20	151,793.00	5,963.70	155,589.00	6,112.80	159,479.00	6,265.60	163,465.00
	6,000.00	156,536.00	6,150.00	160,449.00	6,303.80	164,462.00	6,461.40	168,573.00
	6,181.10	161,260.00	6,335.60	165,291.00	6,494.00	169,424.00	6,656.40	173,661.00
Medical Superintendents with Private Practice	5,818.20	151,793.00	5,963.70	155,589.00	6,112.80	159,479.00	6,265.60	163,465.00
	6,000.00	156,536.00	6,150.00	160,449.00	6,303.80	164,462.00	6,461.40	168,573.00
	6,181.10	161,260.00	6,335.60	165,291.00	6,494.00	169,424.00	6,656.40	173,661.00
	6,364.70	166,050.00	6,523.80	170,201.00	6,686.90	174,456.00	6,854.10	178,819.00
Senior Medical Superintendents with Private Practice	6,546.60	170,796.00	6,710.30	175,067.00	6,878.10	179,445.00	7,050.10	183,932.00
	6,720.00	175,320.00	6,888.00	179,703.00	7,060.20	184,196.00	7,236.70	188,800.00

Medical Managers and Clinical Managers Allowance

Allowance Detail	**Allowance Level**	**Wage Rates payable from 01/07/2018**		**Wage Rates payable from 01/07/2019**		**Wage Rates payable from 01/07/2021**		**Wage Rates payable from 01/01/2022**	
		Per Fortnight $	**Per Annum $**	**Per Fortnight $**	**Per Annum $**	**Per Fortnight $**	**Per Annum $**	**Per Fortnight $**	**Per Annum $**
Clinical Managers Allowance	CM1	268.90	7,015	275.60	7,190	282.50	7,370	289.60	7,555
	CM2	403.10	10,517	413.20	10,780	423.50	11,049	434.10	11,325
	CM3								

		537.60	14,026	551.00	14,375	564.80	14,735	578.90	15,103
	CM4	671.90	17,529	688.70	17,968	705.90	18,416	723.50	18,876
	CM5	806.50	21,041	826.70	21,568	847.40	22,108	868.60	22,661
	CM6	940.70	24,542	964.20	25,155	988.30	25,784	1,013.00	26,428
	CM7	1,075.40	28,056	1,102.30	28,758	1,129.90	29,478	1,158.10	30,214
Medical Managers Allowance	MM1	201.70	5,262	206.70	5,393	211.90	5,528	217.20	5,667
	MM2	336.10	8,769	344.50	8,988	353.10	9,212	361.90	9,442
	MM3	604.90	15,781	620.00	16,175	635.50	16,580	651.40	16,995
	MM4	873.70	22,794	895.50	23,363	917.90	23,947	940.80	24,545
	MM5	1,142.40	29,804	1,171.00	30,551	1,200.30	31,315	1,230.30	32,098
	MM6	1,344.00	35,064	1,377.60	35,941	1,412.00	36,838	1,447.30	37,759
	MM7	1,545.70	40,326	1,584.30	41,333	1,623.90	42,366	1,664.50	43,426
	MM8	1,747.20	45,583	1,790.90	46,723	1,835.70	47,892	1,881.60	49,090
	MM9	1,948.80	50,843	1,997.50	52,113	2,047.40	53,415	2,098.60	54,751
	MM10	2,083.20	54,349	2,135.30	55,708	2,188.70	57,102	2,243.40	58,529

Professional Development Allowance for Senior Medical Officers

	Allowance payable from 01/07/2018	**Allowance payable from 01/07/2019**	**Allowance payable from 01/07/2020**
	Per Annum $	**Per Annum $**	**Per Annum $**
PDA Allowance	20,500	21,000	21,500

Professional Development Allowance for Resident Medical Officers

	Allowance payable from 01/07/2018	**Allowance payable from 01/07/2019**	**Allowance payable from 01/07/2021**	**Allowance payable from 01/01/2022**
	Per Annum $	**Per Annum $**	**Per Annum $**	**Per Annum $**
PDA Allowance	2,200	2,255	2,311	2,369
PDA Allowance (Vocational Training Subsidy)	3,670	3,762	3,856	3,952

SCHEDULE 2 – Whole of Government Policy – Employment Security

The Department of the Premier and Cabinet's Employment Security Policy.

Employment Security Policy

1. Introduction:

The Queensland Government has restored this employment security policy for government agencies as part of its commitment to restoring fairness for its workforce.

The Government is committed to maximum employment security[1] for permanent government employees (as outlined in section 2 - Application) by developing and maintaining a responsive, impartial and efficient government workforce as the preferred provider of existing services to Government and the community. The workforce's commitment to continue working towards achievement of best practice performance levels makes this commitment possible.

The Government is also committed to providing stability to the government workforce by curbing organisational restructuring. The focus will be on pursuing performance improvement strategies for the government workforce to achieve "best value" delivery of quality services to the community, in preference to restructuring, downsizing or simply replacing government workers with non-government service providers. A greater emphasis will be placed on effective change management, which together with workforce planning, career planning and skills development will ensure that the government workforce has the flexibility and mobility to meet future needs.

Further, the Government undertakes that permanent government employees will not be forced into unemployment as a result of organisational change or changes in agency priorities other than in exceptional circumstances. Where changes to employment arrangements are necessary, there will be active pursuit of retraining and deployment opportunities, and involuntary redundancy will only occur in exceptional circumstances, and only with the approval of the Commission Chief Executive, Public Service Commission.

2. Application:

This policy applies to all permanent employees of Queensland Government agencies (including departments, public service offices, statutory authorities and other government entities as defined under the Public Service Act 2008).

This policy does not apply to government employees who are subject to disciplinary action which would otherwise result in termination of employment, or who are not participating in reasonable opportunities for retraining, deployment or redeployment.

Employment security is a commitment to continuing employment in government, as distinct from job security. This distinction recognises that jobs may change from their current form, as the skills mix and composition of the government workforce vary to meet changing government and community service needs.

3. Authority:

This policy was approved by Cabinet on 30 March 2015.

[1] Employment security is a commitment to continuing employment in government, as distinct from job security. This distinction recognises that jobs may change from their current form, as the skills mix and composition of the government workforce vary to meet changing government and community service needs.

4. Policy:

4.1 Permanent Employment

The Queensland Government is committed to maximising permanent employment where possible. Casual or temporary forms of employment should only be utilised where permanent employment is not viable or appropriate. Agencies are encouraged to utilise workforce planning and management strategies to assist in determining the appropriate workforce mix for current and future needs.

4.2 Organisational change and restructuring

It is the Government's intention that future organisational change and restructuring will be limited in scale. All organisational change will need to demonstrate clear benefits and enhanced service delivery to the community. The objective is to stabilise government agencies, and to avoid unnecessary change that will not deliver demonstrable benefit to the Government or the community.

Cabinet approval is required for all major organisational change and restructuring in agencies:

(a) that will significantly impact on the government workforce (e.g. significant job reductions, deployment to new locations, alternative service delivery arrangements, etc). The emphasis will be on minimum disruption to the workforce and maximum placement of affected staff within agencies, and ordinarily organisational restructuring should not result in large scale "spilling" of jobs.

(b) that will have major social and economic implications, particularly in regional and rural centres where the government is committed to maintaining government employment. Proposals affecting these centres need to carefully evaluate the impact on communities to ensure that short-term efficiency gains are balanced against the long-term social and economic needs of these communities.

The agency will need to demonstrate that any proposed organisational change or restructuring will result in clearly defined service enhancements to government and/or the community, as identified in a business case, and be undertaken through a planned process. Where an agency has made a decision to introduce major organisational change or restructuring, it will notify affected employees/unions and discuss the changes as early as practicable. This may be undertaken through forums such as Agency Consultative Committees.

The requirement to obtain Cabinet approval for major organisational change is not intended to reduce the flexibility of Chief Executives in their day-to-day management of agencies' operations. Chief Executives retain prerogative over normal business activities to manage the government workforce, (such as job reclassification, job redesign, performance management, disciplinary action and transfers), and organisational improvement initiatives (such as process re-engineering, changes in work practices and the introduction of new technology).

4.3 Employees affected by organisational change

The government undertakes that tenured government employees will not be forced into unemployment as a result of organisational change, other than in exceptional circumstances.

Government employees affected by performance improvement initiatives or organisational change will be offered maximum employment opportunities within the government, including retraining, deployment, and redeployment. Only after these avenues have been explored will voluntary early retirement be considered.

Where continuing employment in the government is not possible, support, advice and assistance will be provided to facilitate transition to new employment opportunities. In the event of a decision to outsource a government service, the agency should ensure that every effort is directed towards assisting employees to take up employment with the external provider. Retrenchment will only be undertaken in exceptional circumstances where deployment or redeployment are not options, and only with the approval of the Commission Chief Executive, Public Service Commission.

4.4 Consultation

For further advice on the application of this policy, agencies should consult with the Office of Fair and Safe Work Queensland.

Queensland Government Commitment to Union Encouragement

The Queensland Government has made a commitment to encourage union membership among its employees.

As part of this commitment the government will:

- Acknowledge union delegates and job representatives have a role to play within a workplace, including during the agreement making process. The existence of accredited union delegates and/or job representatives is to be encouraged. Accredited union delegates and/or job representatives shall not be unnecessarily hindered in the reasonable and responsible performance of their duties.

- Subject to relevant legislation, allow employees full access to union delegates/officials during working hours to discuss any employment matter or seek union advice, provided that service delivery is not disrupted and work requirements are not unduly affected. Delegates will be provided reasonable access to facilities for the purpose of undertaking union activities.

- Encourage the establishment of joint union and employer consultative committees at a central and agency level.

- Promote reasonable and constructive industrial relations education leave in the form of paid time off to acquire knowledge and competencies in industrial relations.

- Provide an application for union membership and information on the relevant union(s) to all employees at the point of engagement and during induction.

- At the point of engagement, provide employees with a document indicating that the Agency encourages employees to join and maintain financial membership of an organisation of employees that has the right to represent their industrial interests.

- Subject to relevant privacy considerations, provide union(s) with details of new employees.

The active cooperation of all managers and supervisors is necessary to ensure that the government can honour this commitment.

Passive acceptance by agencies of membership recruitment activity by unions does not satisfy the government's commitment. Encouragement requires agencies to take a positive, supportive role, although ultimately it remains the responsibility of the unions themselves to conduct membership recruitment.

SCHEDULE 3– Preserved Queensland Health Human Resources Policies

	Policy number	Policy name	Employees to whom policy applies
(a)	HR policy B36	Employees Requiring Placement	Resident Medical Officers and Senior Medical Officers
(b)	HR policy B43	Relinquishment of Role	Resident Medical Officers and Senior Medical Officers
(c)	HR policy C09	Carer's Leave	All
(d)	HR policy C11	Bereavement Leave	All
(e)	HR policy C23	Senior medical officers – Terms and Conditions	Senior Medical Officers
(f)	HR policy C26	Parental Leave	All
(g)	HR policy D4	Transfer and Appointment Expenses	All
(h)	HR policy D5	Accommodation Assistance – Rural and Remote Incentive	All
(i)	HR policy D8	Resident medical officers – secondment or rotation (subject to consultation)	Resident Medical Officers
(j)	HR policy E12	Grievance Resolution	All
(k)	HR policy E13	Workplace Harassment	All
(l)	HR policy F3	Access to Employee Records	All
(m)	HR policy F4	Union Encouragement	All
(n)	HR policy H01	Separation of Employment	Resident Medical Officers and Senior Medical Officers

SIGNATORIES

Signed by the Chief Executive of Queensland Health	Director-General, Queensland Health
M. Walsh	15/5/19
Signature	Date
In the presence of:	
G. O'Gorman	G. O'Gorman
Signature	Print Name and date
Signed by Together Queensland, Industrial Union of Employees (TQ)	A. Scott
	Print name
A. Scott	15/5/19
Signature	Date
In the presence of:	
J. Douglas	J. Douglas
Signature	Print Name and date

Signed by the Australian Salaried Medical Officers' Federation Queensland, Industrial Union of Employees (ASMOFQ)	J. Finn
	Print name
J. Finn	14/5/19
Signature	Date

In the presence of:

D. Casperson	D. Casperson
Signature	Print Name and date