QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016 – s 193 – certification of an agreement

State of Queensland (Queensland Health)

AND

Together Queensland, Industrial Union of Employees

AND

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

(Matter No. CB/2023/53)

MEDICAL OFFICERS' (QUEENSLAND HEALTH) CERTIFIED AGREEMENT (NO. 6) 2022

Certificate of Approval

On 2 June 2023, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

Name of Agreement:	**MEDICAL OFFICERS' (QUEENSLAND HEALTH) CERTIFIED AGREEMENT (NO. 6) 2022**
Parties to the Agreement:	• State of Queensland (Queensland Health); • Together Queensland, Industrial Union of Employees; and • Australian Salaried Medical Officers' Federation Queensland, Industrial Organisation of Employees.
Operative Date:	2 June 2023
Nominal Expiry Date:	30 June 2025
Previous Agreement:	*Medical Officers' (Queensland Health) Certified Agreement (No. 5) 2018*
Termination Date of Previous Agreement:	2 June 2023

By the Commission

S.C. PIDGEON
Industrial Commissioner
2 June 2023

TITLE PAGE

PART 1 – PRELIMINARY MATTERS

1.1 Title

This Agreement shall be known as the *Medical Officers' (Queensland Health) Certified Agreement (No.6) 2022* (MOCA6).

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 (including international medical graduates) employed by Queensland Health (i.e. HHSs, Clinical Excellence, 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 2025.

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.5) 2018* (MOCA5) 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 HHSs, 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 ensure medical officer staffing numbers are not reduced in the Department of Health or HHSs during the life of the Agreement, noting the parties recognise that the employer does not maintain fixed establishment numbers.
- 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.

Modified Monash – A Commonwealth determination that measures remoteness and population size on a scale of Modified Monash (MM) category MM 1 to MM 7. MM 1 is a major city and MM 7 is very remote. For the purposes of this document, the determination of MM level is based upon 2019 published locations.

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

Rostered days off means those 4 days in every 14 day work cycle a resident medical officer is not rostered to perform ordinary working hours.

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 Gender Equity and diversity

1.12.1 The parties are aware of, and are committed to, their obligations in terms of gender equity as provided for in legislation, regulation and directives.

1.12.2 The parties agree to investigate ways in which employees who are secondary caregivers/spouses can be encouraged and supported in taking a greater role in caring responsibilities, such as parental leave, part-time work and flexible work.

1.12.3 The parties agree to investigate ways in which further efforts can be made to increase gender diversity across all levels of the organisation.

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 The parties agree to co-operative and consistent approach to resolving industrial issues and disputes with a view to reducing disputation.

1.14.3 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.6) Oversight Committee (MOCA 6 Oversight Committee). The MOCA6 Oversight Committee will deal with the issue in a timely manner unless Clause 1.14.3(d) applies. Notwithstanding this, the parties reserve the right to refer the matter to the Queensland Industrial Relations Commission (QIRC) for resolution. If the MOCA6 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 MOCA6 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 QIRC.

1.14.4 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.

1.14.5 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.

1.14.6 During the life of the agreement the parties will establish a MOCA subcommittee which will:

(a) review disputes to assess whether industrial obligations are being observed; and
(b) make recommendations to the Director-General.

1.14.7 Nothing contained in this procedure shall prevent unions or the Queensland Government from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.

1.15 Cultural Respect

1.15.1 Queensland Health 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 MOCA6 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 HHSs).

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 Resident Medical Officer Employment Arrangements

1.17.1 Queensland Health notes HR Policy B52 provides an ability for Resident Medical Officers (RMOs) to be appointed for up to six years.

1.17.2 Queensland Health will appoint a dedicated resource for a 12 month period to review practicalities of implementing long term contracts for RMOs, including, but not limited to:

(a) Legal requirements;

(b) Funding;

(c) Administrative requirements;

(d) Recruitment;

(e) Orientation; and

(f) Performance management.

1.17.3 The dedicated resource will also investigate the viability of appointing Principle House Officers (PHOs) to permanent employment.

1.17.4 Upon completion of the review, the dedicated resource will administer, implement and provide support to HHSs in relation to RMO long term appointments, including for the yearly vocational training pathways rotation.

PART 2 – WAGE AND SALARY RELATED MATTERS

2.1 Wage Increases

2.1.1 Wage increases shall be paid as follows:

(a) 4% from 1 July 2022;

(b) 4% from 1 July 2023; and

(c) 3% from 1 July 2024.

2.1.2 The first wage increase effective 1 July 2022 is to be applied to the last MOCA5 or Award rate as at 1 July 2022, whichever is higher. Future wage increases will be applied to the Agreement rates stipulated for the prior year.

2.1.3 The Queensland Industrial Relations Commission State Wage increases awarded during 2022 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 Cost of Living Adjustment (COLA) Payments

2.2.1 Definitions

The following definitions apply for the purposes of the Cost-of-Living Adjustments (COLA) Payments clause:

agreement year – means one of the three 12-month periods from 1 July in one year to 30 June in the following year that includes a calculation date.

base wages – for an eligible employee, means the salary actually payable to the particular employee in the relevant agreement year for work covered by this Agreement and includes higher duties performed by the employee under this Agreement and includes the casual loading where applicable. It does not include any other allowances or additional payments howsoever described (such as: disability allowances or special rates, all-purpose allowances, overtime payments, shift penalties, weekend penalties, public holiday penalties, aggregated penalties or allowances, any payments of accrued leave where the leave is not taken; any payments for TOIL where the TOIL is not taken, COLA payments from previous periods, etc). *calculation date* – means, either:

- 30 June 2023 (COLA Payment Year 1); or
- 30 June 2024 (COLA Payment Year 2); or
- 30 June 2025 (COLA Payment Year 3).

COLA payment percentage – see section 2.2.3.

CPI – means the Brisbane Consumer Price Index (all groups, March quarter annual percentage change from the March quarter of the previous year), for the March that falls within the relevant agreement year, as published by the Australian Bureau of Statistics. Treasury will advise agencies of the CPI relevant to COLA considerations upon its release in each year.

eligible employee – see section 2.2.2.

Queensland government employee – means a person employed in a government entity, as defined in section 24 of the Public Service Act 2008 as in force at 1 October 2022, and the entities

specified at sections 24(2)(c), 24(2)(d) and 24(2)(h) of the Act: the parliamentary service, the Governor's official residence and its associated administrative unit, and the police service.

Wage increase under the Agreement – means the wage increase of either 4%, 4% or 3%, as specified in clause 2.1 of this Agreement, that occurs at the commencement of an agreement year.

2.2.2 Eligibility

2.2.2.1 Eligible employees covered by this Agreement may be entitled to receive Cost of Living Adjustment (COLA) payments based on the calculation dates, for up to three years only, and ending for the calculation date of 30 June 2025.

2.2.2.2 An employee is an eligible employee if they performed work under this Agreement during a relevant agreement year and they are covered by this Agreement on the relevant calculation date for the associated COLA Payment.

2.2.2.3 In recognition of employee mobility across the sector, where an employee would otherwise be an eligible employee in accordance with clause 2.2, but they are not covered by this Agreement on the relevant calculation date due to being employed elsewhere as a Queensland government employee on the calculation date, they will be deemed to be an eligible employee for the associated COLA Payment. To facilitate payment of the COLA Payment in this circumstance, the employee is required to provide relevant details of their eligibility to the relevant Queensland Health payroll team. Contact details are found on the Queensland Health Intranet on the Contact us | Payroll assistance page

- Example – an employee works for the first 3 months under this Agreement, during a relevant agreement year, then takes up employment with a different department. They remain employed with the new department as at the relevant calculation date under this Agreement. Provided the employee provides the required notice and details of their current employer (as specified above) which confirms that they are a Queensland government employee as at the calculation date, they will be an eligible employee for that particular COLA Payment.

2.2.2.4 An employee who starts being covered by this Agreement after a calculation date is not eligible for the associated COLA Payment.

- Example – an employee starts being covered by the agreement on 17 July 2023. The employee is not eligible for COLA Payment Year 1.

2.2.2.5 An eligible employee who did not perform work under this Agreement for the full agreement year, will receive a pro-rata COLA payment by reference to the base wages they received that was attributable to work under this Agreement.

- Example one – an eligible employee is employed and works for 5 months under this Agreement during a relevant agreement year. Their base wages for the agreement year will reflect the 5 months they worked.

- Example two – an eligible employee is employed for 12 months under this Agreement during a relevant agreement year and in those 12 months, works for 6 months, takes 3 months leave at half pay and takes 3 months leave without pay, under this Agreement. Their base wages for the agreement year will reflect the 6 months they worked, 3 months where they earned half pay and 3 months where they earned no pay.

- Example three – an employee is employed for 12 months under this Agreement during a relevant agreement year and in those 12 months, works for 6 months under this Agreement and is temporarily seconded and works for 6 months under a different Agreement. Their base wages for the agreement year will the reflect 6 months they worked under this Agreement.

2.2.2.6 An eligible employee who is casual or part-time will receive a pro-rata COLA payment based on the hours they worked in the relevant agreement year because of the definition of base wages.

Example – a part-time employee works 0.6 full-time equivalent during the agreement year. The employee's base wages for the agreement year reflect their hours of work.

2.2.2.7 In addition to the other requirements of clause 2.2, casual employees are eligible employees provided they have performed work under this Agreement, or as a Queensland government employee, within the 12-week payroll period immediately prior to the relevant calculation date.

2.2.3 *Calculation and payments*

Step one

2.2.3.1 A COLA Payment is only payable if, for the relevant agreement year, CPI exceeds the wage increase under the Agreement.

Step two

2.2.3.2 The relevant COLA Payment is calculated by first determining the percentage difference between the wage increase under the Agreement and CPI for the relevant agreement year and each COLA Payment is capped at 3% (the 'COLA percentage').

Example one: For COLA Payment Year 3, the agreement year is 1 July 2024 to 30 June 2025. The wage increase under the Agreement is 3% on 1 July 2024. In April 2025, the ABS releases the CPI figure for March 2025 as 3.9%. The COLA Payment is calculated as the difference between 3% and 3.9%, i.e. 0.9%. 0.9% is less than the 3% cap, therefore the COLA percentage is 0.9%.

Example two: For COLA Payment Year 1, the agreement year is 1 July 2022 to 30 June 2023. The wage increase under the Agreement is 4% on 1 July 2022. In April 2023, the ABS releases the CPI figure for March 2023 as 7.5%. The COLA Payment is calculated as the difference between 4% and 7.5%, i.e. 3.5%. However, because the COLA Payment is capped at 3%, the COLA percentage is 3%.

Step three

2.2.3.3 To calculate an eligible employee's COLA Payment, the relevant employee's base wages for the agreement year are adjusted to determine what their base wages would have been if the relevant wage increase under the Agreement had not been applied for that agreement year. This is done by using the following formula to first determine the value of 'a':

a = 100 / (1 + relevant wage increase under the Agreement expressed as a decimal)

Then the relevant employee's base wages are then multiplied by 'a', where 'a' is expressed as a percentage:

Example: The wage increase in the Agreement for that agreement year was 4% on 1 July 2022. The base wages payable to the relevant employee for the agreement year from 1 July 2022 to 30 June 2023 is $90,000. The calculation occurs as follows:

- a = 100 / (1 + 0.04)
- a = 96.1538
- $90,000 adjusted by 96.1538% = $86,538.42;

Step four

2.2.3.4 The figure from clause 2.2.3.3 is then multiplied by the COLA Percentage calculated in clause 2.2.3.2 to determine the particular employee's COLA Payment for that agreement year.

Example: The COLA percentage is 3%.

$86,538.42 multiplied by 3% = $2,596.15

2.2.3.5 COLA Payments are one-off, do not form part of base salary and will be taxed according to the applicable law.

2.2.4 *Timing of information and payments*

2.2.4.1 For eligible employees under clause 2.2.2, if payable, the relevant COLA Payment will be made within three (3) months following the relevant calculation date and release of the CPI.

2.2.4.2 For eligible employees under clause 2.2.2, if payable, the relevant COLA Payment will be made within three (3) months of the employee providing the notice of their employment pursuant to clause 2.2.3.

2.2.4.3 Queensland Health will provide advice to unions and employees covered by this Agreement on the timing of payroll processing for each COLA payment.

2.3 Increases to Certain Allowances

The allowances contained in Schedule 1 for tables 1.1, 1.2, 1.3, 1.4 and 1.6 of this Agreement will be increased by the same percentage as the wage increases at clause 2.1.1 of this Agreement.

2.4 Salary Sacrificing

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

2.4.2 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.*

2.4.3 Despite clause 2.4.2, employees may sacrifice up to 100% of their salary for superannuation.

2.4.4 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.

2.4.5 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)*.

2.4.6 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)*.

2.4.7 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.

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

2.4.9 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.

2.5 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

2.6.1 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.

2.6.2 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

2.6.3 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.

2.6.4 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 Medical Superintendent with FRACMA Deputy Medical Superintendent with FRACMA	L18-L24 inclusive	MO1-1 to MO1-7

Assistant Medical Superintendent with FRACMA		
Medical Officer Advanced Credentialed Practice –Rural Generalist Rural Generalist MOPP Rural Generalist MSPP	L18-L24 inclusive	MORG1-1 - MORG1-7
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
Medical Officer Advanced Credentialed Practice –Rural Generalist – Senior Status Senior Rural Generalist MOPP Senior Rural Generalist MSPP	L25-L27 inclusive	MORG2-1 - MORG2-3
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

2.6.5 Medical Officer Advanced Credentialed Practice –Rural Generalist – classification levels

(a) To be eligible to appointment to the "Medical Officer Advanced Credentialed Practice – Rural Generalist" pay scale, the medical officer must be recognised as a Rural Generalist and must have advanced training as recognised by the SRPC.

(b) A "Medical Officer Advanced Credentialed Practice –Rural Generalist" who applies and is subsequently appointed to a position is entitled to appointment to the classification level upon appointment.

(c) Eligibility for appointment to the "Medical Officer Advanced Credentialed Practice –Rural Generalist" pay scale is based on:

i) a HHS or Department of Health appointment of the medical officer as a "Medical Officer Advanced Credentialed Practice –Rural Generalist";

ii) the appointment being to a Modified Monash category 3 to 7 location; and

iii) the medical officer being required to attend the Modified Monash category 3 to 7 locations in the performance of their ordinary duties.

(d) Senior Medical Officers who, at the date of certification of this Agreement, are appointed to the "Medical Officer Advanced Credentialed Practice" or "Medical Officer Advanced Credentialed Practice – Senior Status" classification level are eligible to advancement to either "Medical Officer Advanced Credentialed Practice –Rural Generalist" or "Medical

Officer Advanced Credentialed Practice – Rural Generalist – Senior Status" pay scale in accordance with clause 2.6.5(c).

(e) A medical officer who is appointed to the Medical Officer Advanced Credentialed –Rural Generalist" pay scale and who changes to an appointment in a Modified Monash category 1 to 2 location is not eligible to remain appointed to the "Medical Officer Advanced Credentialed –Rural Generalist" pay scale.

(f) If a medical officer is appointed to the "Medical Officer Advanced Credentialed Practice – Rural Generalist" pay scale and subsequently agrees to a request by the Department of Health or a Hospital and Health Service to undertake a role in a Modified Monash category 1 to 2 location the medical officer would not be disadvantaged by the direction and would be entitled to continue to be eligible to be maintained on the "Medical Officer Advanced Credentialed Practice –Rural Generalist" pay scale.

2.6.6 Medical Officer Advanced Credentialed Practice - Rural Generalist – movement to and within classification levels

2.6.6.1 This clause operates to the exclusion of clause 13.3 of the Award.

(a) A new "Medical Officer Advanced Credentialed Practice –Rural Generalist" is eligible to be appointed to a paypoint according to the eligibility for registration and recognition in the Rural Generalist Medicine (RGM) discipline (as recognised by the SRPC).

(b) A "Medical Officer Advanced Credentialed Practice –Rural Generalist" will not be eligible to increment progression to Level 25 unless the medical officer:

i) has been eligible for registration and recognition as a Rural Generalist (as defined by the SRPC) for the last seven years; and

ii) has received satisfactory performance appraisal and development reports for at least two years,

after which they shall progress through the salary range by annual increments on their anniversary date.

(c) Where a Medical Officer Advanced Credentialed Practice –Rural Generalist has not been provided the opportunity to participate in such a process, they will increment to the next level in the absence of substantiated unsatisfactory performance reports.

2.6.6.2 Notwithstanding clause 2.6.5(b) a Medical Officer Advanced Credentialed Practice – Rural Generalist may be appointed to such position by appointment to an advertised vacancy.

2.7 Rural Generalist MPPPs – classification levels

2.7.1 The provisions of clauses 14.4, 14.5 and 14.6 of the *Medical Officers (Queensland Health) Award - State 2015* and clause 2.6 of MOCA6 do not apply to MPPP with recognised RGM qualifications and relevant scope of clinical practice.

2.7.2 MPPPs employed in a MM3 to MM7 location will be, at the date of certification of this agreement, eligible for translation to the Rural Generalist MSPP or Rural Generalist MOPP classification levels if the following conditions are met:

(a) the MPPP role description is approved, and may specify requirement for advanced specialised practice skill (as approved by the State Recognised Practice Committee (SRPC)) consistent with the medical officer's approved scope of clinical practice; and

(b) the MPPP holds the qualifications recognised by the SRPC for practice in RGM.

2.8 Rural Generalist MPPPs - Appointment to classification levels - Rural Generalist MPPP

2.8.1 A Rural Generalist MPPP shall commence on the following salary levels:

(a) A new MPPP, upon appointment, shall be placed at a pay point within the relevant salary range according to the number of years since attainment of the qualifications that meet the Queensland Health recognised discipline of RGM.

(b) In the case of a Rural Generalist MOPP/MSPP the MPPP shall progress through the salary range by annual increments on the anniversary of their qualification date.

(c) A "Rural Generalist MOPP/MSPP " will not be eligible to increment progression to Level 25 unless the medical officer:

iii) has been eligible for registration and recognition as a Rural Generalist (as defined by the SRPC) for the last seven years; and

iv) has received satisfactory performance appraisal and development reports for at least two years,

(d) Where a Rural Generalist MPPP has not been provided the opportunity to participate in such a process, they will increment to the next level in the absence of substantiated unsatisfactory performance reports.

(e) In the case of a Rural Generalist MOPP/MSPP Senior Status, the MPPP shall progress through the salary range by annual increments on the anniversary date of their qualification.

2.9 Medical Superintendent's Allowance:

2.9.1 It is acknowledged that MSPPs are required to perform responsibilities and duties additional to those required of a MOPP.

2.9.2 To ensure ongoing recognition of the additional duties required of a MSPP, and to maintain higher remuneration for doctors holding RGM qualifications who are engaged as MSPPs rather than MOPPs, the Clinical Managers Allowance is extended to include Rural Generalist MSPPs and Senior Rural Generalist MSPPs.

2.9.3 MSPPs, upon endorsement from the EDMS, will be entitled to an allowance equivalent to CMA1.

2.9.4 The allowance will be payable whilst in paid employment and during periods of paid leave.

2.9.5 The allowance will not be payable during periods of leave without pay.

2.9.6 The allowance is not to be paid as an all-purpose allowance and will not be included when calculating the entitlements for attraction and retention incentive allowance, loading on recreation leave or for superannuation purposes.

2.10 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.

2.11 State Recognised Practice Committee:

2.11.1 The recognition of practice process by the 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.

2.11.2 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.

2.11.3 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.

2.12 Clinical Manager Allowance / Medical Manager Allowance

2.12.1 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.

2.12.2 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.

2.12.3 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.

2.12.4 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 2.12.3 above.

2.13 Progression to Senior Medical Superintendent with Private Practice

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

2.13.2 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.

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

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

2.13.5 A MSPP must be given the opportunity to participate in a PAD process that will enable them to meet the requirements of Clause 2.13.2. 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.

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 capital works including capital planning, 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 Contracting out

3.3.1 It is the clear policy of the employer not to contract out or to lease current services. The parties are committed to maximising permanent employment where possible. There will be no contracting out, outsourcing or leasing of services currently provided by the employer at existing sites except in the following circumstances:

(a) in the event of critical shortages of skilled staff;

(b) the lack of available infrastructure capital and the cost of providing technology;

(c) extraordinary or unforeseen circumstances; or

(d) it can be clearly demonstrated that it is in the public interest that such services should be contracted out.

3.3.2 In circumstances where contracting out occurs due to the existing workforce not having the required skill set to undertake the project or roles required, the employer agrees to provide evidence of this. Where contracting out occurs, contracts should include skills and knowledge transfer as part of the contract conditions where there is a requirement for ongoing use of those skills or knowledge.

Consultation Processes – General

3.3.3 Where the employer is considering to contract out or lease current services, the union will be consulted as early as possible, including before decisions on tenders occurs. Discussions will take place before any steps are taken to call tenders or enter into any otherwise binding legal arrangement for the provision of services by an external provider.

3.3.4 For the purpose of consultation, the union will be given relevant documents. The employer will ensure that the union is aware of any proposals to contract out or lease current services. It is the responsibility of the union to participate fully in discussions on any proposals to contract out or lease current services.

3.3.5 If, after full consultation as outlined above, medical officers are affected by the necessity to contract out or lease current services, the employer will:

(i) negotiate with the union employment arrangements to assist medical officers to move to employment with the contractor;

(ii) ensure that medical officers are given the option to take up employment with the contractor;

(iii) ensure that medical officers are given the option to accept deployment/redeployment with the employer; and

(iv) ensure that as a last resort, medical officers are given the option of accepting voluntary early retirement.

Consultation Processes – Emergent Circumstances

3.3.6 The employer can contract out or lease current services without full consultation with the union in cases where any delay would cause immediate risks to patients and/or detriment to the delivery of public health services to the Queensland public.

3.3.7 Where possible, the employer will engage in rapid consultation with the Union utilising an interest-based problem solving approach before a final decision is implemented.

3.4 Consultative Forums and Reporting

3.4.1 In addition to the MOCA6 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.

3.4.2 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 MOCA6 Oversight Committee.

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

3.4.4 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.

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

3.4.6 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.

3.4.7 Permanent vacancies that remain unfilled for three months or greater will be reported to the MOCA6 Oversight Committee with information for consideration of the committee.

3.4.8 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.

3.4.9 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).*

3.4.10 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.

3.4.11 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.

3.4.12 On a quarterly basis, the employer is to provide a list of casual employees to the HHS Consultative Forum (or equivalent) and MOCA6 Oversight Committee (consisting of name, job title, work email and work location and when they commenced employment).

3.4.13 On a quarterly basis, the MOCA6 Oversight Committee will provide the unions a report on the uptake of professional development leave.

3.4.14 These reports will be sent to any member of the MOCA6 Oversight Committee where requested. The roles and responsibilities of the MOCA6 Oversight Committee are described at 1.14 and 1.16.

3.5 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.

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 MOCA6 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 12 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.

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.

5.1.4 Queensland Health is committed to a zero tolerance approach to bullying and occupational violence.

5.1.5 Any employee involved in submitting an allegation of bullying must not be subjected to any act of victimisation or reprisal.

5.1.6 Queensland Health is committed to working with employees to create and maintain a work environment that is free from workplace harassment. The principles underpinning this commitment include:

- any employee can complain about harassment to their supervisor, manager or union
- all reasonable attempts are to be made to resolve and address complaints quickly and appropriately at the local level
- investigations into allegations of harassment are to be conducted in a fair, independent and transparent manner.
- ensuring employees and witnesses who make complaints are treated fairly and respectfully.

5.1.7 Managers and employees have shared obligations for creating an ethical, professional and productive work culture by carefully considering their own behaviour and potential impact upon others.

5.1.8 Any breaches of this policy are to be treated seriously and any substantiated allegations may result in disciplinary action, which can include dismissal.

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.

5.4.3 Queensland Health agree that when a SMO applies for fatigue leave, but it is denied, that a form of reporting should occur.

5.4.4 If a SMO under this clause applies for fatigue leave and the application is denied by the delegate, a written record of the decision must be kept. The record must be auditable. Copies of the record must be accessible by the SMO, delegate and HHS.

5.5 10 Hour Break for Resident Medical Officers

(a) A RMO will be provided with 10 hours off duty ("fatigue break") before being required to be on duty again.

(b) An employee who works so much overtime between the termination of work, including overtime, on one day and the commencement of the next shift of ordinary work, so that at least ten consecutive hours off duty has not elapsed between those times, is to be released from duty until

ten consecutive hours off duty have elapsed without loss of pay for ordinary working time occurring during such absence.

(c) If, for clause 5.5(a) or (b), on the instruction of the employer the resident medical officer resumes or continues work without having had such 10 consecutive hours off duty, they will be paid double rates until they are released from duty for such period and they will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time during such absence.

(d) Physical Recall

(i) An employee rostered on call and recalled to work in accordance with this clause must be released from duty at the end of the last period of recall during the on call period for a break of 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(ii) Where an employee's first recall to work during the on call period is up to three hours prior to the commencement of an ordinary shift, and the employee has already had a ten hour break prior to this period of recall and since finishing their last period of work, the employee is not required to be released from duty for 10 consecutive hours.

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.

5.8.3 Where three (3) or more consecutive night shifts or consecutive evening shifts are worked, the RMO should be free from duty for the following 48 hours, unless 7 consecutive shifts have been worked, in which case 5.8.2 applies.

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.*

5.11 Medical Officer Fatigue Review

5.11.1 Queensland Health recognises fatigue is a serious issue and the associated risk to employees and clients. The Queensland Health Fatigue Risk Management System should be used to identify and manage fatigue risks.

5.11.2 In addition, HR Policy I1 - *Fatigue Risk Management* applies across all Queensland Health employment groups and was developed to ensure workplace fatigue is managed to minimise its effects and related risks on the workplace, employees, patients and others through the application of a best practice risk management framework as a core business function.

5.11.3 The Fatigue Risk Management Systems Implementation Guideline (FRMS implementation guideline) was developed to enable management of the associated risks of fatigue drawing on current scientific knowledge and current best practice. The framework as outlined in HR Policy I1 and the associated documents (FRMS implementation guideline) should be followed to identify and manage risks.

5.11.4 The parties agree that a sub-committee called Medical Officer Fatigue Review Sub-Committee will be established under the Queensland Health Work Health and Safety Advisory Committee.

5.11.5 The purpose of the sub-committee will be to undertake a Medical Officer Fatigue Review and make recommendations to the Director-General on the management of medical officer fatigue.

- The review will include, but not be limited to, the following elements:
  - Current literature.
  - Current data collection and configuration.
  - Australian and international strategies used to manage medical officer fatigue.
  - Past reviews and audits.
  - HHS strategies to manage medical officer fatigue.
  - Systems used to report on fatigue hazards and incidents and contemporary ways of using tools and data to monitor and report fatigue.
  - Rural and remote elements of managing fatigue.

5.11.6 There will be dedicated funding and resources.

5.11.7 Queensland Health will look to engage an external provider to facilitate the Medical Officer Fatigue Review to:

- Identify causes including contributing factors for Fatigue within Queensland Health medical officers; and

- Identify the key measures and indicators of medical officer fatigue; and
- Develop measures for the prevention and management of fatigue specific to medical officer roles within Queensland Health; and
- Propose controls including system redesign and enhancements for implementation within Queensland Health

5.12 Workload Management Kit

The parties will form a sub-committee of the MOCA Oversight Committee to develop a workload management kit. The kit will be completed in the life of the agreement.

5.13 Personal Protective Equipment (PPE)

5.13.1 Queensland Health acknowledges that medical officers must be provided with the correct Personal Protective Equipment (PPE) appropriate to the clinical needs.

5.13.2 Queensland Health will ensure all medical officers with clinical need will be fit tested for P2/N95 respirators and shall be supplied with the correct fitting P2/N95 respirators.

5.13.3 Queensland Health will comply with all legislative requirements, including the Work Health Safety Act 2011, the *COVID-19 Infection Prevention and Control Manual for acute and non-acute healthcare settings* (or replacement document/s, and the *Managing Healthcare Workers Exposed to or with COVID-19 Procedure* (or replacement document/s),), and *Fit Testing of particulate filter respirators in respiratory protection programs Implementation Guidance* (or replacement document/s) as they relate to respiratory protective equipment requirements

5.14 COVID testing

Queensland Health will provide access to COVID-19 testing in those circumstances where testing is a requirement for healthcare workers to attend work.

5.15 Permanent vacancies

5.15.1 This clause will not have application in instances where organisational change is occurring in accordance with the provisions relating to Organisational Change and Restructuring.

5.15.2 There is no intention that there will be a net reduction of Department of Health or Hospital and Health Service medical officer staffing during the life of this agreement. However, the parties recognise that the employer does not maintain fixed establishment numbers.

5.15.3 Having regard to workload management issues, the parties agree that where a permanent vacancy of a position is created due to retirement, resignation, termination, transfer or promotion a recruitment process will commence to fill the vacancy.

5.15.4 The process is to commence within 14 days of the vacancy.

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.

PART 7 – PROFESSIONAL DEVELOPMENT

Queensland Health recognises professional development, education and training as a core value.

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 Recall, cancellation or deferral of professional development leave

7.1.1 A delegate may, if organisation circumstances that could not have reasonably been foreseen (such as periods of demand for hospital services) so require it, recall an employee, cancel the approval or defer the taking of professional development leave.

7.1.2 An employee is to be allowed to take any professional development leave from which they have been recalled or which was cancelled or deferred. This leave may be taken at the earliest time that is mutually convenient to both the employer and the employee, with the delegate having regard to the operational requirements of the work area.

7.1.3 Where an employee has incurred expenses, such as course fees, deposit payments, relating to payment for an accommodation and/or travel for the employee and those expenses are lost due to a recall, cancellation or deferral of leave by the delegate, the expenses will be reimbursed by the relevant Hospital and Health Service/Department. Such reimbursement is conditional upon the employee producing evidence of losses incurred, in the form of receipts or other evidence to the satisfaction of the delegate.

7.1.4 Employees should be advised of the outcome of an application for professional development leave within four weeks of making such applications.

7.2 Professional Development Leave (PDL) Resident Medical Officers

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

7.2.2 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.

7.2.3 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.

7.2.4 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.

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

7.2.6 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.

7.2.7 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.

7.2.8 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.

7.3 Professional Development Allowances (PDA) – Resident Medical Officers

7.3.1 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 in accordance with Schedule 1. This allowance will remain linked to the wages increase and will increase annually as follows: increase by 4% on 1 July 2022 and further increase by 4% on 1 July 2023 and 3% on 1 July 2024.

(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.

7.3.2 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 7.3.1, will be entitled to a payment in accordance with Schedule 1. This allowance will remain linked to the wages increase and will increase annually as follows:

- 4% on 1 July 2022;
- 4% on 1 July 2023; and a further.
- 3% on 1 July 2024.

7.4 Examination Leave

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

7.4.2 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.

7.4.3 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.

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

7.4.5 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.

7.4.6 The granting of all leave under Clause 7.4 will not be unreasonably withheld by the employer.

7.4.7 Senior Medical Officers are not entitled to examination leave.

7.4.8 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.

7.5 Professional Development Assistance - Senior Medical Officers

7.5.1 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.

7.5.2 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.

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

7.6.1 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.

7.6.2 All SMOs, MSPP and MOPP will be paid an annual professional development allowance. This allowance will be paid fortnightly.

- $21,500 from 1 July 2022.

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

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

7.6.5 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.

7.6.6 The SMO will be remunerated for professional development activities outside of ordinary rostered hours undertaken in accordance with Clause 7.6.5 by additional payment at the SMO's ordinary rate of pay and deducted from their PDL balance accordingly.

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.
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 Garnett	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 Chincilla 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	Millmerran Mossman Mount Morgan Murgon	$13,800 per annum 100% paid after twelve months completion period.

Queensland Health Inaccessibility Category	**Communities (Categorised by criteria of remoteness inaccessibility)**		**Total Inaccessibility Package [1.*] (Allowance payable per annum)**
	Childers Dalby Esk Gatton Goondiwindi Ingham Innisfail Kingaroy	Nanango Proserpine Sarina Stanthorpe Tully Yeppoon Wondai	25% paid in three monthly instalments thereafter.
7	Beaudesert Boonah Gladstone Gympie Kilcoy	Laidley Magnetic Island Maleny Oakey Warwick	$6,900 per annum 100% paid after twelve months 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.

PART 9 - EQUITY AND REQUEST FOR FLEXIBLE WORKING ARRANGEMENTS

9.1 Queensland Health, as the employer of choice, recognises the need for a modern, flexible and adaptive workforce through its commitment to supporting HHSs develop frameworks for part-time and flexible

appointments. 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 This Agreement satisfies the requirement under the Industrial Relations Act Qld (2016) that the employer has implemented equal remuneration for work of equal or comparable value in relation to the employees covered by this Agreement. This Agreement provides for remuneration based on classification levels related to relevant qualification(s) attained and required to perform the role so that a female employee doing the same work, with the same qualification(s), in the same location, as a male employee will receive equal remuneration. The classification structure and associated salaries are contained within Schedule 1 of this Agreement.

9.3 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.

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

9.5 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.

9.6 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.

9.7 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.

9.8 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.

9.9 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.

PART 10 - SUPPORTING AND VALUING THE INCLUSION OF MEDICAL OFFICERS WITH DISABILITIES AND IMPAIRMENTS

10.1 Queensland Health supports and values the inclusion of medical officers with disabilities or impairments within the medical workforce.

10.2 Queensland Health also understands the importance of supporting medical officers who experience work-related and non-work-related injuries, medical conditions and psychological conditions through the course of their career.

10.3 Queensland Health is committed to ensuring medical officers with temporary or permanent disabilities or impairments are supported through reasonable adjustment in accordance with the Reasonable adjustment HR Policy G3 (QH-POL-210) and the Workplace Rehabilitation Standard QH-IMP-401-5:2020.

10.4 A dedicated resource will be appointed to develop a framework to support Hospital and Health Services to undertake assessments and make decisions in relation to reasonable adjustments and develop individual adjustment plans for medical officers, in collaboration with the individual's treating medical

practitioner/s. The framework will include the development of fact sheets, education and promotion materials, giving consideration to:

(a) Support for new medical officers with a temporary or permanent disability or impairments;

(b) Support for existing medical officers who sustain a temporary or permanent disability or impairment during the course of their employment;

(c) Facilitation of a medical officer returning to work following an injury;

(d) Consideration of medical officers with disabilities or impairments on temporary contracts; and

(e) Flexible work and roster options for medical officers with disabilities or impairments.

PART 11 – 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.

PART 12 – EMPLOYMENT CONDITIONS

12.1 Hours of Work – Resident Medical Officers

12.1.1 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.

12.1.2 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.

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

12.1.4 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 12.1.1 by which the 76-hour fortnight is implemented or worked from time to time.

12.1.5 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 previous provisions of this clause, including clause 12.1.4.

12.1.6 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.

12.1.7 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.

12.1.8 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.

12.1.9 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.

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

12.2 Posting of Rosters for Resident Medical Officers

12.2.1 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.

12.2.2 If a roster is changed to reflect emergent needs, the employer should where practicable, consult employees on the roster changes.

12.2.3 Affected employees must be advised of roster changes by the employer in writing which should include the reason for the change.

12.3 RMO- place of work

12.3.1 For the purpose of clause 30 of the Award, upon appointment with the employer, a RMO is to be provided with a designated facility as their usual place of work.

12.3.2 Where a RMO is:

(a) required to use their private motor vehicle while relieving or performing special duties or otherwise required to work away from their usual place of work; and

(b) the facility the RMO is required to travel to is a greater distance than the distance the employee would travel from their home to their usual place of work,

the employee will be entitled to receive the allowance provided at clause 17.2 of the Award for the additional distance travelled.

12.4 Hours of Work – Senior Medical Officers

12.4.1 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.

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

12.4.3 For SMOs who have agreed to work an extended hours roster in accordance with clause 12.6 ordinary hours will be worked at times and on days as dictated by the employee's extended hours roster.

12.4.4 The clauses listed below do not apply to MSPP/MOPPs :

- Clause 12.4 – Hours of Work – SMOs;
- Clause 12.6 - Extended Span of Ordinary Hours to Meet Clinical Need – SMOs;
- Clause 12.15 - Overtime Senior Medical Officers;
- Clause 12.17 - Payment of Penalties Paid as Worked – SMOs;
- Clause 12.19 Public Holidays
- Clause 12.20- Public Holidays SMOs;
- Clause 12.21.3 – On call – SMOs;
- Clause 12.21.4 – Digital Recall
- Clause 12.21.5 – Physical Recall
- Clause 12.21.6 – Digital Recall with Physical Recall
- Clause 12.22 – Clinical Support Time;
- Clause 12.28 - Attraction and Retention Incentive Allowance – SMOs;
- Clause 12.29 - Rostering; and
- Clause 12.36 -Granted Private Practice Agreement.

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

12.4.6 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.

12.4.7 The employer has the right to make the final determination as to the method (outlined in this Clause 12.3.7) 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.

12.4.8 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.

12.4.9 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.

12.4.10 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.

12.4.11 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.

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

12.5 MPPP- Hours of work

12.5.1 MPPPs are required to perform duties and responsibilities in accordance with clause 14 of the Award.

12.5.2 Should a MPPP:

(a) be required to attend outpatients or inpatients at the hospital whose condition, by virtue of its nature or other circumstances, requires the attendance of the MPPP prior to their next routine attendance at the facility, and

(b) the attendance requires the MPPP to cancel a private clinic resulting in lost private practice revenue,

the MPPP will be entitled to claim an exception payment of 270% of the equivalent SMO hourly base rate for the time recalled at the facility. Such payments can be considered and approved by the EDMS (or delegate) on a case-by-case basis.

12.5.3 A MPPP may be employed on a full-time or part-time basis and paid as such.

12.5.4 A part-time MPPP is eligible for payment of salary increments in accordance with clause 14 of the Award.

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

12.6.1 Shifts that are rostered outside the span of ordinary hours as prescribed at Clause 12.4.2 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.

12.6.2 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.

12.6.3 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.

12.6.4 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.

12.6.5 Where significant change is proposed to rosters or staffing arrangements, further consultation will be required consistent with the process at Clause 12.6.2 before a new roster can be implemented.

12.6.6 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 12.6.2; or

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

12.6.7 The parties agree that nothing in Clause 12.6 should be construed as compelling an individual to work ordinary hours outside the span of ordinary hours at Clause 12.4.2.

12.7 Existing Extended Hours Rosters

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

12.7.2 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.

12.7.3 Existing extended hours of work rosters may only be altered in accordance with the provisions of Clause 12.6.

12.8 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.

12.9 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 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.	44%
(b) Saturday	87%
(c) Sunday	170%
(d) Public Holidays	116%

12.10 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 6 Oversight Committee.

12.11 Posting of Rosters for Senior Medical Officers

12.11.1 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.

12.11.2 If a roster is changed to reflect emergent needs, the employer should where practicable, consult employees on the roster changes.

12.11.3 Affected employees must be advised of roster changes by the employer in writing which should include the reason for the change.

12.12 Meal Breaks Medical Officers

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

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

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

12.12.4 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.

12.13 Rest Pauses

12.13.1 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.

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

12.14 Overtime Resident Medical Officers

12.14.1 Part-time RMOs who are required to work additional hours in excess of their ordinary hours will be entitled to overtime. 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 RMO may elect to work additional hours above their regular hours at ordinary rates, up to 76 hours per fortnight.

12.14.2 A RMO performing additional hours of duty in excess of the ordinary hours specified in Clause 12.1 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.

12.14.3 Queensland Health is committed to the payment of overtime entitlements in instances where overtime is required. Overtime must be approved and paid for in accordance with this clause.

12.14.4 Prior approval of unrostered overtime is not required when the overtime is necessary as a result of the following:

(a) Medical emergency;
(b) Transfer of a patient;
(c) Extended shift in theatre;
(d) Patient admission/discharge;
(e) Completion of outstanding patient transfer;
(f) Late ward rounds;
(g) Clinical handover; and
(h) Hospital-based outpatient clinics (Hospital based' includes all facilities, whether on designated hospital sites or otherwise).

12.14.5 If a RMO performs work outside of rostered hours in any of the situations outlined above, they must submit a MEDAVAC which will be approved. In all other circumstances RMOs are only eligible to perform overtime subject to approval by the authorised manager.

12.15 Overtime - Senior Medical Officers

12.15.1 Queensland Health is committed to the payment of overtime entitlements in instances where overtime is required. Overtime must be approved and paid for in accordance with this clause.

12.15.2 Prior approval of unrostered overtime is not required when the overtime is necessary as a result of the following:

(a) Medical emergency;
(b) Transfer of a patient;
(c) Extended shift in theatre;
(d) Patient admission/discharge;
(e) Completion of outstanding patient transfer;
(f) Late ward rounds;
(g) Clinical handover; and
(h) Hospital-based outpatient clinics. (Hospital based' includes all facilities, whether on designated hospital sites or otherwise).

12.15.3 If a SMO performs work outside of rostered hours in any of the situations outlined above, they must submit a MEDAVAC which will be approved. In all other circumstances SMOs are only eligible to perform overtime subject to approval by the authorised manager.

12.15.4 A SMO performing additional hours of duty in excess of the ordinary hours specified in Clause 12.4 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.

12.15.5 Where a SMO and the service have agreed to annualise payments in accordance with Clause 12.15.2, 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.

12.15.6 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.

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

12.16 Overtime Part - Time Senior Medical Officers

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

12.16.2 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.

12.17 Payment of Penalties Paid as Worked – Senior Medical Officers

12.17.1 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.

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

12.17.3 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.12.17.4. All agreements made shall be recorded in writing on the appropriate form.

12.18 Permanent hours

12.18.1 Permanent part-time employees, following approval, may work more than their substantive (contracted) hours on an ad-hoc or temporary basis.

12.18.2 Where an employee works more than their substantive (contracted) hours on a regular basis over a 12 month period, the employee may request in writing to amend their substantive permanent part-time hours to reflect the increased hours worked.

12.18.3 Provided that if an employee has been working additional hours prior to the operative date of this Agreement, time spent working those hours may be counted in the 12 months. If an employee has worked a full 12 months of additional hours prior to the operative date, they may make a request for a change to their contracted hours immediately.

12.18.4 When assessing a request to review part-time hours, the employer will consider whether the additional hours that have been worked by the employee are:

(a) a result of an employee being absent on leave, such as annual leave, long service leave, parental leave, or workers compensation. If there is likely to be an ongoing need in the work unit for the backfill of leave, the employee may be considered for a permanent increase in contracted part-time hours; or

(b) due to a temporary increase in hours only in response, for example, to the specific needs of a resident or client; or

(c) worked backfilling a different position or work undertaken in a different type of role.

- Requests to amend substantive permanent part-time hours cannot increase the establishment of a work unit.
- Requests to amend substantive permanent part-time hours must not be unreasonably refused.

12.18.5 If an employee is refused an increase to their contracted hours pursuant to this clause, they must be provided with written reasons for the decision within seven days of the making of that decision.

12.19 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. Rosters should not be amended to avoid or reduce employee's access to public holiday entitlements.

12.20 Public Holidays - Senior Medical Officers

12.20.1 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.

12.20.2 All time worked on a public holiday will attract a loading of 116% in addition to payment under Clause 12.20.1.

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

12.21 On Call and Recall

12.21.1 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.

12.21.2 On Call – Resident Medical Officers:

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

12.21.2.2 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.

12.21.3 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.

12.21.4 Digital Recall:

12.21.4.1 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.

12.21.4.2 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.

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

12.21.5 Physical Recall:

12.21.5.1 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.

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

12.21.6 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.

12.22 Clinical Support Time

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

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

12.22.3 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.

12.22.4 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 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.

12.22.5 Clinical support time is calculated as minimum of 10% of a 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.

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

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

12.22.8 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.

12.22.9 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.

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

12.23 Confidential Workspaces

12.23.1 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.

12.23.2 The HHSs 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.

12.24 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.

12.25 Dedicated space

Medical officers shall be provided with dedicated space to have breaks and rest when working overnight or on call, where facilities can reasonably accommodate such requests.

12.26 Appropriate office space and Information Technology (IT)

Medical officers shall be provided with appropriate office space and Information Technology (IT), where facilities can reasonably accommodate such requests.

12.27 Higher Duties – Resident Medical Officers

12.27.1 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.

12.27.2 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.

12.28 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.)

12.28.1 General Attraction and Retention allowance:

12.28.1.1 For Specialist medical practitioners (excluding specialist general practitioner) an allowance of 50% of base salary.

12.28.1.2 For medical practitioners appointed to the "Medical Officer Advanced Credentialed Practice – Rural Generalist" pay scale an allowance of 40% of base salary.

12.28.1.3 For SMOs other than those in clauses 12.28.1.1 or 12.28.1.2 an allowance of 35% of base salary.

12.28.1.4 Except that the sum of percentages in Clause 12.28.1.1, 12.28.1.2 and or 12.28.1.3 will be reduced by 25% of base salary for those who:

(a) nominate to participate in the granted private practice revenue retention arrangement or

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

12.28.2 Regional and Rural attraction allowance:

Amounts in Clause 12.28.1.1 and 12.28.1.2 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.

12.28.3 Emergency Department specialty allowance

Where a SMO works in an Emergency Department under a rostering arrangement in accordance with Clause 12.6, 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 12.28.1 and 12.28.2.

12.28.4 The parties acknowledge for clarity that the allowances in Clause 12.28.1 and 12.28.2 and 12.28.3 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.

12.28.5 The allowances payable under Clause 12.28.1 and 12.28.2 and 12.28.3 are payable for paid leave, and included as ordinary time earnings for superannuation.

12.29 Rostering

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

12.30 Commitment to Clinical Productivity

12.30.1 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.

12.30.2 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.

12.31 Domestic and Family Violence Leave

12.31.1 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.

12.31.2 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)*.

12.31.3 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.

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

12.31.5 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.

12.31.6 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)*.

12.31.7 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.

12.32 Lactation breaks

12.32.1 Queensland Health is committed to the application of the Public Service Commission Breastfeeding and Work Policy and to a supportive work environment for employees who choose to breastfeed. Decisions made regarding requests for lactation breaks and flexible work options must be fair, transparent, and capable of review.

12.32.2 Lactation breaks are to be made available to employees to breastfeed or express breast milk during work hours. Where possible, lactation breaks are to be provided as time off without debit. All Queensland Health employees are entitled to a total of one hour paid lactation break/s for every eight hours worked. For employees requiring more than one hour for combined lactation break/s during a standard working day, flexible work or leave arrangements may be implemented to cover the time in excess of that hour.

12.32.3 Workplace facilities should be provided, where practicable, for employees who choose to express breast milk or breast feed their child during work hours.

12.32.4 An appropriate workplace facility would include, where practicable:

(a) A private, clean and hygienic space which is suitably signed and lockable;

(b) Appropriate seating with a table or bench to support breastfeeding equipment;

(c) Access to a refrigerator and microwave;

(d) An appropriate receptacle for rubbish and nappy disposal;

(e) A powerpoint suitable for the operation of a breast pump;

(f) Access to facilities for nappy changing, washing and drying of hands, and equipment; and

(g) Facilities for storing breast feeding equipment (e.g) a cupboard or locker.

12.32.5 Where suitable workplace facilities are not available on-site, the employee should discuss suitable alternatives and agree on the most appropriate arrangement with their line manager.

12.32.6 Employees who choose to breastfeed should be supported in that choice and treated with dignity and respect in the workplace.

12.33 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.

12.34 Motor Vehicle Allowance for Senior Medical Officers

12.34.1 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.

12.34.2 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 Officer Advanced Credentialed Practice – Rural Generalist (levels 18 – 24)
- Rural Generalist MPPP (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)
- Rural Generalist MPPP- Senior Status (levels 25 - 27)
- Medical Officer Advanced Credentialed Practice – Rural Generalist – Senior Status (level 25 – 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).

12.34.3 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 Sector Commission Chief Executive and is applied to SMOs.

12.34.4 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.

12.34.5 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.

12.35 Outside Clinical Practice

12.35.1 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.

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

12.36 Granted Private Practice Agreement

12.36.1 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.

12.36.2 SMOs can nominate to change options on a financial year basis, or at another time upon mutual agreement with their employer.

12.37 Granted Private Practice Commitments

12.37.1 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.

12.37.2 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.

PART 13 – LEAVE RESERVED/NO EXTRA CLAIMS

13.1 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.

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

SCHEDULE 1 – Wage Rates and Allowances

Table 1.1- Resident Medical Officers and Senior Medical Officers

Classification Level	Wage Rates payable from 01/07/22		Wage Rates payable from 01/07/23		Wage Rates payable from 01/07/24	
	Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
	$	$	$	$	$	$
L1	3,225.50	84,151	3,354.50	87,517	3,455.10	90,141
L2	3,494.40	91,166	3,634.20	94,814	3,743.20	97,657
L3	3,763.10	98,177	3,913.60	102,103	4,031.00	105,166
L4	4,636.70	120,968	4,822.20	125,808	4,966.90	129,583
L5	4,771.00	124,472	4,961.80	129,450	5,110.70	133,335
L6	4,905.30	127,976	5,101.50	133,094	5,254.50	137,086
L7	5,107.10	133,241	5,311.40	138,571	5,470.70	142,727
L8	5,241.40	136,744	5,451.10	142,215	5,614.60	146,481
L9	5,376.00	140,256	5,591.00	145,865	5,758.70	150,240
L10	5,913.30	154,274	6,149.80	160,444	6,334.30	165,257
L11	6,115.10	159,539	6,359.70	165,920	6,550.50	170,898
L12	6,316.50	164,793	6,569.20	171,386	6,766.30	176,528
L13	6,516.20	170,003	6,776.80	176,802	6,980.10	182,106
L14	6,719.90	175,317	6,988.70	182,330	7,198.40	187,801
L15	6,922.70	180,608	7,199.60	187,832	7,415.60	193,468
L16	7,128.30	185,972	7,413.40	193,410	7,635.80	199,213
L17	7,332.10	191,289	7,625.40	198,941	7,854.20	204,910
L18	7,526.20	196,353	7,827.20	204,206	8,062.00	210,332
L19	7,727.80	201,613	8,036.90	209,677	8,278.00	215,967
L20	7,959.20	207,650	8,277.60	215,957	8,525.90	222,435
L21	8,130.90		8,456.10		8,709.80	

		212,129		220,614		227,232
L22	8,332.60	217,392	8,665.90	226,087	8,925.90	232,870
L23	8,534.40	222,656	8,875.80	231,563	9,142.10	238,511
L24	8,742.00	228,073	9,091.70	237,196	9,364.50	244,313
L25	9,000.20	234,809	9,360.20	244,201	9,641.00	251,527
L26	9,273.20	241,931	9,644.10	251,608	9,933.40	259,155
L27	9,542.30	248,952	9,924.00	258,910	10,221.70	266,677
L28	9,945.10	259,461	10,342.90	269,839	10,653.20	277,934
L29	10,483.10	273,497	10,902.40	284,436	11,229.50	292,970

Table 1.2- Medical Superintendents with Private Practice and Medical Officers with Private Practice

Classification Level	**Paypoint**	**Wage Rates payable from 01/07/22**		**Wage Rates payable from 01/07/23**		**Wage Rates payable from 01/07/24**	
		Per Fortnight	**Per Annum**	**Per Fortnight**	**Per Annum**	**Per Fortnight**	**Per Annum**
		$	**$**	**$**	**$**	**$**	**$**
Medical Officers with Right of Private Practice	MOR 1-1/ MOPP1-1	6,516.20	170,003	6,776.80	176,802	6,980.10	182,106
	MOR 1-2/ MOPP1-2	6,719.90	175,317	6,988.70	182,330	7,198.40	187,801
	MOR 1-3/ MOPP1-3	6,922.70	180,608	7,199.60	187,832	7,415.60	193,468
Medical Superintendents with Right of Private Practice	MSR 1-1/ MSPP1-1	6,516.20	170,003	6,776.80	176,802	6,980.10	182,106
	MSR 1-2/ MSPP1-2	6,719.90	175,317	6,988.70	182,330	7,198.40	187,801
	MSR 1-3/ MSPP1-3	6,922.70	180,608	7,199.60	187,832	7,415.60	193,468
	MSR 1-	7,128.30	185,972			7,635.80	199,213

	4/ MSPP1-4			7,413.40	193,410		
Senior Medical Superintendents with Right of Private Practice	MSR 2-1/ MSPP2-1	7,332.10	191,289	7,625.40	198,941	7,854.20	204,910
	MSR 2-2/ MSPP2-2	7,526.20	196,353	7,827.20	204,206	8,062.00	210,332

Table 1.3- Rural Generalist Medical Practitioner with Private Practice- incorporation of Health Employment Directive No. 06/20

Classification Level	**Paypoint**	**Wage Rates payable from 01/07/22**		**Wage Rates payable from 01/07/23**		**Wage Rates payable from 01/07/24**	
		Per Fortnight	**Per Annum**	**Per Fortnight**	**Per Annum**	**Per Fortnight**	**Per Annum**
		$	**$**	**$**	**$**	**$**	**$**
Rural Generalist medial officer with private practice / Senior Rural Generalist medial officer with private practice	MOR3-1, L18 /	7,526.20	196,353	7,827.20	204,206	8,062.00	210,332
	MOR3-2, L19	7,727.80	201,613	8,036.90	209,677	8,278.00	215,967
	MOR3-3, L20	7,959.20	207,650	8,277.60	215,957	8,525.90	222,435
	MOR3-4, L21	8,130.90	212,129	8,456.10	220,614	8,709.80	227,232
	MOR3-5, L22	8,332.60	217,392	8,665.90	226,087	8,925.90	232,870
	MOR3-6, L23	8,534.40	222,656	8,875.80	231,563	9,142.10	238,511
Senior Rural Generalist MOPP, SMOPP - RGM, Senior Medical MPP - RGM	MOR4-1, SMOPP RGM 1, SMSPP RGM-1, L24	8,742.00	228,073	9,091.70	237,196	9,364.50	244,313
	MOR4 - 2, SMOPP RGM 2, SMSPP RGM -2, L25	9,000.20	234,809	9,360.20	244,201	9,641.00	251,527
	MOR4-3, SMOPP RGM 3, SMSPP RGM -3, L26	9,273.20	241,931	9,644.10	251,608	9,933.40	259,155

	MOR4 - 4, SMOPP RGM 4, SMSPP RGM -4, L27	9,542.30	248,952	9,924.00	258,910	10,221.70	266,677

Table 1.4- Medical Managers and Clinical Managers Allowance

Allowance Detail	Allowance Level	Wage Rates payable from 01/07/22		Wage Rates payable from 01/07/23		Wage Rates payable from 01/07/24	
		Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
		$	$	$	$	$	$
Clinical Managers Allowance	CM1	301.20	7,858	313.20	8,171	322.60	8,416
	CM2	451.50	11,779	469.60	12,252	483.70	12,619
	CM3	602.10	15,708	626.20	16,337	645.00	16,828
	CM4	752.40	19,630	782.50	20,415	806.00	21,028
	CM5	903.30	23,566	939.40	24,508	967.60	25,244
	CM6	1,053.50	27,485	1,095.60	28,583	1,128.50	29,442
	CM7	1,204.40	31,422	1,252.60	32,679	1,290.20	33,660
Medical Managers Allowance	MM1	225.90	5,894	234.90	6,128	241.90	6,311
	MM2	376.40	9,820	391.50	10,214	403.20	10,519
	MM3	677.50	17,675	704.60	18,383	725.70	18,933
	MM4	978.40	25,526	1,017.50	26,546	1,048.00	27,342
	MM5	1,279.50	33,381	1,330.70	34,717	1,370.60	35,758
	MM6	1,505.20	39,270	1,565.40	40,840	1,612.40	42,066
	MM7	1,731.10	45,163	1,800.30	46,969	1,854.30	48,377
	MM8	1,956.90	51,054	2,035.20	53,097	2,096.30	54,691
	MM9	2,182.50	56,940	2,269.80	59,217	2,337.90	60,994
	MM10	2,333.10	60,869	2,426.40	63,303	2,499.20	65,202

Table 1.5- Professional Development Allowance for Senior Medical Officers

Allowance Detail	Allowance Level	Allowance payable from 01/07/2022	Allowance payable from 01/07/2023	Allowance payable from 01/07/2024
		Per Annum	Per Annum	Per Annum
		$	$	$
PDA Allowance		21,500	21,500	21,500

Table 1.6- Professional Development Allowance for Resident Medical Officers

Allowance Detail	Allowance Level	Allowance payable from 01/07/2022	Allowance payable from 01/07/2023	Allowance payable from 01/07/2024
		Per Annum	Per Annum	Per Annum
		$	$	$
PDA Allowance		2,464	2,563	2,640
PDA Allowance (Vocational Training Subsidy)		4,110	4,274	4,402

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 B65	RMO- Engagement Options	Resident Medical Officers
(d)	HR policy C09	Carer's Leave	All
(e)	HR policy C11	Bereavement Leave	All
(f)	HR policy C23	Senior medical officers – Terms and Conditions	Senior Medical Officers
(g)	HR policy C26	Parental Leave	All
(h)	HR policy D4	Transfer and Appointment Expenses	All
(i)	HR policy D5	Accommodation Assistance – Rural and Remote Incentive	All
(j)	HR policy D8	Resident medical officers – secondment or rotation	Resident Medical Officers
(k)	HR policy E12	Grievance Resolution	All
(l)	HR policy E13	Workplace Harassment	All
(m)	HR policy F3	Access to Employee Records	All
(n)	HR policy F4	Union Encouragement	All
(n)	HR policy H01	Separation of Employment	Resident Medical Officers and Senior Medical Officers

SCHEDULE 4 - Students in Medicine

Background

Students in Medicine may be engaged to work exclusively within the public health sector in Hospital and Health Services.

Conditions of employment:

Students in Medicine will be employed on a casual basis and will not be engaged on a permanent part-time or full-time basis. Students in Medicine may be required to work weekend hours.

Remuneration:

Students in Medicine will be remunerated at a base rate equivalent to 80% of an Intern Level 1.

Classification Level	**Wage Rates payable from 01/07/22**		**Wage Rates payable from 01/07/23**		**Wage Rates payable from 01/07/24**	
	Per Fortnight	**Per Annum**	**Per Fortnight**	**Per Annum**	**Per Fortnight**	**Per Annum**
	$	**$**	**$**	**$**	**$**	**$**
L1	2580.4	67,320.8	2683.60	70,013.6	2764.08	72,112.8

Students in Medicine will be entitled to the same entitlements as an Intern as detailed in the *Medical officers (Queensland Health) Award – State 2015* and MOCA6

For the sake of clarity, all Human Resource policies that currently apply to casual employees covered by the Medical Officers (Queensland Health) Award - State 2015 will also apply to the Student in Medicine.

Governance framework – practice arrangements and supervision

Rostering of Students in Medicine must be managed to avoid fatigue and give priority to the student's medical school responsibilities and academic clinical placements. Medical students undertaking a Student in Medicine role are encouraged to speak with their medical school for advice on appropriate hours of work, to ensure medical program expectations are not compromised.

The practice activities for Students in Medicine may only occur in the Queensland public health sector and are to be conducted under supervision of a health professional, or other officer as designated by the clinical team leader, and in accordance with the Student in Medicine role description. The engagement of a Student in Medicine and the duties undertaken are distinct from the tertiary (i.e. university) curriculum and the student's clinical placement requirements for completion of an undergraduate or postgraduate medical education program.

There is no relationship to or credit towards clinical placement hours for individuals employed as a Student in Medicine. Students in Medicine must complete mandatory clinical training and induction as prescribed by the Hospital and Health Service in which they are engaged.

In addition, Students in Medicine must complete the following training modules within 14 days of commencement:

- Work health and safety
- Occupational violence prevention fundamentals
- Code of conduct.

Student in Medicine approved practice duties

Students in Medicine practice activities, as outlined in this schedule, must be conducted under appropriate supervision and in accordance with the Student in Medicine role description.

The Student in Medicine and the designated supervisor must adhere to the prescribed list of approved duties.

Approved duties are limited to:

Clinician support services (in physical, virtual and Hospital in the Home clinical areas):

- perform general ward duties, including scribe services (preparation, transcription and assembly of medical record documentation) for review by treating clinician
- assist clinical team to stream patient arrivals to optimise patient flow
- provide surgical assistance under the direction and supervision of the medical specialist for routine, non-complex surgical procedures (Note: Surgical assistance provided by a Student in Medicine is subject to all necessary patient consents being obtained in advance of the procedure)
- Other clerical duties and tasks to improve productivity and support clinical service continuity, as assigned by supervisor.

Additional clinician support services:

These duties should be performed according to the Student in Medicine's level of education and competence. Clinical patient care duties (outlined below) undertaken within a physical setting must be undertaken by final year medical students only.

- Undertake clinical patient care, as assigned by the supervising medical officer, to support medical teams in the routine aspects of care in health care services, including:
  - Patient monitoring and observations
  - Assessment of vital signs (including temperature, pulse rate, respiratory rate, Glasgow coma scale, pain score
  - Escalation of patients, as required and according to protocol.

SIGNATORIES

Signed by the Chief Executive of Queensland Health	Director-General, Queensland Health
Shaun Drummond	19 May 2023
Signature	Date

In the presence of:

Gerard Korman	19 May 2023
Signature	Print Name and date

Signed by Together Queensland, Industrial Union of Employees (TQ)

Alex Scott	9 May 2023
Signature	Date

In the presence of:

Michael Thomas	9 May 2023
Signature	Print Name and date

Signed by the Australian Salaried Medical Officers' Federation Queensland, Industrial Union of Employees (ASMOFQ)

Dr Hau Tan	15 May 2023
Signature	Date

In the presence of:

John Cosgrove	15 May 2023
Signature	Print Name and date