

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

State of Queensland (Queensland Health)

AND

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

Together Queensland, Industrial Union of Employees

(Matter No. CB/2024/15)

**VISITING MEDICAL OFFICERS' EMPLOYEES (QUEENSLAND HEALTH)
CERTIFIED AGREEMENT (NO. 1) 2023**

Certificate of Approval

On 20 March 2024 the Commission certified the attached written agreement in accordance with s 193 of the *Industrial Relations Act 2016*:

Name of Agreement: **VISITING MEDICAL OFFICERS' EMPLOYEES
(QUEENSLAND HEALTH) CERTIFIED AGREEMENT
(NO. 1) 2023**

Parties to the Agreement:

- State of Queensland (Queensland Health)
- Australian Salaried Medical Officers' Federation
Queensland, Industrial Organisation of Employees
- Together Queensland, Industrial Union of
Employees

Operative Date: 20 March 2024

Nominal Expiry Date: 30 June 2026

By the Commission

R.D.H. McLennan
Industrial Commissioner
20 March 2024

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PART 1 - PRELIMINARY MATTERS

1.1 Title

This Agreement shall be known as the *Visiting Medical Officers' Employees (Queensland Health) Certified Agreement (No. 1) 2023*.

1.2 Parties bound

The parties to this Agreement are the:

- (a) State of Queensland (Queensland Health) (ABN 66 329 169 412);
- (b) Hospital and Health Services (HHS);
- (c) Australian Salaried Medical Officers' Federation Queensland, Industrial Organisation of Employees (ASMOFQ); and
- (d) Together Queensland, Industrial Union of Employees (TQ).

1.3 Application

This Agreement will apply to:

- (a) the State of Queensland (Queensland Health);
 - (b) each HHS,
- and all Visiting Medical Officer (VMO) employees employed by them.

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 2026.

1.5 Renewal or replacement of this Agreement

- 1.5.1 The parties will commence negotiations in good faith at least five (5) months prior to the expiration date of this Agreement with a view to reaching agreement prior to the expiry of this Agreement.
- 1.5.2 The *Visiting Medical Officers' Employees (Queensland Health) Certified Agreement (No.1) 2023* is to be terminated upon certification of the replacement Agreement.

1.6 Relationships with Awards and other conditions

- 1.6.1 The following clauses of the Medical Officers (Queensland Health) Award – State 2015, as amended or replaced from time to time, will be incorporated into this Agreement:

- (a) Clause 1 (Title)
- (b) Clause 2 (Operation)
- (c) Clause 5 (The Queensland Employment Standards and this Award)
- (d) Clause 6 (Enterprise flexibility and facilitative award provisions)
- (e) Clause 8 (Types of employment) applies in part as follows:
 - i Clause 8.1 (Record of appointment – all medical officers)
 - ii Clause 8.8 (Anti-discrimination)
- (f) Clause 9 (Termination of employment) applies in part as follows:
 - i Clause 9.1 (Notice of termination of employment)
 - ii Clause 9.4 (Notice cannot be offset)
 - iii Clause 9.5 (Job search entitlement)
 - iv Clause 9.6 (Statement of employment)
- (g) Clause 10 (Redundancy)
- (h) Clause 11 (Consultation – Introduction of changes)
- (i) Clause 15 (Payment of salaries – all medical officers)
- (j) Clause 23 (Personal leave)
- (k) Clause 24 (Parental leave)
- (l) Clause 25 (Long service leave)
- (m) Clause 27 (Jury service)
- (n) Clause 33 (Training, learning and development)
- (o) Clause 34 (Clothing and laundry – all medical officers)
- (p) Clause 35 (Union encouragement)
- (q) Clause 36 (Union delegates)
- (r) Clause 37 (Industrial relations education leave)
- (s) Clause 38 (Right of entry)
- (t) Schedule 2 (Directives Which Apply to Employees Covered by this Award).

1.6.2 Where there is any inconsistency between this Agreement and an existing contract of employment between the Employer and Employee, the provisions of this Agreement will apply unless the condition of the relevant employment contract is more favourable.

1.7 Objectives of the Agreement

The parties are committed to:

- (a) Maintaining and improving the public health system to serve the needs of the Queensland community;
- (b) Maintaining an enforceable state-wide industrial instrument, providing a stable and consistent industrial relations environment and ensuring real and meaningful consultation between HHSs, Queensland Health, relevant unions and staff;
- (c) Collectively striving to achieve quality outcomes for patients and the community;
- (d) Ensuring that workload is responsibly managed to ensure there are no adverse effects on employees or patients; and
- (e) Working to achieve a skilled, motivated and adaptable workforce with rewarding career paths.

1.8 Definitions

In this Agreement, the following definitions are used:

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

Agreement means this document and any schedules to it.

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

Chief Executive means: (a) the Health Service Chief Executive; or (b) if the Employer is Queensland Health, the Director-General.

Clinical support time means time allocated during Core Hours for duties that are not directly related to individual patient care.

Core Hours means contracted hours between 7:00 am and 6:00 pm from Monday to Friday (inclusive).

Directive means a directive made by the Public Sector Commission Chief Executive or the Minister responsible for industrial relations under the *Public Sector Act 2023* and its predecessor, the *Public Service Act 2008*.

Director-General means the Chief Executive of Queensland Health.

Duties means the work required to be undertaken by the Employee with the Service, as agreed between the Employer and the Employee.

Employee means the VMO employed by the Employer.

Employer means the Chief Executive, in their capacity as the employer of the Employees covered by this Agreement.

HHBA means the *Hospital and Health Boards Act 2011* (Qld).

Hospital and Health Service or **HHS** means a Hospital and Health Service established in accordance with the HHBA.

Loaded Rate means the applicable Loaded Hourly Rate in Schedule 1 of this Agreement.

Nominee means the Chief Executive's authorised delegate.

QES means the Queensland Employment Standards contained within the Act.

QIRC means the Queensland Industrial Relations Commission

Recall means where an Employee is recalled back to work and is required to attend work outside of Rostered Hours either within Core Hours or outside of Core Hours.

Rostered Hours means the hours which the Employee is rostered to work.

Service means the place where the Employee is employed to perform Duties by the Employer.

State means the State of Queensland.

Together Queensland or TQ means Together Queensland, Industrial Union of Employees.

Union(s) means ASMOFQ or TQ.

Visiting Medical Officer or VMO means a medical officer who is registered under the Health Practitioner Regulation National Law, to practise in the medical profession and who incurs ongoing private practice costs.

1.9 Posting of the Agreement

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

- (a) in a conspicuous and convenient place at each Service; and
- (b) on the Queensland Health intranet and internet sites.

1.10 Prevention and settlement of disputes/grievances relating to the interpretation, application or operation of this Agreement

1.10.1 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.

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

1.10.3 In the event of any disagreement between the parties as to the interpretation, application or implementation of this Agreement, the following procedure applies to all industrial matters within the meaning of the Act:

- (a) **Stage 1:** In the first instance, the Employee shall inform their immediate supervisor of the existence of the grievance and attempt to resolve it at a local level. It is recognised that the Employee may exercise the right to consult with their union representative. Stage 1 discussions should take place between the Employee and their supervisor within 24 hours, and the procedure should not extend beyond 7 days.
- (b) **Stage 2:** If the grievance remains unresolved, the Employee shall refer the grievance to the HHS management (or equivalent) for resolution. HHS management (or equivalent) will consult with the relevant parties. The Employee may exercise the right to consult or be represented by their union during the course of stage 2 and the procedure should not extend beyond 7 days.

- (c) **Stage 3:** If the grievance is still unresolved, the Manager will advise the Chief Executive and the aggrieved Employee. If the Employee wishes to pursue the grievance, the matter may be referred to the Visiting Medical Officers Certified Agreement (VMO1) Oversight Committee (VMO1 Oversight Committee). The VMO1 Oversight Committee will deal with the issue in a timely manner unless Clause 1.10.3 applies.
- (d) If the VMO1 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.
- (e) If the VMO1 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 for further consideration, depending on the issue as agreed by the parties.
- (f) The employer shall ensure that:
 - i the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and
 - ii the grievance shall be investigated in a thorough, fair and impartial manner.
- (g) Notwithstanding the above, if the issue remains unresolved, either party may refer the matter to the QIRC for conciliation and/or arbitration, and the QIRC shall have all the necessary procedural powers to make a binding decision regarding the grievance.

1.10.4 The status quo prior to the existence of the grievance is to continue while the dispute resolution procedure is being followed unless doing so poses a genuine safety issue. No party shall be prejudiced as to the final settlement by the continuation of work.

1.10.5 When an employee (or their representative) elects to pursue a grievance under the Award, or under Queensland Health's *HR Policy E12: Individual Employee grievances*, as amended from time to time, they are to refer to the Award or *HR Policy E12* regarding the procedure.

1.11 Location

1.11.1 The Service will reimburse reasonable expenses for travel within the Service in accordance with relevant Queensland Health policies. Work performed outside of Core Hours in other locations is by agreement between the Employee and Employer.

1.11.2 Where the Service identifies a need for an Employee at a location within the Service, the Service may relocate the Employee.

1.11.3 The Service may call for expressions of interest in relocation and suitable Employee's may nominate themselves to relocate.

- 1.11.4 If an inadequate number of Employee's nominate to work in the alternative location, the Employee may be consulted in relation to working at the alternative location. Reasonable notice of the relocation will be provided to the Employee.
- 1.11.5 If the Employee wishes to refuse the request by the Service to work at the alternative location, then the Employee must provide reasonable grounds for the refusal of this request.
- 1.11.6 If agreement cannot be reached, the Employee may access the grievance/dispute resolution process outlined in clause 1.10 of this Agreement.

1.12 Cultural respect

- 1.12.1 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.
- 1.12.2 Cultural leave: This provision is in line with s 51 of the IR Act. *HR Policy C7: Special Leave* also deals with cultural leave.
- 1.12.3 An Employee who is required by Aboriginal tradition or Island custom to attend an Aboriginal and Torres Strait Islander ceremony may take up to five (5) days unpaid cultural leave in each year if the Employer agrees. The entitlement will be administered in accordance with section 51 of the Act.

1.13 Implementation and interpretation of the Agreement

- 1.13.1 The VMO1 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.
- 1.13.2 In addition to facilitating the implementation and interpretation of the Agreement, the VMO1 Oversight 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).
- 1.13.3 It is acknowledged that maintaining effective services in rural and remote locations is an important priority for Queensland Health, and as such the VMO1 Oversight Committee will monitor and provide recommendations on rural and remote recruitment issues.

1.14 Gender equity

- 1.14.1 The parties are aware of, and committed to their obligations in terms of gender equity as provided for in legislation, regulations and directives.
- 1.14.2 This Agreement provides for remuneration based on classification levels related to qualifications so that a female employee with the same qualifications as a male employee will receive equal remuneration.
- 1.14.3 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.

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

PART 2 - WAGE AND SALARY RELATED MATTERS

2.1 Wage increases

- 2.1.1 The wage rates for Employees subject to this Agreement are prescribed in schedule 1 and incorporate the following increases:

- (a) 4% payable from 1 July 2023;
- (b) 4% payable from 1 July 2024; and
- (c) 3% payable from 1 July 2025.

The amount payable from 1 July 2023 reflects the application of 4% to the last Loaded rates (48%) applicable to VMO's under *Health Employment Directive 11/21: Visiting medical officers: Interim arrangement – Wage increase*, as at 1 September 2021.

2.2 Cost of Living Adjustment (COLA) Payments

- 2.2.1 The following definitions apply for the purposes of this 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 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 2024 (COLA Payment Year 1); or
- 30 June 2025 (COLA Payment Year 2); or
- 30 June 2026 (COLA Payment Year 3).

COLA Payment means a COLA Payment made under this clause.

COLA payment percentage – see clause 2.2.3(b)

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*, and the entities specified at sections 24(2)(c), 24(2)(d) and 24(2)(h) of that 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

- (a) Eligible employees covered by this Agreement may be entitled to receive COLA Payments based on the calculation dates, for up to three years only, and ending for the calculation date of 30 June 2026.
- (b) 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.
- (c) In recognition of employee mobility across the sector, where an employee would otherwise be an eligible employee in accordance with clause 2.2.2(b) 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 notice 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.

- (d) 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 2024. The Employee is not eligible for COLA Payment Year 1.

- (e) 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 reflect 6 months they worked under this Agreement.

- (f) 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.

- (g) In addition to the other requirements of clause 2.2.2, 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

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

Step two

- (b) 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 2025 to 30 June 2026. The wage increase under the Agreement is 3% on 1 July 2025. In April 2026, the ABS releases the CPI figure for March 2026 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 2023 to 30 June 2024. The wage increase under the Agreement is 4% on 1 July 2023. In April 2024, the ABS releases the CPI figure for March 2024 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

- (c) 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':

$a = 100 / (1 + \text{relevant wage increase under the Agreement expressed as a decimal})$

- (d) 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 2023. The base wages payable to the relevant employee for the agreement year from 1 July 2023 to 30 June 2024 is \$90,000. The calculation occurs as follows:

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

Step four

- (e) The figure from clause 2.2.3(c)-(d) is then multiplied by the COLA Percentage calculated in clause 2.2.3(b) to determine the particular employee's COLA Payment for that agreement year.

Example: The COLA percentage is 3%.

- $\$86,538.42 \text{ multiplied by } 3\% = \underline{\$2,596.15}$

- (f) 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

- (a) For eligible employees under clause 2.2.2(b), if payable, the relevant COLA Payment will be made within three (3) months following the relevant calculation date and release of the CPI.
- (b) For eligible employees under clause 2.2.2(c), 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 2.2.2(c).
- (c) Queensland Health will provide advice to Unions and Employees on the timing of payroll processing for each COLA payment.

2.3 Salary sacrificing

- 2.3.1 For the purposes of determining what remuneration may be sacrificed under this clause, 'salary' means the amount 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) (PPL Act).
- 2.3.2 The Employee may elect to sacrifice up to 50% of salary payable under this Agreement, and also where applicable the payments payable via the Employer to the Employee under the PPL Act.
- 2.3.3 Despite Clause 2.3.2, the Employee may sacrifice up to 100% of their salary for superannuation.
- 2.3.4 The individual salary sacrificing arrangements of any Employee will remain confidential at all times. Proper audit procedures will be put in place which may include private and/or Auditor-General reviews. Authorised union officials will be entitled to inspect any record of the Employer to ensure compliance with the salary sacrificing arrangements, subject to the relevant industrial legislation.
- 2.3.5 Where the Employee has elected to sacrifice a portion of their payable salary:
 - (a) subject to Australian Tax Office requirements, the sacrificed portion will reduce the salary subject to appropriate tax withholding deductions by the amount sacrificed;
 - (b) any allowance, penalty rate, overtime, weekly workers' compensation benefit, or other payment, to which an Employee is entitled under their contract of employment, respective award, act or statute which is expressed to be determined by reference to the Employee's salary, will be calculated by reference to the gross salary which the employee would receive if not taking part in salary sacrificing arrangements;
 - (c) salary sacrificing arrangements will be maintained during all periods of leave on full pay, including the maintenance of cash and non-cash benefits; and

- (d) the Employee's salary for superannuation purposes and severance and termination payments will be the gross salary which the Employee would receive if not taking part in salary sacrificing arrangements.

2.3.6 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 02/22 (Arrangements for Salary Packaging) and any other relevant PSIR Circulars issued from time to time:

- (a) permanent full time and part time Employees;
- (b) temporary full time and part time Employees; and
- (c) long-term casual Employees as determined by the Act.

2.3.7 The following principles will apply to Employees who avail themselves of salary sacrificing:

- (a) no cost to the Employer, either directly or indirectly;
- (b) as part of the salary sacrifice arrangements, the costs for administering the package via an external salary packaging provider and including any applicable Fringe Benefits Tax (FBT), will be met without delay by the participating Employee;
- (c) there will be no additional increase in superannuation or FBT costs to the Employer that would not otherwise be payable had the Employee not engaged in salary sacrificing;
- (d) the Employee may cancel any salary sacrificing arrangements by giving one month's notice of cancellation to the Employer, and similarly the Employer will give the Employee one month's notice of termination;
- (e) the Employer strongly recommends that Employees obtain independent financial advice prior to taking up salary sacrifice arrangements.

2.4 FBT exemption cap

2.4.1 The following definitions will apply:

FBT means Fringe Benefits Tax (FBT) imposed by the *Fringe Benefits Tax Act 1986* (Cth) and the *Fringe Benefits Tax Assessment Act 1986* (Cth).

FBT year means the Employer's FBT return period of 1 April to 31 March each year.

- 2.4.2 The FBT exemption cap is a tax concession under the *Fringe Benefits Tax Assessment Act 1986* (Cth) (FBT legislation) for limited categories of Employers. The FBT exemption cap is not an Employee entitlement. The manner of the application of the FBT exemption cap is determined by the Employer in accordance with the FBT legislation. Under the FBT legislation, to be eligible for the FBT exemption cap at the time fringe benefits are provided, the duties of the employment of an Employee must be exclusively performed in, or in connection with, a public hospital or predominantly involved in connection with public ambulance services.
- 2.4.3 Where an Employee who is ineligible for the FBT exemption cap sacrifices benefits attracting FBT, the Employee will be liable for such FBT.
- 2.4.4 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 solely as a result of participation in the salary sacrifice arrangements. To remove any doubt, in respect of the 2023/24 FBT year and future FBT years, any salary sacrificed benefits take priority over benefits provided by the Employer separate from the salary sacrifice arrangements in applying the FBT exemption cap.

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 the Government Division of Australian Retirement Trust (known as QSuper).
- 2.5.3 The choice must be made in the standard choice form released by the Australian Taxation Office or an alternative document determined by the Employer that covers all the information that the standard choice form covers. The Employer must implement the Employee's choice for superannuation contributions made at any time within two months 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 rate prescribed by regulation under section 23 of the *Superannuation (State Public Sector) Act 1990* (Qld) (SSPS Act) or, in absence of a regulation, as prescribed under section 64 of the SSPS Act.

PART 3 - INDUSTRIAL RELATIONS MATTERS AND CONSULTATION

3.1 Collective industrial relations

- 3.1.1 The parties to this Agreement acknowledge that structured, collective industrial relations will continue as a fundamental principle. The principle recognises the important role of the union in the workplace.
- 3.1.2 The parties to this Agreement support constructive relations between the parties and recognise the need to work co-operatively in an open and accountable way.

3.2 Commitment to consultation

- 3.2.1 The parties to this Agreement recognise that for the Agreement to be successful, the initiatives contained within this Agreement need to be implemented through an open and consultative process between the parties.
- 3.2.2 The parties to this Agreement are committed to involving Employees and their Union representatives in the decision-making processes that may affect the workplace. Changes to the workplace include but are not limited to changes to the physical environment and an expansion or diminution of the role, responsibilities, or major duties of an Employee, 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 parties to this Agreement recognise that:
 - (a) 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).
 - (b) "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].
 - (c) 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.
- 3.2.5 Except where otherwise provided within this Agreement, the parties also recognise that the consultation process does not remove the rights of management to make the final decision in matters that may affect the workplace.

3.3 Consultative forums and reporting

- 3.3.1 Subject to compliance with ss 354B and 354C of the Act, the Employer is to provide the 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 Union to be on a more regular basis. This information is to be provided electronically.
- 3.3.2 Subject to compliance with ss 354B and 354C of the Act, the Employer is required where requested to provide 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.
- 3.3.3 Subject to compliance with ss 354B and 354C of the Act, the local organiser/delegate may request from relevant local HR/line manager and be provided a report of relevant Employee resignations to assist in monitoring of timeframes within three days.
- 3.3.4 Subject to compliance with ss 354B and 354C of the Act, the Employer is to provide the Unions with a list of resignations (consisting of job title and work location) on a quarterly basis, unless agreed between the Employer and union to be on a more regular basis. This information is to be provided electronically.
- 3.3.5 On a quarterly basis, the Employer is to provide a list of casual Employees to the VMO1 Oversight Committee (consisting of name, job title, work email and work location and when they commenced employment.
- 3.3.6 These reports will be sent to any member of the VMO1 Oversight Committee where requested.
- 3.3.7 For the purposes of this clause, 'employer' is to be read to mean the VMO1 Oversight Committee.

3.4 Contracting Out

- 3.4.1 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.

- 3.4.2 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

- 3.4.3 Where the Employer is considering contracting out or leasing 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.
- 3.4.4 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.
- 3.4.5 If, after consultation as outlined above, medical officers are affected by the necessity to contract out or lease current services, the Employer will:
- (a) negotiate with the Union employment arrangements to assist medical officers to move to employment with the contractor;
 - (b) ensure that medical officers are given the option to take up employment with the contractor;
 - (c) ensure that medical officers are given the option to accept deployment/redeployment with the Employer; and
 - (d) ensure that as a last resort, medical officers are given the option of accepting voluntary early retirement.

Consultation Processes Emergent Circumstances

- 3.4.6 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.

PART 4- ORGANISATIONAL CHANGE AND RESTRUCTURING

4.1 Organizational 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” (the 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 relating to organisational change and/or restructure, 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 HHS 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 Service level (or equivalent) in a timely manner, either party may refer the matter to the VMO1 Oversight Committee.
- 4.1.6 The emphasis will be on minimum disruption to the workforce and maximum placement of affected staff within a Service. 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 the 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 In addition, any changes to Core Hours will be subject to consultation, subject to 'Part 8 Employment Conditions'.
- 4.1.11 Applicable industrial 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 Core Hours.

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 (including sexual), victimisation, discrimination, and bullying. Refer to *HR Policy E13: Workplace Harassment*, as amended from time to time.

5.2 Workplace mental health

Queensland Health recognises the importance of a mentally healthy and safe workplaces and work. 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 through attention to safe work design, work systems and practices, and workplace environments, behaviours and support. Programs and strategies will be developed to support this commitment.

5.3 Fatigue matters

- 5.3.1 The Service is required to have an open and transparent fatigue management strategy in place for medical staff. Any fatigue related matters will be reported and managed through a risk-based approach in consultation with and cooperation between the Employee/s and their relevant manager/s to ensure the health and safety of both patients and the Employee.
- 5.3.2 Excessive on-call hours and hours of work are to be managed in accordance with best practice fatigue management, *HR policy II: Fatigue Risk Management*, as amended from time to time, and the Service's fatigue management strategy.

5.4 Workload Management Kit

The parties will form a sub-committee of the VMO1 Oversight Committee to develop a workload management kit. The kit will be completed in the life of the agreement.

5.5 Personal Protective Equipment (PPE)

- 5.5.1 Queensland Health acknowledges that VMOs must be provided with the correct Personal Protective Equipment (PPE) appropriate to the clinical needs.
- 5.5.2 Queensland Health will ensure all VMOs with clinical need will be fit tested for Particulate Filter Respirators (PFRs), (P2/N95) respirators and shall be supplied with the correct fitting PFRs.
- 5.5.3 Queensland Health and Visiting Medical Officer Employees will comply with all legislative requirements, including the *Work Health Safety Act 2011*, (or replacement document/s), Interim: Acute Respiratory Infection – Infection Prevention and Control (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.

5.6 Excessive phone calls

Queensland Health will undertake a review of phone calls received by Employees who are on-call, including the instances and frequency of telephone advice being provided. The review will examine telephone advice duration and frequency amongst a representative sample of Employee's, Services and facilities as agreed between the parties and provide recommendations to support and inform telephone advice practices and fatigue implications. The VMO1 Oversight Committee will establish a review group to facilitate the review. This group will be made up of equal numbers of management and employee representatives.

PART 6 - EQUITY AND REQUEST FOR FLEXIBLE WORKING ARRANGEMENTS

6.1 Equity

The parties are committed to the principles of equity and merit and thereby to the objectives of the *Public Sector Act 2022* (Qld), the *Anti-Discrimination Act 1991* (Qld) and the Equal Remuneration Principle (QIRC Statement of Policy 2002).

6.2 Request for Flexible working arrangements

- 6.2.1 The Queensland Health Guideline for flexible working arrangements should be read in conjunction with *HR Policy C5: Flexible working arrangements*, as amended from time to time. Those documents have been developed to provide options for Employees to achieve optimum work life balance. Queensland Health is committed to implementing all strategies and performance indicators as agreed.
- 6.2.2 The parties acknowledge that increased flexibility and improvements in working arrangements can further the aims of efficiency, effectiveness, and equity and diversity.
- 6.2.3 In accordance with the Act, an Employee may ask the Employer for a change in the way the Employee works, including the Employee's Rostered Hours.

- 6.2.4 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.
- 6.2.5 The Employer may decide to grant the request or grant the request in part or subject to conditions; or refuse the request, only on reasonable grounds.
- 6.2.6 The Employer must give the Employee written notice about its decision within 21 calendar days after receiving the request.
- 6.2.7 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.
- 6.2.8 In making a decision about a request for flexible working arrangements, the Employer 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 7 - LEAVE PROVISIONS

7.1 Leave

Periods of annual/recreation leave accrued as an Employee are paid at the Loaded Rate based on the number of hours that would have been worked over the period of absence.

7.2 Domestic and family violence leave

- 7.2.1 Domestic and family violence has the meaning given in the *Domestic and Family Violence Protection Act 2012* (Qld).
- 7.2.2 Domestic and family violence can occur when one person in a relevant relationship uses violence or abuse to maintain power and control over the other person. This can include a ranges of behaviours that are physically, sexually, emotionally, psychologically, or economically abusive, threatening, coercive or aimed at controlling or dominating the other person through fear.
- 7.2.3 Domestic and family violence can affect people of all cultures, religions, ages, genders, sexual orientations, educational backgrounds, and income levels.
- 7.2.4 The parties acknowledge that the workplace can make a significant difference to Employees affected by domestic and family violence by providing appropriate safety and support measures.

- 7.2.5 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.
- 7.2.6 Support for Employees affected by domestic and family violence is provided for in the Directive 03/20.
- 7.2.7 In accordance with the Act an Employee, including a casual Employee, is entitled to 10 days of domestic and family violence leave on 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.
- 7.2.8 This entitlement will be administered in accordance with sections 52 to 54 of the Act.
- 7.2.9 Queensland Health provides Employees with access to Employee Assistance Service Providers who offer a range of support services and programs. Employees can access information about available support service through their line managers or local human resource services.

7.3 Clinical support time

- 7.3.1 The Service acknowledges medical education, teaching, training, and research are part of its core business. Therefore, as part of Core Hours, an Employee may have access to clinical support time in accordance with operational requirements, at the discretion of the Service.
- 7.3.2 An Employee will not derive an income from activities during clinical support time other than through their employment with the Service, except honorariums received for discharging duties for professional associations.

7.4 Professional development leave and allowance

- 7.4.1 In the interests of patient and medical practitioner safety and innovation, the Employee must access the professional development necessary to contribute to the maintenance or enhancement of professional knowledge, skills, and scope of clinical practice in line with their role.
- 7.4.2 Professional development is to be discussed as part of a performance process paying due attention to both the Employee's needs and the clinical circumstances in which they practise. Further, professional development activities must reasonably provide value to the Service as well as to the individual Employee.
- 7.4.3 Professional development leave is paid leave established to contribute to the requirements for the appropriate registration, credentialing and/or the professional development of the Employee.
- 7.4.4 An Employee may accrue four weeks' professional development leave per year which may accumulate up to a maximum of 40 weeks.

- 7.4.5 Professional development leave will not be cashed out upon cessation of employment.
- 7.4.6 The taking of professional development leave will be subject to the prior approval of the Executive Director Medical Services, Clinical Director or relevant manager and is required to form part of the Employee's performance plan.
- 7.4.7 Where the Service has identified during performance planning and/or review discussions a need for the Employee to participate in certain professional development activities to address or improve performance issues, the Service may require the Employee to undertake professional development activities and/or take professional development leave for such periods as is necessary.
- 7.4.8 Subject to agreement with the Executive Director Medical Services, Clinical Director, or relevant manager, the Employee may utilise accrued professional development leave to undertake professional development activities outside of Core Hours, provided that the delivery of services is not unreasonably affected.
- 7.4.9 The Employee will be eligible for a professional development allowance (PDA) if the Employee is:
- (a) employed for at least six hours per week by the service; or
 - (b) employed for less than six hours per week, if rostered on-call more frequently than one in four.
- 7.4.10 Where an eligible Employee is employed in a country area, the Employee will receive one annual lump sum payment of \$6000 per annum as their PDA.
- 7.4.11 Where an eligible Employee is employed in an area other than a country area, the Employee will receive one annual lump sum payment of \$5000 per annum as their PDA.
- 7.4.12 For clause 7.4, '*Country area*' means all HHSs except those facilities operated by; Metro North Hospital and Health Service, Metro South Hospital and Health Service, Gold Coast Hospital and Health Service, Sunshine Coast Hospital and Health Service, West Moreton Hospital and Health Service, Children's Health Queensland Hospital and Health Service, Darling Downs Hospital and Health Service and Central Business Units located in the above HHSs.

7.5 Annual/recreation leave

- 7.5.1 *HR Policy C51: Annual/recreation leave*, as amended from time to time, outlines annual leave provisions and arrangements.

7.5.2 Employees (other than a casual employee) are entitled to four weeks annual leave each year. An exception is where work is ordinarily required to be performed on public holidays. Employees who are ordinarily required to work public holidays and who have completed a full year of employment will be allowed an additional one week annual leave. The additional week's leave is in lieu of extra payment for the work performed on public holidays. Annual leave may be allowed to accumulate for two years or longer by agreement. Employees who accrue five weeks recreational leave per annum and are required to be on-call once during the Christmas closure period, will be debited one day from their recreational leave balance.

7.5.3 Employees who accrue five weeks recreational leave per annum and are required to be on-call for two or more periods during the Christmas closure period will not have their recreational leave balance debited. For all Employees a further amount of 17.5 per cent leave loading is calculated for four weeks annual leave accumulated in any one year. The leave loading is paid when annual leave is accessed or paid out at termination.

7.6 Long service leave

Directive: Long Service Leave 11/18, (as amended from time to time) outlines long service leave provisions and arrangements. Payment for long service leave will be made at the ordinary rate of pay being paid to the Employee immediately prior to the long-service leave being taken.

7.7 Parental leave

HR Policy C26: Parental Leave, as amended from time to time, outlines parental leave provisions and arrangements.

7.8 Personal leave

7.8.1 Personal leave is provided for in Division 6 of the QES and covers: (i) sick leave; (ii) carer's leave; (iii) bereavement leave; and (iv) cultural leave.

7.8.2 That type of leave is available under the following policies, as amended from time to time:

- (a) *HR Policy C64: Sick leave*;
- (b) *HR Policy C9: Carer's leave*;
- (c) *HR Policy C11: Bereavement and compassionate leave*; and
- (d) *HR Policy C7: Special Leave* – paragraph 3.

7.8.3 An application for sick leave of more than three (3) days must be supported by a medical certificate or any other evidence that is acceptable to the Employer.

7.9 Special leave

HR Policy C7: Special leave, as amended from time to time, outlines permanent and temporary employee entitlements and conditions relating to special leave, such as declared state of emergency/disaster attendance leave.

7.10 Court attendance and jury service

HR Policy C6: Court attendance and jury service, as amended from time to time, outlines the provisions for Employees required to attend court as a witness, or to undertake service as a juror.

7.11 Public holidays

7.11.1 Public holidays are provided for in Division 10 of the QES. Clauses 7.11.2 – 7.11.8 supplement the QES provisions.

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

7.11.3 An Employee who works ordinary hours on a public holiday, other than on Labour Day, Show Day, Easter Saturday or Easter Sunday, shall be paid at the rate of time and one-half for all ordinary hours worked.

7.11.4 An Employee who works ordinary hours on a public holiday which occurs on a Saturday or Sunday shall be paid at the rate of double time and one-half for all time worked.

7.11.5 An Employee who works ordinary hours on Labour Day will be paid at the rate of double time and one-half for all time worked.

7.11.6 An Employee who works ordinary hours on Show Day, Easter Saturday or Easter Sunday will be paid at the rate of double time and one-half for all time worked.

7.11.7 Subject to clause 7.11.8, where an Employee is on a rostered day off on Labour Day, Show Day, Easter Saturday or Easter Sunday:

- (a) they may be paid an additional day's wage; or
- (b) they may be granted a day's holiday in lieu at a time to be mutually arranged between the employer and the employee concerned; or
- (c) an extra day may be added to their annual leave for each such day on which they are on a rostered day off.

7.11.8 In the case of Easter Saturday and Easter Sunday, clause 7.11.7 does not apply to an employee who is not ordinarily required to work on a Saturday or Sunday respectively. For ordinary hours worked on a public holiday, payments under this clause are to be made on a majority of shift basis.

7.12 Examiners' leave

Employees are entitled to access examiners' leave. Examiners' leave may be accessed by a registered examiner of any of the royal colleges for the purpose of conducting and examining registrars, or teaching. Such leave shall be granted only for periods that fall in Rostered Hours.

PART 8 - EMPLOYMENT CONDITIONS

8.1 Recognition of entitlements

HR Policy C55: Recognition of previous service, as amended from time to time, outlines entitlements for recognition of previous service for long service leave and sick leave purposes.

8.2 Discipline

HR Policy E10: Discipline, as amended from time to time, outlines the policy and process for the management of discipline in the Service.

8.3 Hours of work

8.3.1 Standard work hours are between 7:00 am to 6:00 pm Monday to Friday (inclusive). The standard hours may be varied by agreement between the Service and the Employee.

8.3.2 Rostered Hours may be of any length but shall not exceed nine hours in any one day. Provided that, with mutual agreement between the Employer and the Employee, the Rostered Hours scheduled for an Employee may be averaged, but must not exceed 64 hours in any one fortnight.

8.3.3 The Employee's Rostered Hours will be as agreed between an individual Employee and their Employer in their contract of employment. However, based on the Service's operational requirements, the Employee may be required to work hours in addition to Rostered Hours, remain on call outside Core Hours or be recalled for duty outside Core Hours, including in the evening, overnight or on weekends. Further, it is acknowledged that due to the nature of the work of an Employee, the Employee may be required, in an emergency, to attend patients outside of the public system, during Core Hours.

8.3.4 Except where clinical priorities require otherwise, if there is a potential conflict between the Employee's public practice duties and their private practice commitments (if granted), the Employee must first comply with their public practice Duties.

8.3.5 Where the Employer proposes a change to the Employee's Rostered Hours:

- (a) agreement will be sought from the Employee;
- (b) the Employee may agree to work the proposed roster;

- (c) the Employee may refuse the proposed roster if there are reasonable grounds which may include, for example, the inability to manage care arrangements, any adverse effects on the Employee's private practice, or where the risk of fatigue cannot be appropriately mitigated;
- (d) if agreement cannot be reached, the Employee may access the grievance/dispute resolution process outlined in clause 1.10; and
- (e) the Employee will be provided with three months' notice of change to the roster.

8.4 On-call Hours

- 8.4.1 An Employee can be rostered to be 'on-call', provided the Employee is not rostered on-call for more than 14 on-call periods in any 14-day period commencing 7:00 am on Monday without agreement between the Service and the Employee.
- 8.4.2 On-call allowance rates attract an on-call base rate loading of 6.5 per cent.
- 8.4.3 Wherever possible, an Employee should have one (1) weekend in two (2) consecutive weekends free from on-call duty and one (1) day per week free from on-call duty. For the purposes of this provision, a weekend is deemed to be from 7:00 am Saturday to 7:00 am the following Monday.
- 8.4.4 On-call commitments shall have regard to the number of notional sessions undertaken by the Employee.
- 8.4.5 An Employee will not be placed on-call between 7:00 am to 6:00 pm Monday to Friday (inclusive). Where a Service requires an Employee to be on-call outside Core Hours and such a requirement conflicts with the Employee's external private practice hours commitments, then by agreement, the Employee may be on-call, provided the Employee is available to respond to calls when required and meet their On-call commitments.

8.5 Recall (call-back)

The recall base rate multiplier is 1.60 (or 160 per cent). All recall will be paid at 160 per cent of the relevant loaded base rate. Recall is paid each fortnight through the submission of AVACs (i.e., on an exception basis).

8.6 Digital recall

- 8.6.1 An Employee on call who is recalled to perform Duties and is able to perform those Duties 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 at applicable overtime rates with a minimum period of 30 minutes for each time the Employee performs such Duties.
- 8.6.2 An exception to this is any digital recall within the minimum period of thirty minutes shall not be regarded as a separate digital recall.

8.7 Meal breaks and rest pauses

- 8.7.1 Employees rostered for a minimum period of six (6) hours are entitled to have a meal break of 30 minutes clear of work commitments.
- 8.7.2 Scheduling of meal breaks for longer than 30 minutes must be agreed in writing between the Employee and the Employer.
- 8.7.3 Employees are expected to make a reasonable effort to access such breaks and manage their meal breaks in accordance with operational and clinical requirements.
- 8.7.4 If an Employee is rostered for a minimum period of four (4) hours, the Employee will be entitled to paid rest pauses, taken in the Employer's time, as follows:
- (a) one 10-minute rest pause for an Employee who works between four (4) and six (6) ordinary hours in any day; or
 - (b) two 10-minute rest pauses for an Employee who works for more than six (6) ordinary hours in any day.
- 8.7.5 With agreement between the Employee and Employer, rest pauses may be taken together to form one 20-minute break.

8.8 Relieving

In emergent circumstances, the Service may require the Employee to perform Duties associated with a role other than their own, on a temporary basis, within Core Hours or as otherwise agreed, subject to the Employee being appropriately credentialed, awarded scope of clinical practice, registered, and holding qualifications necessary for the role.

8.9 Motor vehicle

- 8.9.1 Where an Employee is recalled to perform work to provide a clinical service outside Core Hours, the Employee shall be refunded the cost of transport as follows:
- (a) taxi fares where a taxi is utilised; or
 - (b) one motor vehicle allowance as per Directive 20/16 – Motor Vehicle Allowances, as amended from time to time.
- 8.9.2 An Employee will be compensated for reasonable out of pocket expenses in accordance with Directive 20/16 incurred for travel to non-metropolitan hospitals.

8.10 Commencing rates for Employees who are visiting specialists in country areas

- 8.10.1 The following special arrangements apply to Employees who are visiting specialists, in country areas:

- (a) Where the Employee is the sole specialist in a particular field employed in a country area, they shall be employed at a commencing rate of not less than the third-year rate as per Schedule 1.
- (b) Where the Employee, in respect to an HHS, is employed in a country area, they shall be employed at a commencing rate one pay point higher than provided above.

8.10.2 For the purposes of clause 8.10.1, a 'country area' includes all HHSs except for those facilities operated by Metro North Hospital and Health Service, Metro South Hospital and Health Service, Children's Health Queensland Hospital and Health Service, Gold Coast Hospital and Health Service, Sunshine Coast Hospital and Health Service and West Moreton Hospital and Health Service.

8.11 Commencing rates for Employees who are visiting general practitioners, visiting general practitioners with FRACGP and/or vocational registration

8.11.1 Employees who are visiting general practitioners or visiting general practitioners with FRACGP and/or vocational registration shall be employed at the commencing rate provided for the first year of service.

8.11.2 The commencing rates for those specialists shall be as follows:

- (a) Commencing rate less than 1 year eligibility for specialist registration;
- (b) 1st year rate 1 year eligibility for specialist registration;
- (c) 2nd year rate 2 years eligibility for specialist registration;
- (d) 3rd year rate 3 years or more eligibility for specialist registration;
- (e) 4th year and thereafter rate.

8.12 Movement within classification levels

8.12.1 Advancement for all Employees may be considered as part of the annual performance review contained in the Employees' contract of employment.

8.12.2 In the case of Employees who are visiting general practitioners, advancement may only be considered on the third anniversary of the date of commencement of duty.

8.12.3 In the case of Employees who are visiting general practitioners with FRACGP and/or vocational registration, progression may only be considered via an annual increment increase on each anniversary of the date of commencement of duty. In the case of visiting general practitioners with vocational registration, continuation of payment will be dependent upon maintaining such registration and providing documentary evidence of same to the Employer on an annual basis. Where vocational registration is not maintained and/or satisfactory evidence is not provided, the Employee shall cease to be entitled to be paid on the scale for visiting general practitioner with FRACGP and/or vocational registration and revert to the scale for visiting general practitioner. This could result in a reduction in the hourly rate payable to that Employee.

8.12.4 In the case of Employees who are visiting specialists, progression may only be considered via annual increments payable on each anniversary of the date of commencement of duty.

8.13 Procedures and criteria for promotion to visiting senior specialist

An Employee shall not be entitled to be considered for incremental progression to visiting senior specialist level, unless they have been eligible for specialist registration for at least seven years and has received satisfactory performance appraisal and development reports annually in this time. Appointment to a visiting senior specialist position may also transpire by way of appointment to an advertised vacancy.

8.14 Overtime (continuation of duty)

8.14.1 An Employee will be paid overtime on an exception basis, it will only be payable when the hours worked in any one session exceeds nine hours.

8.14.2 Overtime paid on an exception basis (as it occurs) is processed by submission of an Attendance Variation and Allowance Claims form (AVAC).

8.14.3 Overtime will be calculated on a fortnightly basis. The overtime base rate multiplier is 1.60 (or 160 per cent). All overtime worked on an exception basis will be paid at 160 per cent of the relevant loaded base rate.

8.14.4 An Employee 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 Employee over the course of the year, to which the overtime base rate multiplier will be applied. For example, a four-year visiting specialist will be paid at a rate of $1.60 \times \$178.85 = \$286.16/\text{hour}$.

8.15 Fuel Allowance

8.15.1 All Employees will be eligible to receive one fuel allowance which is payable fortnightly. The fuel allowance is based on the number of Core Hours the Employee is required to work per fortnight. Fuel allowance per annum:

- (a) Less than 6 hours per fortnight - \$580 per annum;
- (b) 6 hours to less than 12 hours per fortnight - \$1,150 per annum;
- (c) 12 hours to 18 hours per fortnight - \$1,700 per annum;
- (d) More than 18 hours per fortnight - \$2,350 per annum.

8.16 Exception to call back

8.16.1 A Service may choose to offer the availability of exception to call back arrangements for Employees at specific HHS hospitals. Employees are to be paid on a 'rate per procedure basis' for such arrangements, commensurate with the relevant rate/s set out in the Department of Veterans' Affairs Fee Schedule for Medical Services (as updated and amended from time to time) as an exception to standard call back payments.

8.16.2 Applicable HHS hospitals include:

- (a) Bundaberg Hospital
- (b) Cairns Base Hospital
- (c) Gladstone Hospital
- (d) Hervey Bay Hospital
- (e) Mackay Base Hospital
- (f) Maryborough Hospital
- (g) Mount Isa Hospital
- (h) Rockhampton Hospital
- (i) Toowoomba Hospital
- (j) Townsville Hospital.

PART 9 - NO EXTRA CLAIMS

9.1 No extra claims

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

- (a) The Employee, 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.
- (b) This Agreement covers all matters or claims that could otherwise be subject to protected action under the Act and its successors.

9.1.2 This clause 9.1 does not prohibit or restrict an application being made under chapter 5, part 3 of the Act.

SCHEDULE 1

VMO BASE RATES

	As from 1/07/2023	As from 1/07/2024	As from 1/07/2025
Visiting Specialist			
1 st Year	\$ 126.81	\$ 131.88	\$ 135.84
2 nd Year	\$ 131.13	\$ 136.38	\$ 140.47
3 rd Year	\$ 135.32	\$ 140.73	\$ 144.95
4 th Year	\$ 138.72	\$ 144.27	\$ 148.60
Visiting Senior Specialist			
1 st Year and thereafter	\$ 150.71	\$ 156.74	\$ 161.44
Visiting General Practitioner			
1 st , 2 nd , 3 rd Year	\$ 110.12	\$ 114.52	\$ 117.96
Thereafter	\$ 114.31	\$ 118.88	\$ 122.45
Visiting General Practitioner with FRACGP and/or Vocational Registration			
1 st Year	\$ 110.12	\$ 114.52	\$ 117.96
2 nd Year	\$ 114.31	\$ 118.88	\$ 122.45
3 rd Year and thereafter	\$ 118.46	\$ 123.20	\$ 126.90

VMO LOADED HOURLY RATES - 48%

	As from 1/07/2023	As from 1/07/2024	As from 1/07/2025
Percentage loading on Base Hourly Rate:	48.00%	48.00%	48.00%
Visiting Specialist			
1 st Year	\$ 187.68	\$ 195.18	\$ 201.04
2 nd Year	\$ 194.07	\$ 201.84	\$ 207.90
3 rd Year	\$ 200.27	\$ 208.28	\$ 214.53
4 th Year	\$ 205.31	\$ 213.52	\$ 219.93
Visiting Senior Specialist			
1 st Year and thereafter	\$ 223.05	\$ 231.98	\$ 238.93
Visiting General Practitioner			
1 st , 2 nd , 3 rd Year	\$ 162.98	\$ 169.49	\$ 174.58
Thereafter	\$ 169.18	\$ 175.94	\$ 181.23
Visiting General Practitioner with FRACGP and/or Vocational Registration			
1 st Year	\$ 162.98	\$ 169.49	\$ 174.58
2 nd Year	\$ 169.18	\$ 175.94	\$ 181.23
3 rd Year and thereafter	\$ 175.32	\$ 182.34	\$ 187.81

SIGNATORIES

Signed for and on behalf of the State of Queensland (Queensland Health) and Hospital and Health Services	Michael Walsh A/Director-General, Queensland Health
	29/02/2024
Signature	Date
In the presence of:	
	Mr Gerard O'Gorman
	29/02/2024
Signature	Print name and date

Signed for and on behalf of the Australian Salaried Medical Officers' Federation Queensland, Industrial Union of Employees (ASMOFQ)	
	Dr Hau Tan
	26/02/2024
Signature	Print name and date
In the presence of:	
	Mr John Cosgrove
	26/02/2024
Signature	Print name and date

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

Alex Scott

29/02/2024

Signature

Print name and date

In the presence of:

Gerard O'Gorman

29/02/2024

Signature

Print name and date