

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999 - s. 130 - award review*

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

(Matter A/2010/108)

DEPUTY PRESIDENT SWAN  
DEPUTY PRESIDENT BLOOMFIELD  
COMMISSIONER THOMPSON

21 August 2012

AWARD REVIEW

After reviewing the above Award as required by s. 130 of the *Industrial Relations Act 1999*, this Commission orders that the Award be repealed and the following Award be made as from 21 August 2012.

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

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Paid Rates Award is known as the District Health Services - Senior Medical Officers and Resident Medical Officers' Award - State 2012.

**1.2 Arrangement**

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### **1.3 Award coverage**

1.3.1 This Award applies to Employees of Queensland Health employed by the various Health Services Districts in

Queensland whose rates of salaries are prescribed in this Award.

1.3.2 The provisions of the *Health Services Act 1991* and the *Health Act 1937* and the Regulations made thereunder will apply to the employees to which this Award applies where such Acts and Regulations are applicable.

#### **1.4 Area of operation**

For the purposes of this Award, the Divisions and Districts are as follows:

##### *1.4.1 Divisions*

- (a) Northern Division - That portion of the State along or north of a line commencing at the junction of the sea coast with the 21<sup>st</sup> parallel of south latitude; from that latitude due west to 147 degrees of east longitude; from that longitude due south to 22 degrees 30 minutes of south latitude; from that latitude due west to the western border of the State.
- (b) Mackay Division - That portion of the State within the following boundaries: Commencing at the junction of the sea-coast with the 21<sup>st</sup> parallel of south latitude; from that latitude due west to 147 degrees of east longitude; from that longitude due south to 22 degrees of south latitude; from that latitude due east to the sea coast; from the sea-coast northerly to the point of beginning.
- (c) Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

##### *1.4.2 Districts*

(a) Northern Division:

Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.

Western District - The remainder of the Northern Division.

(b) Southern Division:

Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; from that longitude due north to 25 degrees of south latitude; from that latitude due west to 147 degrees of east longitude; from that longitude due north to the southern boundary of the Mackay Division.

Western District - The remainder of the Southern Division.

#### **1.5 Date of operation**

This Award takes effect from 21 August 2012.

#### **1.6 Parties bound**

1.6.1 This Award is binding on:

- (a) The employees as prescribed in clause 1.3;
- (b) The Chief Executive, Queensland Health as the employer on behalf of the various Health Services Districts in relation to such employees;
- (c) The Together Queensland, Industrial Union of Employees and its members; and
- (d) The Australian Salaried Medical Officers' Federation Queensland, Industrial Organisation of Employees and its members.

#### **1.7 Definitions**

1.7.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.

1.7.2 "Commission" means the Queensland Industrial Relations Commission.

1.7.3 "Continuous Shift Work" will mean work done by Resident Medical Officers where the hours of work are regularly rotated under a shift roster covering a 24 hour each day operation over a 7 day week.

- 1.7.4 "Double Rates" will mean one time in addition to the prescribed rate payable depending upon when the work is being performed.
- 1.7.5 "Health Service District" will mean a District constituted under the *Health Services Act 1991*
- 1.7.6 "Majority of Shift" means the major portion of ordinary hours worked by Resident Medical Officers in any shift where the starting and finishing times occur on different days.
- 1.7.7 "On duty" means time spent performing official hospital duties.
- 1.7.8 "Rostered Days Off" will mean those 2 days in every 7 day work cycle an employee is not rostered to perform ordinary working hours.
- 1.7.9 "Shift Work" (other than Continuous Shift Work) will mean work regularly rotated under a roster for Resident Medical Officers which prescribes 2 or more shifts (day, afternoon or night) each day, but does not cover a 24 hour each day operation over a 7 day week.
- 1.7.10 "Union" means the Together Queensland, Industrial Union of Employees and/or the Australian Salaried Medical Officers' Federation Queensland, Industrial Organisation of Employees.

## **PART 2 - FLEXIBILITY**

### **2.1 Enterprise flexibility**

- 2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- 2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.
- 2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

### **2.2 Procedures to implement facilitative Award provisions**

Wherever facilitative provisions appear in this Award which allow for determination of the conditions of employment by agreement between the Chief Executive and the Union and the majority of employees affected, the following procedures will apply:

- 2.2.1 Facilitative Award provisions can be negotiated between management and employees who are directly affected by such proposals or between management and the Union depending upon the particular Award provisions.
- 2.2.2 Employees may be represented by their local Union delegate/s and will have the right to be represented by their local Union official/s.
- 2.2.3 Facilitative Award provisions can only be implemented by agreement.
- 2.2.4 In determining the outcome from facilitative provisions, neither party should unreasonably withhold agreement.
- 2.2.5 Agreement is defined as obtaining consent of greater than 50% of employees directly affected or of the Union depending upon the particular award provisions.
- 2.2.6 Where a provision refers to agreement by the majority of employees affected, all employees directly affected will be consulted as a group. Should the consultation process identify employees in specific concerns, which relate to either equity or occupational health and safety issues such concerns may be catered for on an individual basis subject to operational requirements.
- 2.2.7 Any agreement reached must be documented, and will incorporate a review period.
- 2.2.8 Where the agreement relates to either the working of ordinary hours on other than a Monday to Friday basis, the introduction of shift work or change to the shift roster the relevant industrial organisation/s are to be notified in writing at least one week in advance of agreement being sought.

## **PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **3.1 Prevention and settlement of disputes**

- 3.1.1 The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Award, by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- 3.1.2 Subject to legislation, while the dispute procedure is being followed, normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party will be prejudiced as to the final settlement by the continuation of work.
- 3.1.3 There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- 3.1.4 In the event of any disagreement between the parties as to the interpretation or implementation of this Award, the following procedures will apply:
- (a) the matter is to be discussed by the employee's Union representative and/or the employee(s) concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
  - (b) if the matter is not resolved as in clause 3.1.4(a), it will be referred by the Union representative and/or the employee(s) to the appropriate management representative who will arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 days;
  - (c) if the matter remains unresolved, it may be referred to the Chief Executive or nominee for discussion and appropriate action. This process should not exceed 14 days;
  - (d) if the matter is not resolved then it may be referred by either party to the Commission for conciliation.
- 3.1.5 Nothing contained in this procedure will prevent Unions or the Queensland Government from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.

### **3.2 Employee grievance procedures**

The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion; to reduce the level of disputation; and to promote efficiency, effectiveness and equity in the workplace.

This procedure applies to all industrial matters within the meaning of the Act.

- 3.2.1 Stage 1: In the first instance the employee must inform such employee's immediate supervisor, in writing, of the existence of the grievance and they will attempt to solve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1.
- 3.2.2 Stage 2: If the grievance remains unresolved, the employee must refer the grievance to the next in line management ("the manager"). The manager will consult with the parties. The employee may exercise the right to consult or be represented by such employee's Union representative during the course of Stage 2.
- 3.2.3 Stage 3: If the grievance is still unresolved, the manager must advise the Chief Executive and the aggrieved employee may submit the matter in writing to the Chief Executive of the organisation if such employee wishes to pursue the matter further. If desired by either party, the matter may also be notified to the Union.
- 3.2.4 The Chief Executive must ensure that:
- (a) the aggrieved employee or such employee's Union representative has the opportunity to present all aspects of the grievance;
  - (b) the grievance must be investigated in a thorough, fair and impartial manner.

The Chief Executive may appoint another person to investigate the grievance. The Chief Executive may consult with the union in appointing an investigating employee. The appointed person may be other than the employee's supervisor or manager.

- 3.2.5 If the matter is notified to the Union, the investigating employee may consult with the Union during the course of the investigation. The Chief Executive must advise the employee initiating the grievance, such employee's union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.

The Chief Executive may delegate such Chief Executive's grievance resolution powers under clause 3.2 to a nominated representative.

3.2.6 The procedure is to be completed under the following time frames unless the parties agree otherwise:

Stage 1 Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure may not extend beyond 7 days.

Stage 2 Not to exceed 7 days.

Stage 3 Not to exceed 14 days.

3.2.7 If the grievance is not settled the matter may be referred to the chief executive of the Public Service Commission or Commission by the employee or the Union, as appropriate, under the respective jurisdictions of the tribunals.

3.2.8 Subject to legislation, while the grievance procedure is being followed, normal work is to continue, except in the case of a genuine safety issue. The *status quo* existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party will be prejudiced as to the final settlement by the continuation of work.

3.2.9 Where the grievance involves allegations of sexual harassment, an employee may begin the procedure at Stage 3.

## **PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

### **4.1 Anti-discrimination**

4.1.1 It is the intention of the parties to this Award to prevent and eliminate discrimination, as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999*, as varied from time to time which includes:

(a) discrimination on the basis of sex, relationship status, family responsibilities, pregnancy, parental status, breastfeeding, age, race, impairment, religious belief or religious activity, political belief or activity, trade union activity, lawful sexual activity, gender identity, sexuality and association with, or relation to, a person identified on the basis of the above attributes.

(b) sexual harassment; and,

(c) racial and religious vilification.

4.1.2 Accordingly in fulfilling their obligations under the disputes avoidance and settling clause 3.1, the parties to the Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.1.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

4.1.4 Nothing in clause 4.1 is to be taken to affect:

(a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;

(b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Australian Human Rights Commission/Anti-Discrimination Commission Queensland.

### **4.2 Contract of employment**

#### **4.2.1 Resident medical officers**

Appointment to the position of resident medical officer will be for 52 continuous calendar weeks, unless otherwise specifically stated, and the following provisions will be included:

(a) The employer may appoint the resident medical officer to provide medical services including the keeping and maintaining of adequate medical records and may require the resident medical officer to spend a period of their engagement at a number of public hospitals as arranged mutually by the Health Service District and the resident medical officer concerned.

### **4.3 Termination of employment**

#### 4.3.1 *Statement of employment*

The employer shall, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

#### 4.3.2 *Notice of termination of resident medical officer*

Except in the case of dismissal for misconduct, employment may be terminated by 4 weeks' notice give by either the employer or by the resident medical officer or by payment or forfeiture of 4 weeks' salary as the case may be, provided that the resident medical officer and the employer may agree to a lesser period of notice.

#### 4.3.3 *Notice of termination of senior medical officer*

Except in the case of dismissal for misconduct, employment may be terminated by 3 calendar months' notice given either by the employer or the senior medical officer or by payment or forfeiture of 3 months' salary as the case may be provided that the senior medical officer and the employer may agree to a lesser period of notice.

#### 4.3.4 *Time off during notice period*

During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the employer.

### **4.4 Introduction of changes**

#### 4.4.1 *Employer's duty to notify*

- (a) Where the employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.
- (b) 'Significant effects' includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

#### 4.4.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.4.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees:

Provided that an employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

### **4.5 Redundancy**

The provisions of clause 4.5 will not apply to the extent that the provisions of the redundancy arrangements are contained in a Directive issued by the Minister responsible for industrial relations pursuant to section 54 of the *Public Service Act 2008*, *Public Service Regulations Schedule 1*, Queensland Health HR Policy B36 relating to "*Surplus Employees and Priority Placement Employees*", HR Policy B43 "*Relinquishment of Role*", and Parts C and D of HR Policy H1 "*Separation of Employment*" provide entitlements that are superior to clause 4.5.

#### 4.5.1 *Consultation before terminations*

- (a) Where the employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.5.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that an employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

#### 4.5.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.5.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.3.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.

#### 4.5.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from the employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
  - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.5.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

#### 4.5.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.5.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### 4.5.5 *Notice to Centrelink*



Where a decision has been made to terminate employees in the circumstances outlined in clause 4.5.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

#### 4.5.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.3 and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.4.1(a), shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

- (b) 'Weeks' Pay' means the ordinary time rate of pay for the employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

#### 4.5.7 *Superannuation benefits*

The employer may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:

- (a) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.

#### 4.5.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.5.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

#### 4.5.9 *Alternative employment*

The employer, in a particular case, may make application to the Commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

#### 4.5.10 *Employees with less than one year's service*

Clause 4.5 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

#### 4.5.11 *Employees exempted*

Clause 4.5 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to employees engaged for a specific period or task(s); or
- (c) to casual employees.

#### 4.5.12 *Employers exempted*

Subject to an order of the Commission, in a particular redundancy case, clause 4.5 shall not apply to an employer that employs employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.

#### 4.5.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.5.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from the employer (transmittor) to another employer (transmittee), in any of the following circumstances:
  - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
  - (ii) where the employee rejects an offer of employment with the transmittee:
    - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
    - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.5.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.5.14 *Incapacity to pay*

The employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription amended on the basis of the employer's incapacity to pay.

### **4.6 Date of appointment**

4.6.1 Each employee on appointment must be advised in writing of the Classification Level, which relates to that position, of any variations thereto, and of their conditions of employment.

4.6.2 The date of appointment to a position will be:

- (a) the date of approval for those employees appointed from within Queensland Health to an advertised vacancy;  
or
- (b) the beginning date of duty for those employees appointed from an external source to an advertised vacancy;  
or
- (c) the first day of July for those senior medical officers appointed under clause 5.6.

### **4.7 Recognition of previous service**

The entitlements for Recognition of Previous Service are prescribed under the Recognition of Previous Service and Employment Directive, as issued and amended by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008*.

### **4.8 Part-time employees**

4.8.1 "Part-Time Employee" will mean an employee, other than a "Casual Employee" as defined in this Award, who is engaged to work regular hours each week and whose ordinary daily working hours are worked continuously, excluding meal breaks:

Provided that the weekly total of such hours will always be less than the ordinary weekly working hours of a full-time employee.

4.8.2 The following conditions will be applicable to part-time employees:

- (a) The spread of ordinary working hours may be the same as those prescribed for a full-time employee under this Award.
- (b) A part-time employee may be employed to work regular hours each week provided the engagement is always less than a full-time employee.
- (c) A part-time employee will be paid at the same hourly rate as a full-time employee for performing duties of the same Award classification:

Provided that for the provisions of clause 4.8, the hourly rate for each appropriate classification will be 1/80th of the ordinary fortnightly salary.

4.8.3 A part-time employee will also be entitled to any allowances applicable based *pro-rata* on the number of hours worked in relation to the ordinary full-time hours applicable to the Award classification provided that the following provisions apply in full:

Fares and travelling allowance  
On call allowance  
Meal allowance

4.8.4 The public holiday provisions of clause 7.8 of this Award will apply, provided that a part-time employee who usually works on a day of the week on which a public holiday falls, and who is not required to work on that day, will be paid for the hours which would otherwise have been worked on that day.

4.8.5 Subject to the provisions contained in clause 4.8, all other provisions of this Award applicable to full-time employees will apply *pro-rata* to a part-time employee.

#### **4.9 Casual employees**

4.9.1 "Casual Employee" will mean an employee, other than a "Part-Time Employee" as defined in this Award, who is engaged as such and is paid on an hourly basis to work generally for less than the ordinary weekly working hours of a full-time employee.

4.9.2 The engagement of casual employees may not be utilised by the employer to permanently fill any full-time or part-time position.

4.9.3 A casual employee will be paid 23% in addition to the ordinary Award rates of pay for the class of work upon which the employee is engaged. Each engagement will stand alone, with a minimum payment as for 2 hours work made in respect to each engagement. Where applicable, a casual employee will be entitled to the provisions of overtime, penalty rates and payment for work performed on public holidays. In respect to Sundays, casual employees must be remunerated at the rate of double time and will not be entitled to an additional payment of the 23% casual loading:

Provided that for the provisions of clause 4.9, the hourly rate for each appropriate classification will be 1/80th of the ordinary fortnightly salary.

4.9.4 Provided also that in addition to the provisions of clause 4.9.3, a casual employee may be further entitled to payment of any applicable Award allowances based *pro-rata* on the number of hours worked in relation to the ordinary hours of the Award classification.

4.9.5 Except under clauses 4.9.3 and 4.9.4, a casual employee must not be entitled to any other leave payment.

### **PART 5 - WAGES AND WAGE RELATED MATTERS**

#### **5.1 Classification definitions**

5.1.1 "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*.

5.1.2 "Junior House Officer" means a medical practitioner in the first year of service after eligibility for full registration as a medical practitioner.

5.1.3 "Principal House Officer" means a medical practitioner appointed as such who is not undertaking an accredited

course of study leading to a higher medical qualification

- 5.1.4 "Registrar" means a medical practitioner appointed as such who is undertaking an accredited course of study leading to a higher medical qualification.
- 5.1.5 "Resident Medical Officer" means a medical practitioner appointed as an Intern, a Junior House Officer, a Senior House Officer, a Principal House Officer, a Registrar or a Senior Registrar by any Health Services District.
- 5.1.6 "Senior House Officer" 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.
- 5.1.7 "Senior Medical Officer" includes a Medical Superintendent, Deputy Medical Superintendent, Assistant Medical Superintendent, Senior Staff Specialist, Staff Specialist, General Practitioner and Medical Officer.
- 5.1.8 "Senior Registrar" means a medical practitioner appointed as such who has specialist registration with the Medical Board of Australia.

## 5.2 Salaries

The employees may be paid under one of the following classification levels:

Classification Level	Pay Point	Per fortnight \$
L1	RMO1	2,340.10
L2	RMO2	2,524.80
L3	RMO3	2,709.60
L4	Reg 1	3,309.80
L5	Reg 2	3,402.20
L6	Reg 3	3,494.50
L7	Reg 4	3,633.10
L8	Reg 5	3,725.50
L9	Reg 6	3,817.80
L10	SReg 1	4,187.20
L11	SReg 2	4,325.70
L12	SReg 3	4,464.30
L13	SReg 4	4,601.30
L13	C1-1	4,601.30
L14	C1-2	4,741.30
L15	C1-3	4,880.70
L16	C1-4	5,021.90
L17	C1-5	5,161.80
L18	C2-1	5,295.40
L19	C2-2	5,434.00
L20	C2-3	5,593.00
L21	C2-4	5,711.00
L22	C2-5	5,849.50
L23	C2-6	5,988.10
L24	C3-1	6,131.00
L25	C3-2	6,308.30
L18	MO1-1	5,295.40
L19	MO1-2	5,434.00
L20	MO1-3	5,593.00
L21	MO1-4	5,711.00

L22	MO1-5	5,849.50
L23	MO1-6	5,988.10
L24	MO1-7	6,131.00
L25	MO2-1	6,308.30
L26	MO2-2	6,496.00
L27	MO2-3	6,680.80
L28	MO3-1	6,957.80
L29	MO4-1	7,327.20

The above rates incorporate adjustments based upon the *Medical Officers' (Queensland Health) Certified Agreement (No 1) 2005*.

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2011 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, award amendments to give effect to enterprise agreements and over-award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

### 5.3 Payment of salaries

Salaries will be paid fortnightly by electronic funds transfer, provided that payment by other means shall be at the discretion of the employer. The salaries prescribed by this Award are expressed in both fortnightly and annual rates. The fortnightly rates are the actual salaries paid and annual rates are shown for information purposes only.

### 5.4 Classification structure

5.4.1 Salary ranges shall apply as follows:

	<b>Classification</b>	<b>Level/s</b>	<b>Known As</b>
(a)	Intern	1	RMO1
(b)	Resident Medical Officer	2-3 inclusive	RMO2 to RMO3
(c)	Principal House Officer	4-7 inclusive	PHO1 to PHO4
(d)	Registrar	4-9 inclusive	REG1 to REG6
(e)	Senior Registrar	10-13 inclusive	SREG1 to SREG4
(f)	Medical Officer General Practitioner Medical Superintendent / Deputy and Assistant Medical Superintendent	13-14 inclusive	C1-1 to C1-2
(g)	Medical Officer General Practitioner with FRACGP* Medical Officer Credentialed Practice Medical Superintendent / Deputy and Assistant Medical Superintendent with FRACGP*	13-17 inclusive	C1-1 to C1-5
(h)	Medical Officer General Practitioner with FRACGP* - Senior Status Medical Officer Credentialed Practice - Senior Status Medical Superintendent / Deputy and Assistant Medical Superintendent with FRACGP* - Senior Status	18	C2-1
(i)	Medical Officer Advanced Credentialed Practice Medical Superintendent / Deputy and Assistant Medical Superintendent Advanced Credentialed Practice	18-23 inclusive	C2-1 to C2-6
(j)	Medical Officer Advanced Credentialed Practice - Senior Status Medical Superintendent / Deputy and Assistant Medical Superintendent Advanced	24-25 inclusive	C3-1 to C3-2

	<b>Classification</b>	<b>Level/s</b>	<b>Known As</b>
	Credentialed Practice - Senior Status		
(k)	Staff Specialist Medical Superintendent / Deputy and Assistant Medical Superintendent with FRACMA	18-24 inclusive	MO1-1 to MO1-7
(l)	Staff Specialist - Senior Status Medical Superintendent / Deputy and Assistant Medical Superintendent with FRACMA - Senior Status	25-27 inclusive	MO2-1 to MO2-3
(m)	Staff Specialist - Eminent Status Medical Superintendent / Deputy and Assistant Medical Superintendent with FRACMA - Eminent Status	28	MO3-1
(n)	Staff Specialist - Pre-Eminent Status Medical Superintendent / Deputy and Assistant Medical Superintendent with FRACMA - Pre-Eminent Status	29	MO4-1

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

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

Provided that, in the case of clause 5.4.1(k), a new medical officer shall be placed at a point within the relevant salary range according to their years of eligibility for specialist registration.

5.4.3 (a) In the case of clauses 5.4.1(b), (c), (d), (e), (g), (i), and (k), a medical officer shall progress through the salary range by annual increments on their anniversary date.

(b) In the case of clause 5.4.1(f), a medical officer shall not be entitled to receive an increase in salary by way of movement between Levels 13 and 14 until the medical officer has been in receipt of such salary for a period of 5 years.

(c) In the case of clause 5.4.1(h), a medical officer shall not be entitled to proceed by incremental progression to Level 18 unless the medical officer has been in receipt of the Level 17 salary for at least 2 years and has received satisfactory Performance Appraisal and Development reports for at least 2 years:

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

(d) In the case of clause 5.4.1(j), a medical officer shall not be entitled to proceed by incremental progression to Level 24 unless the medical officer has been in receipt of the Level 23 salary for at least 2 years and has received satisfactory Performance Appraisal and Development reports for at least 2 years:

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

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

(e) In the case of clause 5.4.1(l), a medical officer shall not be entitled to proceed by incremental progression to Level 25 unless the medical officer has been eligible for specialist registration for at least 7 years and has received satisfactory Performance Appraisal and Development reports for at least 2 years:

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

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

(f) In the case of clauses 5.4.1(m) and (n), a medical officer shall not be entitled to proceed via incremental progression to Levels 28 and 29. Appointment to Levels 28 and 29 shall be in accordance with the criteria and application process contained in HR Policy B10 as amended or replaced by agreement of the parties.

(g) Senior medical officers must be given the opportunity to participate in a performance appraisal and development process that will enable them to meet the requirements of clauses 5.4.1(c), (d) and (e). Where Senior medical officers have not been provided the opportunity to participate in such a process, they will increment to the next level in the absence of substantiated unsatisfactory performance reports.

- 5.4.4 (a) In *Medical Officers' (Queensland Health) Certified Agreement (No 1) 2005* the parties agreed to introduce new classification levels for medical officers engaged in advanced credentialed practice in disciplines recognised by the State Recognised Practice Committee (SRPC) and approved by the Director-General.
- (b) The following disciplines have been recognised to date:
- Rural generalist medicine;
  - Clinical forensic medicine;
  - Generalist emergency medicine;
  - Addiction medicine;
  - Sexual health medicine.
- (c) The following disciplines will be assessed for determination by the Committee under this clause, with the determination having effect from 1 January 2006:
- Breast medicine;
  - Mental health.
- (d) The recognition of practice process has and will continue to provide SMOs:
- recognition for qualifications other than specialist qualifications that benefit medical services and patient safety, provide better health outcomes and represent value for money;
  - a salary range linked to their credentialed status; and
  - improved career pathways.
- (e) The SRPC will continue its work of considering new disciplines for recognition, and will oversee the administration and implementation of Individual Bridging Programs where medical officers were identified as needing to complete recognised qualifications to be eligible for their new pay increments.
- (f) Disciplines which are assessed for determination apart from those listed in clauses 5.4.4 (b) and (c) will have effect from the date of approval of recognition by the chief executive officer of Queensland Health.
- (g) Appointments made to positions in recognised disciplines after the recognition of the discipline will be made in accordance with Queensland Health's SRPC appointment and translation policy.

## 5.5 Allowances

5.5.1 *Higher duties payment* - Where an employee temporarily occupies a position to which is attached a higher classification for a period of more than 3 days, that employee must be paid not less than the difference between the salary of the employee temporarily filling the position and the minimum salary attaching to the position they are temporarily occupying, including any relevant director's allowance.

5.5.2 *Meal allowance* - When an employee is rostered to work in excess of 10 continuous hours they may be supplied with an adequate meal free of charge or be entitled to be paid \$12.10 meal allowance:

Provided that where the continuous period exceeds 15 hours, a further meal free of charge may be supplied or a further \$12.10 meal allowance paid.

5.5.3 *Divisional and District Parities* - In addition to the rates of salaries set out in this Award for the Southern Division, Eastern District, the following amounts may be paid to employees employed in the Divisions and Districts referred to hereunder:

	Adults 21 years age and over		Employees under 21 who have not reached substantive grade	
	Per fortnight \$	Per annum \$	Per fortnight	Per annum \$
Northern Division, Eastern District	2.10	54.00	1.05	27.00
Northern Division, Western District	6.50	168.00	3.25	84.00
Mackay Division	1.80	46.00	0.90	23.00
Southern Division,				

#### 5.5.4 *Locality allowance*

The conditions and entitlements of locality allowances paid to employees who are appointed to work at named centres are prescribed under the Locality Allowance Directive as issued and amended by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008*.

#### 5.5.5 *Director allowance - Senior Medical Officers -*

- (a) Where appointed to a position of Director, the following relevant allowance may be paid during that appointment:

	Per annum \$
Large Department	11,870
Medium Department	8,390
Small Department	4,906
Clinical Director	Nil

Note 1: The Director's Allowance has been adjusted to include allowance based upon Queensland Public Health Sector Certified Agreement (No. 4) 2000 (EBA4)(CA576/00) certified by the Commission on 25/10/2000

Note 2: These allowances are not to be adjusted for any State Wage Case granted in 2002, 2003 and 2004.

Note 3: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2011 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

- (b) Department size will be decided on the basis of the administration/managerial responsibilities required to be undertaken by the Director. This will be decided in consultation with the parties.
- (c) The allowance may be considered as an all purpose allowance in terms of this Award excepting that it is not to be taken into account in the calculation of the flexibility allowance prescribed in clause 5.8.6.
- (d) A Director's Allowance is not payable to Medical Superintendents, Deputy Medical Superintendents or Assistant Medical Superintendents howsoever titled.

#### 5.5.6 *Flexibility allowance - Senior Medical Officers -*

- (a) A Senior Medical Officer who in working required ordinary hours regularly begins duty at 7.30 a.m. or continues to work to 6.30 p.m. without overtime payments as a regular working arrangement in order to provide a clinical service may be paid a fortnightly allowance equivalent to 5% of the officer's ordinary fortnightly salary.
- (b) A Senior Medical Officer's ordinary fortnightly salary will be exclusive of the Director's allowance prescribed in clause 5.8.5 of this Award.
- (c) Such working arrangements may be by mutual agreement between the employer and the Senior Medical Officer.
- (d) The flexibility allowance must not be paid during any periods of leave and shall not be calculated for any other purpose of this Award.

### 5.6 **Superannuation**

Subject to federal legislation, the employer must comply with superannuation arrangements prescribed in the *Superannuation (State Public Sector) Act 1990* (and associated Deed, Notice and Regulation).



Where federal legislation provides for choice of fund rights to an employee subject to this Award, and that employee fails to elect which superannuation fund to which employer contributions are directed, the employer will direct contributions to such fund as prescribed by the abovementioned Queensland legislation.

## **PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK**

### **6.1 Hours of duty - Resident Medical Officers**

6.1.1 The ordinary hours of duty of Resident Medical Officers will be 80 each fortnight.

6.1.2 No shift will be less than 4 hours in length on any day:

Provided that no Resident Medical Officer will be rostered to perform ordinary hours of less than 8 hours on more than 2 shifts in any 14 day period.

6.1.3 No broken or split shifts will be worked.

6.1.4 All ordinary time worked in excess of 10 hours in any one shift will be paid at overtime rates.

6.1.5 In no case will a Resident Medical Officer be required to be On duty beyond a maximum of 16 hours, with a minimum of 8 hours off duty before being required to be On duty again.

6.1.6 Resident Medical Officers will be given at least 2 weeks' notice of rosters to be worked in relation to ordinary hours and also where practicable, in relation to additional (overtime) rostered hours of work:

Provided that, a hospital may change the rosters without notice to meet any emergent situation.

6.1.7 A Resident Medical Officer will be entitled to 4 days off in any 14 day period, 2 of which must be on consecutive days:

Provided that where a Resident Medical Officer, as part of their ordinary duty is rostered for a period or periods of not more than 4 ordinary hours of duty, an entitlement to the remaining 2 days off may be adjusted so that 2 half days representing 4 ordinary working hours on each day will represent one whole day.

6.1.8 For the purpose of clause 6.1, a "day" will be defined as a period of 24 consecutive hours calculated from midnight on one day to midnight on the next day.

### **6.2 Hours of duty - Senior Medical Officers**

The ordinary hours of duty of Senior Medical Officers will not exceed 9 hours each day or 90 hours each fortnight exclusive of meals. Such ordinary hours must be worked between the hours of 8.00 a.m. and 6.00 p.m.

### **6.3 Overtime - Resident Medical Officers**

6.3.1 A Resident Medical Officer performing additional hours of duty in excess of the ordinary hours specified in clause 6.1 will be subject to the Medical Superintendent or their delegate determining that payment is justified, be paid for such excess duty hours as follows:

(a) Monday to Saturday - time and one-half for the first 3 hours and double time thereafter;

(b) Sunday - double time;

(c) Public holidays - double time and one-half.

6.3.2 Payment in terms of clause 6.3 will not be unreasonably withheld by the employer.

### **6.4 Overtime - Senior Medical Officers**

6.4.1 A Senior Medical Officer may only be entitled to the payment of overtime in respect of clinical duties performed.

6.4.2 A Senior Medical Officer who is not in receipt of the flexibility allowance prescribed in clause 5.8.6 and who is required to work in excess of 9 hours on any day between 8.00 a.m. and 6.00 p.m. is entitled to be paid overtime at the ordinary hourly rate of 1/80th of the Senior Medical Officer's ordinary fortnightly salary taken to the nearest quarter of an hour.

6.4.3 A Senior Medical Officer who is in receipt of the flexibility allowance prescribed in clause 5.8.6 and who is

required to work in excess of 9 hours on any day between 7.30 a.m. and 6.30 p.m. is entitled to be paid overtime at the ordinary hourly rate of 1/80th of the Senior Medical Officer's ordinary fortnightly salary taken to the nearest quarter of an hour.

- 6.4.4 A Senior Medical Officer who is required to begin work prior to 8.00 a.m. or continue after 6.00 p.m. may be paid overtime at the rate of one and one-half times the ordinary hourly rate calculated at 1/80th of the Senior Medical Officer's ordinary fortnightly salary taken to the nearest quarter of an hour.

Provided that a Senior Medical Officer who is in receipt of the flexibility allowance prescribed in clause 5.8.6 will not be entitled to the payment of overtime in terms of clause 6.4.4 except in relation to a request to work before 7.30 a.m. or after 6.30 p.m.

- 6.4.5 Subject to the provisions of clause 6.14 (Passive Time - Senior Medical Officers) a Senior Medical Officer who is required to work more than 10 hours but less than 14 hours on any one day may, for such excess hours be paid overtime at the rate of one and one-half times the ordinary hourly rate calculated at 1/80th of the Senior Medical Officer's ordinary fortnightly salary taken to the nearest quarter of an hour.
- 6.4.6 Subject to the provisions of clause 6.14 (Passive Time - Senior Medical Officers) a Senior Medical Officer who is required to work 14 hours or more on any one day may, for those hours worked in excess of 14 hours be paid overtime at the rate of double the ordinary hourly rate calculated at 1/80th of the Senior Medical Officer's ordinary fortnightly salary taken to the nearest quarter of an hour for those hours worked in excess of 14 hours.
- 6.4.7 All overtime performed on the first day of a Senior Medical Officer's rostered days off during a work cycle may be paid at the rate of one and one-half times the ordinary hourly rate calculated at 1/80th of the Senior Medical Officer's ordinary fortnightly salary taken to the nearest quarter of an hour with a minimum of 2 hours work or payment thereof.
- 6.4.8 All overtime performed on the second day of a Senior Medical Officer's rostered days off during a work cycle will be paid at the rate of double the ordinary hourly rate calculated at 1/80th of the Senior Medical Officer's ordinary fortnightly salary taken to the nearest quarter of an hour with a minimum of 2 hours work or payment thereof.
- 6.4.9 All overtime performed on a Saturday or a Sunday will be paid at the appropriate rate determined by either clauses 6.4.7 or 6.4.8 depending upon whether Saturday or Sunday is the first or second rostered day off.
- 6.4.10 All overtime performed on a public holiday will be paid at the rate of double time and a-half the ordinary hourly rate calculated at 1/80th of the Senior Medical Officer's ordinary fortnightly salary taken to the nearest quarter of an hour. Clause 6.4.10 does not operate in respect of ordinary hours worked on a public holiday for which the provisions of clause 7.8 apply.

## **6.5 Extra payment for afternoon and night shifts - Resident Medical Officers**

Afternoon and night shift workers may be paid an allowance of 15 percent for each shift of ordinary hours where the major portion of such shift is worked between the hours of 6.00 p.m. and 8.00 a.m. the following day:

An exception is that such afternoon and night shift allowances will not apply to shift work performed on Saturday, Sunday or public holidays where the extra payments prescribed by clause 6.6 (Extra payment for week-end work - Resident Medical Officers) or clause 7.8 (Public holidays) apply.

## **6.6 Extra payment for week-end work - Resident Medical Officers**

All ordinary time worked by Resident Medical Officers in any one shift between midnight Friday and midnight Saturday will be paid for at the rate of time and a-half and between midnight Saturday and midnight Sunday at the rate of double time.

## **6.7 Basis of payment - shifts and week-end work - Resident Medical Officers**

In respect to the calculations of payments as contained in clauses 6.5 and 6.6, such payments will be made upon the Majority of Shift basis in respect of ordinary hours worked where the starting and finishing times occur on different days over the period Friday to Monday both days inclusive.

## **6.8 On call - Resident Medical Officers**

### **6.8.1 Definitions**

"On Call":

- (a) "Proximate call" is the availability of a Resident Medical Officer to be On duty within 10 minutes of being

recalled.

- (b) "Remote call" is the availability of a Resident Medical Officer to be On duty within 30 minutes of being recalled.

6.8.2 Where a Resident Medical Officer is instructed to hold themselves available on call outside ordinary or rostered working hours, they will be paid, in addition to their ordinary rate of pay, an allowance under the following scale:

- (a) Where the Resident Medical Officer is on remote call throughout the whole of a Saturday, Sunday or a public holiday - \$19.33 in respect of such instances;
- (b) Where the Resident Medical Officer is on remote call during the night only on a Saturday, Sunday or a public holiday - \$12.34 each night; and
- (c) Where a Resident Medical Officer is on remote call on any other night - \$9.74 each night.

For the purposes of clause 6.8.2, a "night" will be considered to consist of those hours falling between 5.00 p.m. and 8.00 a.m. or mainly between such hours.

6.8.3 Where a Resident Medical Officer is placed on proximate call an amount of \$7.95 will be paid in addition to the appropriate allowance prescribed in clause 6.8.2.

## **6.9 On call - Senior Medical Officers**

6.9.1 Where a Senior Medical Officer is instructed to be available on call outside ordinary working hours to provide a clinical service, the Senior Medical Officer will be paid an allowance as follows:

- (a) where the Senior Medical Officer is on call throughout the whole of a rostered day off or public holiday, the Senior Medical Officer will receive an amount equal to 90% of the notional rate decided under clause 6.10;
- (b) where the Senior Medical Officer is on call during a day only on a rostered day off or a public holiday, the Senior Medical Officer will receive an amount equal to 45% of the notional rate decided under clause 6.10;
- (c) where the Senior Medical Officer is on call during a night only, the Senior Medical Officer will receive an amount equal to 45% of the notional rate decided under clause 6.10;
- (d) the allowance is paid for each on call period and not for each hour within an on call period.

For the purposes of clause 6.9, a "night" will be considered to consist of those hours falling between 6.00 p.m. and 8.00 a.m. or mainly between such hours. A "day" will be considered to consist of those hours falling between 8.00 a.m. and 6.00 p.m. or mainly between such hours.

## **6.10 The notional rate**

6.10.1 The notional rate for all Medical Officers/General Practitioners and Staff Specialists will be 1/80th of the ordinary fortnightly salary prescribed in clause 5.2 for classification MOI-7.

6.10.2 The notional rate for all Senior Staff Specialists will be 1/80th of the ordinary fortnightly salary prescribed in clause 5.2 for classification MO2-2.

6.10.3 The notional rate for Medical Superintendents, Deputy Medical Superintendents and Assistant Medical Superintendents, how so ever titled, classified at levels MS-1 to MS-8 (inclusive) will be 1/80 of the ordinary fortnightly salary prescribed in clause 5.2 for classification MS-8.

6.10.4 The notional rate for Medical Superintendents, Deputy Medical Superintendents and Assistant Medical Superintendents, how so ever titled, classified at levels MS-9 to MS-13 (inclusive) will be 1/80 of the ordinary fortnightly salary prescribed in clause 5.2 for classification MS-10.

## **6.11 Recall - Resident medical officers**

6.11.1 *Monday to Friday* - In the event of a Resident Medical Officer on call being recalled to perform duty, they will be paid for the time worked, such time to be calculated as from home and back to home with a minimum payment of 2 hours at the prescribed overtime rate.

6.11.2 *Saturday and Sunday and public holidays* - A Resident Medical Officer performing overtime on recall on Saturday or Sunday or public holidays may be paid for such overtime at the appropriate rate with a minimum of 2 hours or at their option be granted time off equivalent to the number of hours worked, with a minimum of 2

hours. Such time to be calculated as from home and back to home:

An exception to this is a Resident Medical Officer who works on a public holiday and who is granted equivalent time off will be paid at half the ordinary rate for the time so worked with a minimum of 2 hours.

6.11.3 Any overtime payable will be in addition to the on call allowance.

6.11.4 Where a Resident Medical Officer is recalled to perform work during an off duty period such Resident Medical officer will be provided with transport to and from the Resident Medical Officer's home, or be refunded the cost of such transport under clause 8.1.2.

## **6.12 Recall - Senior medical officers**

6.12.1 *Monday to Friday* - In the event of a Senior Medical Officer on call being recalled to perform duty, the Senior Medical Officer will be paid for the time worked at one and one-half times the hourly rate as calculated in clause 6.4.2, such time to be calculated as from home and back to home with a minimum payment of 2 hours in respect of the first recall and one hour for any subsequent recall within any period of 24 hours:

An exception to this is any recall within the minimum period of one or 2 hours may not be regarded as a separate call out.

6.12.2 *Saturday and Sunday and public holidays* - A Senior Medical Officer performing overtime on recall on Saturday or Sunday or public holidays will be paid for such overtime at the appropriate rate as set out in either clause 6.4.9 or 6.4.10. Such time is to be calculated from home and back to home with a minimum payment of 2 hours in respect of the first recall and one hour for any subsequent recall. Clause 6.12 does not operate in respect of ordinary hours worked on a public holiday for which provisions of clause 7.8 apply:

An exception to this is any recall within the minimum period of one or 2 hours may not be regarded as a separate call out.

6.12.3 Payment as detailed in clauses 6.12.1 and 6.12.2 may only be made for clinical duties performed. Any overtime payable will be in addition to the on call allowance.

6.12.4 Where a Senior Medical Officer is recalled to perform work during an off duty period such Senior Medical Officer may be provided with transport to and from the Senior Medical Officer's home, or be refunded the cost of such transport under clause 8.1.2.

## **6.13 Fatigue leave - Resident medical officers**

A Resident Medical Officer who works so much overtime between the termination of their ordinary work on one day and the beginning of their ordinary work on the next day that they have not at least 8 consecutive hours off duty between those times may, subject to clause 6.13 be released after completion of such overtime until they have had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the employer the Resident Medical Officer resumes or continues work without having had such 8 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 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence:

An exception where the provisions of clause 6.13 will not apply is where a period of overtime of 2 hours or less is worked on call.

## **6.14 Passive time - Senior medical officers**

6.14.1 Passive time is to be paid at ordinary time rates excepting:

- (a) where a Senior Medical Officer working on a rostered shift which is payable at overtime or public holiday rates is also required to undertake either within or as an extension of that shift a period of duty which includes both clinical work and passive time; or
- (b) where a Senior Medical Officer is recalled to duty under clause 6.12 (Recall - Senior Medical Officers).

In such circumstances, the prevailing rate of payment is not to be reduced by reason of that passive time.

6.14.2 Any period of passive time performed on an ordinary working day (being any day to which clause 6.14.1 above does not apply) will not count toward the calculation of the 10 hour time period prescribed in clause 6.4.5 of this Award.

6.14.3 Any period of passive time performed on an ordinary working day (being any day to which clause 6.14.1 does

not apply) will not count toward the calculation of the 14 hour time period prescribed in clause 6.4.6 of this Award.

## **PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **7.1 Annual leave - Resident medical officers**

7.1.1 Resident Medical Officers are at the end of each 52 weeks' of continuous service entitled to annual leave on full pay of 5 weeks, one of such weeks being compensation for work performed on public holidays:

An exception is that all Resident Medical Officers will have their annual leave entitlement debited by the number of working days between Christmas Day and New Year's Day inclusive when there is a compulsory closure of Government establishments over the Christmas/New Year period.

7.1.2 Where work is performed by Resident Medical Officers on a Continuous Shift Work basis as defined in clause 1.7.3 and the Resident Medical Officers perform their duties in the various shifts allocated in rotation, they will, for each full year of employment that they have been so engaged, be entitled to additional annual leave at the rate of one week each year in respect of the period during which such shifts have been worked.

7.1.3 By mutual agreement, a Resident Medical Officer will be allowed to take the annual leave prescribed by clause 7.1 before the completion of 52 weeks' continuous service:

Provided that such leave will be taken at the convenience of the employer during the year in which it accrues.

7.1.4 A Resident Medical Officer who has been permitted to proceed on annual leave and who stops duty or whose services are terminated before completing the required continuous service to accrue such leave, must refund the value of the unearned *pro rata* portion, calculated at the rate of salary as at the date such leave was taken.

The employer may deduct this amount from money due to the Resident Medical Officer by reason of the other provisions of this Award at the time of termination.

No refund is required in the event of the death of a Resident Medical Officer.

7.1.5 All annual leave taken will be at the rate of salary applicable at the time of taking such leave.

7.1.6 Annual leave may be accrued by mutual agreement to a maximum entitlement of 2 years' leave in the case where a Resident Medical Officer is re-engaged under this Award for successive periods of engagement.

7.1.7 Despite the provisions of clause 7.1 the employer may direct a Resident Medical Officer to take accrued annual leave and it may determine the date on which such leave will begin:

Provided that the employer will give the Resident Medical Officer at least 14 days' written notice of the date from which their annual leave will be taken.

7.1.8 *Calculation of annual leave pay* - In respect to annual leave entitlements to which clause 7.1 applies, annual leave pay (including any proportionate payments) will be calculated as follows:

(a) *Shift workers* - Subject to clause 7.1.8(b) the rate of wage to be paid to a shift worker will be the rate payable for work in ordinary time according to the Resident Medical Officer's roster or projected roster, including Saturday, Sunday or holiday shifts.

(b) *All Resident Medical Officers* - Subject to clause 7.1.8(c), in no case may the payment by an employer to a Resident Medical Officer be less than the sum of the following amounts:

(i) The Resident Medical Officer's ordinary wage rate as prescribed by the Award for the period of annual leave (excluding shift premiums and week-end penalty rates);

(ii) A further amount calculated at the rate of 17 1/2% of the amounts referred to in clause 7.1.8(b)(i) for non-Continuous Shift Workers; or

(iii) A further amount calculated at the rate of 27 1/2% of the amounts referred to in clause 7.1.8(b)(i) for Continuous Shift Workers.

(c) The provisions of clause 7.1.8(b) hereof may not apply to the following:

Any period or periods of annual leave exceeding -

(i) 5 weeks in the case of Resident Medical Officers employed in a Continuous Shift Work operation as

defined in clause 1.7.3

(ii) 4 weeks in any other case.

7.1.9 Should Labour Day, show day or Easter Saturday occur during a Resident Medical Officer's annual leave there may be added to the Resident Medical Officer's annual leave an extra day for each such day so occurring:

Provided that, in respect to Easter Saturday an additional day will not be added to a Resident Medical Officer's annual leave where that Resident Medical Officer, as part of their ordinary working arrangements, is not required to work on Saturdays.

7.1.10 Except in the case of misconduct, Resident Medical Officers other than Medical Fellowship holders, will be paid the cash equivalent of leave due on ceasing duty with an employer. In the case of Medical Fellowship holders the cash equivalent of all leave due will be paid within 30 days of their complying with the terms of their bond.

## **7.2 Annual leave - Senior Medical Officers**

7.2.1 Senior Medical Officers (other than a casual employee) are entitled to 4 weeks annual leave each year:

An exception is where work is ordinarily required to be performed on public holidays, every Senior Medical Officer so engaged who has 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.

7.2.2 Annual leave may be allowed to accumulate for 2 years.

7.2.3 Except in the case of misconduct, Senior Medical Officers will be paid the cash equivalent of leave due on ceasing duty.

7.2.4 Payments to a Senior Medical Officer may not be less than the sum of the following amounts:

(a) The Medical Officer's ordinary rate of salary as prescribed by this Award for the period of such leave (excluding any penalty rates);

(b) A further amount calculated at the rate of 17 1/2% of the amount referred to in clause 7.2.4(a).

Provided further that the amount referred to in clause 7.2.4(b) may not apply to any period of annual leave in excess of 4 weeks accumulated in any one year.

7.2.5 All Senior Medical Officers may have their annual leave entitlement debited by the number of working days between Christmas Day and New Year's Day inclusive when there is a compulsory closure of Government establishments over the Christmas/New Year period.

## **7.3 Examination leave**

7.3.1 Where an employee sits for an examination for approved additional qualifications, the employee will be allowed such leave on full pay as is reasonable and necessary:

Provided that a Resident Medical Officer will always be allowed leave on full pay for each day of an approved examination plus one day prior to the examination.

7.3.2 Additional leave as is necessary may be granted at the discretion of the Health Service District to travel to and from the centre where such examination is being held, having regard to such matters as distances to be travelled, mode and availability of transport.

7.3.3 The granting of all leave under clause 7.3 may not be unreasonably withheld by the employer.

## **7.4 Sick leave**

Sick leave (leave of absence on account of illness) on full salary will accumulate at the rate of 10 working days for each completed year of service and a proportionate amount for an incomplete year of service.

- Leave may be taken for part of a day;
- Entitlement to sick leave is conditional on the employee promptly notifying the employer of their absence and of its expected duration;
- An application for sick leave of more than 3 days is to be supported by a medical certificate or any other evidence that is acceptable to the employer.

The entitlements for sick leave are prescribed under the Sick Leave Directive, as issued and amended by the Minister

responsible for industrial relations under section 54 of the *Public Service Act 2008*.

## **7.5 Bereavement leave**

7.5.1 Employees are granted bereavement leave on full salary on the death of a member of the employee's immediate family or household:

'Immediate family' includes:

The employee's spouse;

- A child, ex-nuptial child, step-child, adopted-child, foster child and ex-foster child of the employee;
- Parent, grandparent, grandchild, sister or brother of the employee and of the employee's spouse;
- Step-father, step-mother, half-brother, half-sister, step-brother and step-sister of the employee.

'Spouse' of an employee includes:

- A former spouse; and
- A defacto spouse, including a spouse of the same sex as the employee.

The entitlements for bereavement leave are prescribed under the Bereavement Leave Directive, as issued and amended by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008*.

## **7.6 Family leave**

7.6.1 The provisions of the *Family Leave Award - (Queensland Public Sector) - State 2012* (including carer's leave) apply.

The entitlements to family leave include:

- (a) Maternity leave;
- (b) Spousal leave;
- (c) Adoption leave;
- (d) Surrogacy leave;
- (e) Part-time work;
- (f) Carer's leave;
- (g) Bereavement leave; and
- (h) Cultural leave;

The entitlements for paid family leave as prescribed under Queensland Health policy C26 "Parental Leave" and C9 "Carer's Leave", excluding C11 "Bereavement Leave", apply to Queensland Health employees under this award.

## **7.7 Long service leave**

7.7.1 Employees who complete 10 years' continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service.

7.7.2 After 7 years' continuous service employees are entitled to a proportionate payment (calculated in proportion to 7 years' continuous service) in specified circumstances relating to the termination of employment and parental leave.

7.7.3 The entitlements to long service leave are prescribed under the Long Service Leave Directive, as issued and amended by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008*.

## **7.8 Public holidays**

7.8.1 All work done by any employee on:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Monday;
- the 25th April (Anzac Day);
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

will be paid for at the rate of one and a-half times the ordinary rate.

7.8.2 An employee who would ordinarily be required to work on a day on which a public holiday falls, is entitled to full pay for the time the employee would ordinarily have been required to perform work on that day.

#### 7.8.3 *Labour Day*

All employees covered by this Award will be entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee will be paid a full day's wage for that day and in addition a payment for the time actually worked by them at one and a-half times the ordinary rates prescribed for such work with a minimum of 4 hours.

#### 7.8.4 *Annual show*

All work done by employees in a district specified from time to time by the Minister by notification published in the *Gazette* on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification of such district, will be paid for at the rate of double time and a-half.

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

7.8.5 All work done by any employee on Easter Saturday (the day after Good Friday) will be paid for at the rate of double time and a-half.

#### 7.8.6 *Double time and a-half*

For the purpose of clause 7.8, where the rate of wages is a fortnightly rate "double time and a-half" will mean one and one-half day's wages in addition to the prescribed rate, or *pro-rata* if there is more or less than one day.

7.8.7 Where an employee is rostered off on Labour Day, Show day or Easter Saturday they may be paid an additional day's wage or may be granted a day's holiday in lieu at a time to be mutually arranged between the employer and the employee concerned or an extra day may be added to their annual leave for each such day on which they are rostered off:

An exception is that in respect to Easter Saturday, clause 7.8.7 does not apply to employees who are not ordinarily required to work on week-ends.

7.8.8 Where a public holiday as prescribed by clause 7.8 falls upon a Saturday or Sunday and a Resident Medical Officer as part of their ordinary rostered hours is required to work upon such day, calculations of payment will be made upon the Majority of Shift basis where the starting and finishing times of such ordinary hours occur on different days.

### 7.9 **Jury service**

- (a) An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.
- (b) Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.
- (c) Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such



attendance and the amount received in respect thereof.

- (d) If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.
- (e) "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

## **PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK**

### **8.1 Allowances for travelling or relieving - Resident medical officers**

#### *8.1.1 Travelling and relieving expenses*

An eligible employee who is required to:

- travel on official duty; or
- to take up duty away from the employee's usual place of work to relieve another employee or to perform special duty,

is allowed actual and reasonable expenses or allowances for accommodation, meals and incidental expenses necessarily incurred by the employee.

The entitlements to travelling and relieving expenses are prescribed under the Travelling and Relieving Directives, as issued and amended by the Minister responsible for industrial relations in accordance with section 54 of the *Public Service Act 2008*.

#### *8.1.2 Motor vehicle allowances*

An employee who is required to:

- use a private motor vehicle for official purposes;

is entitled to claim this allowance.

The entitlements to motor vehicle allowances are prescribed under the Motor Vehicle Directive, as issued and amended by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008*.

Where an employee (whether on call or not) is recalled to perform work to provide a clinical service during an off period, the employee may be provided with transport to and from home or will be refunded the cost of such transport as follows:

- (a) Taxi fares where a taxi is utilised; or
- (b) The motor vehicle allowance as prescribed in clause 8.1.2 where the use of a taxi is not viable due to clinical circumstances.

#### *8.1.3 Excess travelling time*

The general conditions applicable for the compensation of excess travelling time for an eligible employee who is required to travel on official business are:

- Attending approved seminars and agency courses;
- Outside ordinary hours; and
- Away from normal headquarters.

The entitlements for excess travelling time are prescribed under the Excess Travel Time Directive, as issued and amended by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008*.

### **8.2 Appointment and secondment expenses - Resident Medical Officers**

8.2.1 All reasonable costs incurred by Resident Medical Officers when seconded to another health facility will be paid by the employer and where such secondment exceeds 4 weeks such Resident Medical Officer will be reimbursed all reasonable costs incurred by the employee's spouse and family.

8.2.2 All reasonable costs on appointment incurred by Resident Medical Officers will be paid by the appointing District.

## **PART 9 - TRAINING AND RELATED MATTERS**

### **9.1 Training, learning and development**

- 9.1.1 The parties to this Award recognise that in order to increase efficiency and productivity a greater commitment to learning and development is required.
- 9.1.2 Accordingly, the parties commit themselves to developing a more highly skilled and flexible workforce and providing employees with career opportunities through appropriate training to acquire additional skills and knowledge for performance of their duties.
- 9.1.3 Within each Department a consultative mechanism and procedures involving representatives of management, employees and Public Sector Unions will be established as decided by the Chief Executive having regard to the size, structure and needs of that agency.
- 9.1.4 Following consultation the Chief Executive will develop a learning and development strategy consistent with -
- (a) the current and future needs of the Department;
  - (b) the size, structure and nature of the operations of the Department;
  - (c) the need to develop vocational skills relevant to the Department through courses conducted wherever possible by accredited educational institutions and providers.
- 9.1.5 Training and development may be both on-the-job or off-the-job and either internal or external to the organisation.
- 9.1.6 Where possible training and development provided should assist employees in obtaining knowledge and skills accredited by an Industry Skills Council or other similar body.
- 9.1.7 All such learning and development should be directed at enabling employees to enhance skills relevant to duties to be performed. Employees will be expected to attend scheduled learning and development activities.

Clause 9.1 may operate as an interim provision and will be subject to review after 12 months of operation.

## **PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES**

### **10.1 Clothing and laundry**

Where protective clothing is warranted, because of the nature of the work being performed, employees covered by this Award will be supplied with outer duty garments free of charge and may have their outer duty garments laundered by the employer free of charge.

### **10.2 Board and lodging - Resident medical officers**

- 10.2.1 Where board and lodging of reasonable standard are supplied to Resident Medical Officers residing within employer accommodation, the employer will be entitled to deduct a sum equivalent to 5% of the 4th year on the Registrars and Principal House Officers scale (REG4) each week from the weekly rates of pay prescribed for such Resident Medical Officers.
- 10.2.2 Where Resident Medical Officers who are living out are provided with meals by the employer, a deduction will be made from their wages calculated at the rate of 4.5 % of the board and lodging charge for each meal provided.
- 10.2.3 In respect of lunch and dinner, only a main course together with tea or coffee will be provided. For each additional course a charge at the rate of 2.21% of the board and lodging charge will be made.
- 10.2.4 Where Resident Medical Officers are provided with accommodation only by the employer a deduction will be made from their wages at the rate of 36.74% of the board and lodging charge each week.
- 10.2.5 For the purpose of determining these charges, calculations will be made to the nearest 5 cents.
- 10.2.6 Where a District provides married quarters, the rental and any other charges will be fixed by the employer.

10.2.7 The employer will respect the privacy of a Resident Medical Officer's room or quarters.

## **PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS**

### **Preamble**

Clauses 11.1 and 11.2 replicate legislative provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to sections 366, 372 and 373 of the Act as amended from time to time.

### **11.1 Right of entry**

#### *11.1.1 Authorised industrial officer*

- (a) An "Authorised industrial officer" is any Union official holding a current authority issued by the Industrial Registrar.
- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the Union.

#### *11.1.2 Entry procedure*

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
  - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
  - (ii) shows their authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

#### *11.1.3 Inspection of records*

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
  - (i) is ineligible to become a member of the Union; or
  - (ii) has made a written request to the employer that they do not want their record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

#### *11.1.4 Discussions with employees*

An authorised industrial officer is entitled to discuss with the employer, or a member or employee eligible to become a member of the Union:

- (a) matters under the Act during working or non-working time; and
- (b) any other matter with a member or employee eligible to become a member of the Union, during non-working time.

#### *11.1.5 Conduct*

An authorised industrial officer must not unreasonably interfere with the performance of work in exercising a right of

entry.

## **11.2 Time and wages record**

11.2.1 An employer must keep, at the place of work in Queensland, a time and wages record that contains the following particulars for each pay period for each employee, including apprentices and trainees:

- (a) the employee's award classification;
- (b) the employer's full name;
- (c) the name of the award under which the employee is working;
- (d) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;
- (e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;
- (f) the gross and net wages paid to the employee;
- (g) details of any deductions made from the wages; and
- (h) contributions made by the employer to a superannuation fund.

11.2.2 The time and wages record must also contain:

- (a) the employee's full name and address;
- (b) the employee's date of birth;
- (c) details of sick leave credited or approved, and sick leave payments to the employee;
- (d) the date when the employee became an employee of the employer;
- (e) if appropriate, the date when the employee ceased employment with the employer; and
- (f) if a casual employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's business hours by an inspector of the Department of Justice and Attorney-General, in accordance with section 371 of the Act or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

## **11.3 Union encouragement**

### *11.3.1 Union encouragement*

The employer recognises the right of individuals to join a Union and will encourage that membership, however, it is also recognised that Union membership remains at the discretion of individuals.

Where requested by a Union who is party to this Award, payroll deduction facilities for union subscriptions will be available.

Information on relevant Unions (which will be supplied by Unions) will be made available to relevant employees at the point of engagement.

Union officials or authorised representatives will be given the opportunity to discuss Union membership with new employees and to provide such employees with relevant Union material including membership forms.

### *11.3.2 Leave to undertake work with relevant Union*

At the discretion of the employer, employees may be granted special leave without salary to undertake a period of work with the relevant Union.

### 11.3.3 *Industrial relations education leave*

Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow employees to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.

Employees may be granted up to 5 working days (or the equivalent hours) paid time off (non-cumulative) per calendar year to attend industrial relations education sessions.

Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than 5 working days (or the equivalent hours). Such leave will be subject to consultation between the employer (or delegated authority), the relevant Union and the employee.

Upon request and subject to approval by the employer (or delegated authority) and evidence of appropriate Union authorisation; employees may be granted up to three 3 days paid leave in order to attend Union Annual Conferences. Upon request, and subject to approval by the employer (or delegated authority), employees may be granted additional paid time off in special circumstances to attend Management Committee Meetings, Union Conferences and ACTU Congress.

The granting of industrial relations education leave or any additional leave is subject to the approval of the employer (or delegated authority) and should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the relevant work unit. At the same time, such leave must not be unreasonably refused.

### 11.3.4 *Union delegates' assistance*

The employer acknowledges the constructive role democratically elected Union delegates undertake in the workplace in relation to Union activities that support and assist members. That role will be formally recognised, accepted and supported, provided that Unions will notify the employer of such delegates. The employer supports the accepted industrial principle that delegates should perform their roles without fear of victimisation.

Employees will be given full access to Union officials/delegates 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.

Provided that service delivery and work requirements are not unduly affected, delegates will be provided with convenient access to reasonable, existing facilities for the purpose of undertaking Union activities. Local arrangements may be entered into with Unions at DCF level in relation to access to specific facilities. Such arrangements may include, but must not be limited to, access to telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards:

Provided that such arrangements are consistent with the employer's policies and procedures and must ensure that personal privacy and information security is maintained.

Subject to the relevant employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.

## **11.4 Posting of Award**

A copy of this Award will be displayed in a conspicuous and convenient place on the employer's premises so as to be easily read by all relevant employees.

Dated 21 August 2012.

By the Commission,  
[L.S.] G.D. SAVILL,  
Industrial Registrar.

Operative Date: 21 August 2012