

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 130 - award review

**MEDICAL SUPERINTENDENTS WITH RIGHT OF PRIVATE PRACTICE
AND MEDICAL OFFICERS WITH RIGHT OF PRIVATE PRACTICE -
QUEENSLAND PUBLIC HOSPITALS AWARD - STATE 2003**

(Matter A/2010/125)

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the above Award as required by s. 130 of the *Industrial Relations Act 1999*, this Commission orders that the Award be repealed and the following Award be made as from 21 August 2012.

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

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Paid Rates Award is known as the Medical Superintendents with Right of Private Practice and Medical Officers with Right of Private Practice - Queensland Public Hospitals, Award - State 2012.

1.2 Arrangement

| Subject Matter | Clause No. |
|--|------------|
| PART 1 - APPLICATION AND OPERATION | |
| Title | 1.1 |
| Arrangement | 1.2 |
| Award coverage | 1.3 |
| Area of operation | 1.4 |
| Date of operation | 1.5 |
| Parties bound | 1.6 |
| Savings | 1.7 |
| Definitions | 1.8 |
| PART 2 - FLEXIBILITY | |
| Enterprise flexibility | 2.1 |
| Procedures to implement facilitative award provisions | 2.2 |
| PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION | |
| Prevention and settlement of disputes | 3.1 |
| Employee grievance procedures | 3.2 |
| PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS | |
| Anti-discrimination | 4.1 |
| Duties and responsibilities | 4.2 |
| Relieving Medical Officers | 4.3 |
| Termination of service | 4.4 |

PART 5 - WAGES AND WAGE RELATED MATTERS

| | |
|--|-----|
| Salaries | 5.1 |
| Movement within classification levels | 5.2 |
| Criteria for appointment of Medical Officer with Right of Private Practice | 5.3 |
| Criteria for appointment of Medical Superintendent with Right of Private Practice | 5.4 |
| Criteria for appointment of senior Medical Superintendent with Right of Private Practice | 5.5 |
| Incidental and peripheral tasks | 5.6 |
| Divisional and district allowances | 5.7 |
| Payment of salaries | 5.8 |
| Superannuation | 5.9 |

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

| | |
|---------------------|-----|
| Relief of employees | 6.1 |
|---------------------|-----|

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

| | |
|--------------------|-----|
| Annual leave | 7.1 |
| Sick leave | 7.2 |
| Bereavement leave | 7.3 |
| Family leave | 7.4 |
| Long service leave | 7.5 |
| Examination | 7.6 |
| Jury service | 7.7 |

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

No provisions inserted in this Award relevant to this Part.

PART 9 - TRAINING AND RELATED MATTERS

| | |
|------------------------------------|-----|
| Training, learning and development | 9.1 |
|------------------------------------|-----|

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

| | |
|----------------------|------|
| Clothing and laundry | 10.1 |
|----------------------|------|

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

| | |
|-----------------------|------|
| Right of entry | 11.1 |
| Time and wages record | 11.2 |
| Union encouragement | 11.5 |
| Posting of Award | 11.4 |

1.3 Award coverage

This Paid Rates Award applies to:

- 1.3.1 Employees of Queensland Health engaged by the Health Service Districts who are classified as Medical Superintendents with Right of Private Practice and Medical Officers with Right of Private Practice whose rates of salaries are prescribed in this Award:

Provided the Award does not apply to those Employees under the District Health Services - Senior Medical Officers' and Resident Medical Officers' Award - State 2012, who are employed as Medical Superintendents on a full-time basis.

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 21st 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 21st 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

This Award is binding on:

The Chief Executive, Queensland Health as the Employer on behalf of the various Health Services Districts in relation to such Employees;

The Together Queensland, Industrial Union of Employees, the Australian Salaried Medical Officers Federation Queensland, Industrial Organisation of Employees and the members of those Unions.

1.7 Savings

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.

The provisions of the *Hospitals Act 1936-1988* and the Regulations made thereunder will continue to apply to the Employees to which this Award applies where such Acts and Regulations are applicable, save in so far as the conditions of employment and the remuneration to be received by such Employees are affected by the provisions of this Award.

1.8 Definitions

In this Award, unless the contrary intention appears:

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

1.8.2 "Commission" means the Queensland Industrial Relations Commission.

1.8.3 "Employee" means a person who is appointed as Medical Superintendent with Right of Private Practice or Medical Officer with Right of Private Practice.

1.8.4 "Employer" means Queensland Health.

1.8.5 "Medical Practitioner" means a person registered by the Medical Board of Australia.

- 1.8.6 "Medical Superintendent with Right of Private Practice" or "Medical Superintendent" means a Medical Practitioner appointed to perform administrative and clinical duties in accordance with Clause 4.2 and who is also engaged in the private practice of Medicine.
- 1.8.7 "Medical Officer with Right of Private Practice" means a Medical Practitioner appointed as such, to perform clinical duties in accordance with clause 4.2 of this Award. The Medical Officer with Right of Private Practice will also be engaged in the private practice of medicine.
- 1.8.8 "Union" means the Together Queensland, Industrial Union of Employees 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 Employees 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 Unions 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 officer 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 this clause 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 the 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 amended 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 procedure in 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 Duties and responsibilities

- 4.2.1 A Medical Superintendent with Right of Private Practice will:
- (a) Conduct an outpatient session each day, Monday to Friday inclusive but excluding public holidays;
 - (b) Conduct an inpatient round each day, Monday to Friday inclusive;
 - (c) Visit inpatients whose condition requires such on at least one day of each weekend;
 - (d) Be available on-call when not in attendance at the hospital;
 - (e) During on-call periods, attend outpatients and inpatients at the hospital whose condition, by virtue of its nature or other circumstances, requires the attendance of a Medical Practitioner prior to the next routine outpatient session or inpatient round;
 - (f) Provide medical care to public patients at the hospital;

- (g) Must provide general direction to the Medical Officer with Right of Private Practice, where such a position is present.

Provided that less frequent attendances than those specified in clauses 4.2.1(a) and (b) may be mutually agreed to between an Employee and the Employer:

Provided further that more frequent attendances than those specified in clauses 4.2.1(a), (b) and (c) may be undertaken at the Employee's discretion.

4.2.2 A Medical Officer with Right of Private Practice will:

- (a) Conduct an outpatient session each day, Monday to Friday inclusive but excluding public holidays;
- (b) Conduct an inpatient round each day, Monday to Friday inclusive;
- (c) Visit inpatients whose condition requires such on at least one day of each weekend;
- (d) Be available on a shared on-call roster when not in attendance at the hospital;
- (e) During on-call periods, attend outpatients and inpatients at the hospital whose condition, by virtue of its nature or other circumstances, requires the attendance of a Medical Practitioner prior to the next routine outpatient session or inpatient round;
- (f) Provide medical care to public patients at the hospital;
- (g) Additionally, the Medical Officer with Right of Private Practice will be subject to the general direction of the Medical Superintendent with Right of Private Practice.
- (h) Less frequent attendances than those specified in clauses 4.2.2(a) and (b) may be mutually agreed to between an Employee and the Employer; provided that more frequent attendances than those specified in clauses 4.2.2(a), (b) and (c) may be undertaken at the Employee's discretion.

4.3 Relieving Medical Officers

4.3.1 Where the Employer requires the presence of a Medical Practitioner at the hospital during the absence on leave of an Employee, the Employer will appoint a relieving medical officer.

4.3.2 Notwithstanding clause 4.3.1, an Employee may exercise the option of selecting a relieving Medical Officer, if that Medical Officer is acceptable to the Employer.

4.3.3 The Employer must not accommodate a relieving Medical Officer in a residence usually occupied by an Employee who is on leave unless discrete self contained accommodation is available for that purpose or unless consent of the Employee is first obtained.

4.3.4 (a) The Employer must ensure that relief is provided to enable an Employee to take leave entitlements including relief days free from duty as they become due or within a reasonable time thereafter. Such leave will not be deemed to commence until the Employee has actually been relieved and must be calculated in clear days (i.e. midnight to midnight).

(b) Leave may not be deferred without agreement of the Employee except as provided for in clause 6.1.

(c) The taking of leave will be as mutually agreed between the Employer and Employee.

4.3.5 The provision of relief will follow consultation with the Employee.

4.4 Termination of service

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

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Salaries

5.1.1 The salaries prescribed by this Paid Rates Award are expressed in fortnightly rates. Employees will be paid in accordance with one of the following classification levels.

Medical Officer with Right of Private Practice -

| Classification | Per Fortnight \$ |
|----------------|---------------------|
| MOR1-1 | 4,157.20 |
| MOR1-2 | 4,284.00 |
| MOR1-3 | 4,405.40 |

Medical Superintendent with Right of Private Practice -

| Classification | Per Fortnight \$ |
|----------------|---------------------|
| MSR1-1 | 4,157.20 |
| MSR1-2 | 4,284.00 |
| MSR1-3 | 4,405.40 |
| MSR1-4 | 4,532.20 |

Senior Medical Superintendent with Right of Private Practice -

| Classification | Per Fortnight \$ |
|----------------|---------------------|
| MSR2-1 | 4,658.30 |
| MSR2-2 | 4,799.00 |

NOTE: 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.

5.2 Movement within Classification Levels

- 5.2.1 A Medical Officer with Right of Private Practice with Vocational Registration or a Diploma qualification acceptable to the Employer may progress to MOR1-2 after completion of 3 years' service with Queensland Health. No further increases are available thereafter.
- 5.2.2 A Medical Officer with Right of Private Practice with Fellowship qualifications acceptable to the Employer may be entitled to progress to MOR1-2 after completion of 2 years' service with Queensland Health, and may be entitled to progress to MOR1-3 after an additional 2 years' service with Queensland Health. No further increases are available thereafter.
- 5.2.3 A Medical Superintendent with Right of Private Practice who is appointed to MSR1-1 in accordance with clause 5.4.1(a), may not be entitled to an increase to MSR1-2 until the Medical Superintendent with Right of Private Practice has completed 5 years' experience as a registered Medical Practitioner.
- 5.2.4 A Medical Superintendent with Right of Private Practice with Vocational Registration or Diploma qualifications acceptable to the Employer may progress from MSR1-2 to MSR1-3 after 3 years of service with Queensland Health. No further increases are available to level MSR1-4 without an appropriate Fellowship qualification.
- 5.2.5 A Medical Superintendent with Right of Private Practice with Fellowship qualifications acceptable to the Employer may progress from MSR1-2 to MSR1-3 after 2 years of service and may be entitled to progress to MSR1-4 after an additional 2 years' service with Queensland Health.

5.3 Criteria for appointment of Medical Officer with Right of Private Practice

| | |
|--------------------------|--------|
| Any Medical Practitioner | MOR1-1 |
|--------------------------|--------|

5.4 Criteria for appointment of Medical Superintendent with Right of Private Practice

5.4.1 Medical Superintendents with Right of Private Practice must commence on the following salaries:

- | | |
|--|--------|
| (a) Less than 5 years' experience as a registered Medical Practitioner | MSR1-1 |
| 5 years or more experience as a registered Medical Practitioner | MSR1-2 |
| (b) Medical Practitioner with additional qualifications including Vocational Registration acceptable to Employer | MSR1-2 |

For the purposes of clause 5.4.1 "experience as a registered Medical Practitioner" may be gained in other States of Australia.

5.4.2 A Medical Officer with Right of Private Practice can be appointed as a Medical Superintendent with Right of Private Practice subject to an existing vacancy and a merit selection process.

5.5 Criteria for Appointment to Senior Medical Superintendent with Right of Private Practice

5.5.1 *Eligibility* - Medical Superintendents with Right of Private Practice are eligible to apply to be designated as Senior Medical Superintendent with Right of Private Practice in accordance with the following criteria. The designation is to be regarded as one for proven special and sustained merit and for ongoing commitment to providing an effective public hospital/health service. Appointment to this level is not progressional or an automatic right.

5.5.2 *Criteria* -

- (a) 10 years' service with the Public Hospitals Service in Queensland or service deemed to be equivalent by the Employer;
- (b) demonstrated commitment and effectiveness in providing a viable public hospital/health service;
- (c) dedication to maintaining a high level of up to date knowledge and the utilisation of such knowledge;
- (d) demonstrated high level of responsibility and initiative;
- (e) possession of relevant post graduate medical qualifications as determined appropriate.

5.5.3 *Method of Reclassification* -

- (a) Applications will be invited on the first day of July each year.
- (b) The Medical Superintendent with Right of Private Practice seeking Senior status will submit to the District Manager or authorised delegate of their District Health Service a written application, together with a curriculum vitae addressing the criteria outlined in clause 5.5.2.
- (c) Applications will be forwarded to Queensland Health by the District Health Service responsible with recommendation of the application or other comments if the application is not supported. When recommendations are made, consideration based on merit should be given in one or more of the following areas of hospital service:
 - (i) clinical skills;
 - (ii) administration;
 - (iii) teaching;
 - (iv) commitment to the provision and enhancement of public health services and in rural community settings.
- (d) Consideration will then be given to the application by a Central Body of Peers comprising a representative from the following:

the College or Learned Society;
Agent/AMAQ;
TQ;
ASMOF;
Director-General, Queensland Health;
Health service districts X 2.

- (e) Recommendations for appointment to positions of Senior Medical Superintendent with Right of Private Practice will be arrived at by consensus between members of the body of peers then such recommendations will be submitted to the Honourable the Minister for Health for approval.

The Central Body of Peers will recommend applicants for positions of Senior Medical Superintendent with Right of Private Practice based upon merit. Merit must be determined by assessing the applicant against the criteria detailed in clause 5.5.2 of this Award.

An unsuccessful applicant may receive feedback from the Central Body of Peers and will be eligible to reapply on 1 July of the subsequent year.

- 5.5.4 *Date of appointment* - An Employee's appointment date to the higher level will be the first day of July for those Senior Medical Superintendents with Right of Private Practice appointed in accordance with clause 5.5.

5.6 Incidental or peripheral tasks

- 5.6.1 Arising out of the decision of the State Wage Case of October, 1989 and in consideration of the wage increases resulting from the first structural efficiency adjustment, operative from 27 November, 1989, Employees are to be available to perform a wider range of duties, including work which is incidental or peripheral to their main task or functions.

5.7 Divisional and district allowances

- 5.7.1 *Mackay Division* - Employees will be paid \$1.80 per fortnight (\$46 per annum) in addition to the salary rates prescribed in the Award.
- 5.7.2 *Northern Division* - Employees will be paid \$2.10 per fortnight (\$54 per annum) in addition to the salary rates prescribed in the Award.
- 5.7.3 *Western District* - Employees in the Western District of the Southern Division will be paid \$2.10 per fortnight (\$54 per annum) in addition to the salary rates prescribed in the Award.
- 5.7.4 Employees in the Western District of the Northern Division will be paid \$6.50 per fortnight (\$168 per annum) in addition to the salary rates prescribed in the Award.

5.8 Payment of salaries

Payment of salaries must be by electronic funds transfer at least fortnightly:

Provided that payment other than by this method will be at the discretion of the Employer.

5.9 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 Relief of employees

An Employee will be entitled to the equivalent of one day free from duty in each week upon which duties under this Award are performed:

Provided that such time, free from duty, may accumulate up to 5 days without approval of the Employee or up to 9 days by mutual agreement between the Employer and the Employee.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

- 7.1.1 Employees will be entitled to 5 weeks annual leave per annum, one of such weeks being in compensation for work performed on public holidays:

Provided that such annual leave may be allowed to accumulate for 2 years.

7.1.2 Annual leave will be taken at a time, or times, mutually agreed upon between the Employee and the Employer and further, will be subject to relief being available:

Provided that no period of annual leave will be forfeited due to the non-availability of relief.

7.1.3 Should Labour Day, annual show day or Easter Saturday or any day appointed under the *Holidays Act 1983*, to be kept in place of any of the aforesaid holidays fall during an Employee's period of annual leave, there must be added to that annual leave an extra day for each such day so occurring.

7.1.4 Except in the case of dismissal for misconduct, an Employee will be paid the cash equivalent of leave due on ceasing duty with a District provided that such entitlement does not exceed 2 years' accumulated leave.

7.1.5 Payment to an Employee in respect of annual leave must not be less than the sum of the following amounts:

(a) The Employee's ordinary rate of salary as prescribed by this Award for the period of such leave.

(b) A further amount calculated at the rate of 17 1/2% of the amounts referred to in clause 7.1.5(a):

Provided that the amount referred to in clause 7.1.5(b) does not apply to any period of annual leave in excess of 4 weeks' accumulated in any one year.

7.2 Sick leave

7.2.1 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.

(a) Leave may be taken for part of a day;

(b) Entitlement to sick leave is conditional on the Employee promptly notifying the Employer of the Employee's absence and of its expected duration;

(c) 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*.

7.3 Bereavement leave

7.3.1 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 *de facto* 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*.

7.4 Family Leave

7.4.1 The provisions of the Family Leave (Queensland Public Sector) Award - 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 Employees under this Award.

7.5 Long service leave

- 7.5.1 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.
- 7.5.2 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.
- 7.5.3 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*.

7.6 Examination leave

- 7.6.1 Where an Employee sits for an examination for an approved additional qualification, the Employee will be allowed such leave on full pay as is reasonable and necessary:

Provided that Employees must be allowed sufficient additional leave as is necessary to travel to and from the centre where such examination is being held.

7.7 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

No provisions inserted in this Award relevant to this Part.

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

- 10.1.1 Where protective clothing is warranted because of the nature of the work being performed, Employees covered by this Award will be supplied with suitable outer duty garments free of charge and will have their outer duty garments laundered by the Hospital free of charge.

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 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