

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999* - s. 698 - reprint of award

**RESIDENT MEDICAL OFFICERS (QUEENSLAND HEALTH) AWARD - STATE 2014**

Following the Declaration of the General Ruling in the 2015 State Wage Case (matter numbers B/2015/15 and B/2015/16), the Resident Medical Officers (Queensland Health) Award - State 2014 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Resident Medical Officers (Queensland Health) Award - State 2014 as at 1 September 2015.

Dated 1 September 2015.

[L.S.] J. Steel  
Industrial Registrar

**RESIDENT MEDICAL OFFICERS  
(QUEENSLAND HEALTH) AWARD – STATE 2014**

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## **PART 1—Title and Operation**

### **1. Title**

This award is known as the *Resident Medical Officers (Queensland Health) Award – State 2014*.

### **2. Operation**

This award operates from 31 August 2014.

### **3. Definitions and interpretation**

Unless the context otherwise requires, in this award:

**Act** means the *Industrial Relations Act 1999*

**chief executive** means the chief executive of the Department of Health

**commission** means the Queensland Industrial Relations Commission

**continuous shift work** means work done by resident medical officers where the hours of work are regularly rotated in accordance with a shift roster covering a 24 hour per day operation over a 7 day week

**department** means the Department of Health and includes the work areas/units listed in Schedule 1 from time to time

**double rates** means one time in addition to the prescribed rate payable depending upon when the work is being performed

**employee** has the same meaning as resident medical officer

**employer** means:

- (a) The chief executive of the department; or
- (b) A prescribed hospital and health service,

in their capacity as the employer of an employee covered by this award.

**health service** has the same meaning as hospital and health service

**hospital and health service** means a hospital and health service established in accordance with the *Hospital and Health Boards Act 2011*

**majority of shift** means the day on which the major proportion of ordinary hours is worked on any shift where the starting and finishing times of that shift occur on different days

**non-continuous shift work** means work regularly rotated in accordance with a roster for resident medical officers which prescribes 2 or more shifts (day, afternoon or night) per day, but does not cover a 24 hour per day operation over a 7 day week

**on duty** means time spent performing official duties at a hospital or other health facility

**prescribed hospital and health service** means a hospital and health service prescribed by Regulation pursuant to the *Hospital and Health Boards Act 2011*

**public holiday** has the same meaning as that provided in Schedule 5 of the Act

**QES** means the Queensland Employment Standards contained in Part 2 of Chapter 2A of the Act

**resident medical officer** means a medical practitioner appointed by the employer to a classification prescribed in clause 12.1

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

**shift work** means work performed by a resident medical officer on day shift, afternoon shift or night shift, either solely or in any combination thereof, as part of a non-continuous shift work system or a continuous shift work system

**shift worker** means a resident medical officer who works shift work

#### **4. Coverage**

This award applies to:

- (a) Resident medical officers whose classifications are prescribed in clause 12.1 of this award; and
- (b)
  - (i) the chief executive of the department; and
  - (ii) each prescribed hospital and health service established in accordance with the *Hospital and Health Boards Act 2011*,  
  
in their capacity as the employer of employees covered by this award; and
- (c) The following industrial organisations of employees:
  - (i) The Australian Salaried Medical Officers' Federation Queensland, Industrial Organisation of Employees; and
  - (ii) Together Queensland, Industrial Union of Employees,

to the exclusion of any other award.

#### **5. The Queensland Employment Standards and this award**

The QES and this award contain the minimum conditions of employment for employees covered by this award.

#### **6. Individual flexibility arrangements and facilitative award provisions**

##### **6.1 Individual flexibility arrangements**

- (a)
  - (i) An employer and an employee covered by this award may agree to make an individual flexibility arrangement to vary the effect of the terms of this award in relation to one or more of the following matters:
    - (A) arrangements about when work is performed;
    - (B) overtime rates;
    - (C) penalty rates;

- (D) allowances;
  - (E) leave loading; and
  - (ii) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in clause 6.1(a)(i); and
  - (iii) the arrangement is genuinely agreed to by the employer and employee.
- (b) The employer must ensure the terms of the individual flexibility arrangement—
- (i) are only about matters required or permitted to be in this award; and
  - (ii) are not non-allowable provisions; and
  - (iii) must not result, on balance, in an overall reduction in the entitlements or protections the employee has under this award.
- (c) The employer must ensure the individual flexibility arrangement—
- (i) is in writing and signed by the employer and employee; and
  - (ii) states—
    - (A) the names of the employer and employee; and
    - (B) the terms of this award that will be varied by the arrangement; and
    - (C) how the arrangement will vary the effect of the terms; and
    - (D) how the arrangement will not result, on balance, in an overall reduction in the entitlements or protections the employee has under this award; and
    - (E) the day on which the arrangement commences; and
  - (iii) if the employee is under 18 years of age— is signed by a parent or guardian of the employee.
- (d) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) An individual flexibility arrangement may be terminated—
- (i) by either the employee or employer giving written notice of—
    - (A) a period agreed between the parties of up to 12 months; or
    - (B) if no period has been agreed— 28 days; or
  - (ii) by the employer and employee at any time if they agree in writing to the termination.

## **6.2 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 employer and the majority of employees affected, the following procedures shall apply:

- (a) Facilitative award provisions can be negotiated between management and employees who are directly affected by such proposals.
- (b) Employees may be represented by their local union delegate/s and shall have the right to be represented by their local union official/s.
- (c) In determining the outcome from facilitative provisions, neither party should unreasonably withhold agreement.
- (d) Agreement is defined as obtaining consent of greater than 50% of employees directly affected.
- (e) Any agreement reached must be documented, and shall incorporate a review period.

## **PART 2—Consultation and Dispute Resolution**

### **7. Consultation**

- (a) This clause applies if—
  - (i) the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
  - (ii) the change is likely to have a significant effect on some or all employees (relevant employees) of the enterprise.
- (b) The employer must notify the relevant employees of the decision to introduce the major change.
- (c) The employer is not required to—
  - (i) notify the relevant employees or a representative of the decision until the time the employer considers appropriate; or
  - (ii) consult with the relevant employees or a representative about the decision until the employer notifies the relevant employees or the representative of the decision; or
  - (iii) consult with the relevant employees or a representative about the decision other than in relation to implementation of the decision; or
  - (iv) disclose confidential or commercially sensitive information to the relevant employees or a representative.
- (d) The relevant employees may appoint a representative for the purposes of the procedures in this clause if the representative is a union entitled to represent the employees' industrial interests.
- (e) If—
  - (i) the relevant employees appoint a representative under clause 7(d) for the purposes of consultation; and
  - (ii) the relevant employees advise the employer of the identity of the representative;the employer must recognise the representative.

- (f) As soon as practicable after notifying the relevant employees of the decision under clause 7(b) the employer must—
  - (i) discuss with the relevant employees—
    - (A) the implementation of the change; and
    - (B) the effect the implementation of the change is likely to have on the relevant employees; and
    - (C) measures the employer is taking to avert or mitigate the adverse effect of the implementation of the change on the relevant employees; and
  - (ii) for the purposes of the discussion—provide, in writing, to the relevant employees—
    - (i) information about the implementation of the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the implementation of the change on the relevant employees; and
    - (iii) any other matters regarding the implementation of the change likely to affect the relevant employees.
- (g) The employer must give prompt and genuine consideration to matters raised about the implementation of the major change by the relevant employees.
- (h) In this clause, a major change is likely to have a significant effect on employees if it is likely to result in—
  - (i) the termination of the employment of employees; or
  - (ii) a major change to the composition, operation or size of the employer's workforce or the skills required of employees; or
  - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (iv) an alteration of hours of work; or
  - (v) the need to retrain employees; or
  - (vi) the need to relocate employees to another workplace; or
  - (vii) the restructuring of jobs.

## **8. Dispute resolution**

### **8.1 Procedure for resolution of disputes arising under this award or the QES**

- (a) This clause applies to a dispute regarding—
  - (i) a matter arising under this award; or
  - (ii) the QES.

- (b) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause if the representative is a union entitled to represent the employee's industrial interests.
- (c) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee and the relevant supervisors or management, or both.
- (d) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the commission.
- (e) The commission may deal with the dispute as follows—
  - (i) the commission may first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation;
  - (ii) if the commission does not resolve the dispute under clause 8.1(e)(i), the commission may then deal with the dispute in accordance with its jurisdiction under the Act.

*Note—*

- 1. If the commission arbitrates the dispute, it may also use the powers that are available to it under the Act.
  - 2. Chapter 9 of the Act provides for appeals against particular decisions made by the commission.
- (f) While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act.
  - (g) Subject to applicable work health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
  - (h) The parties to the dispute agree to be bound by a decision made by the commission in accordance with this clause.

**8.2 Procedure for resolution of individual disputes**

- (a) The matters to be dealt with under this procedure include all grievances or disputes between an employee and an employer in respect to any industrial matter other than a dispute regarding a matter arising under this award or the QES, which are to be dealt with in accordance with clause 8.1. The procedure applies to a grievance or dispute involving a single employee or any number of employees.
- (b) The objective of this dispute resolution procedure shall be to avoid disputes by the resolution of issues through measures based on consultation, co-operation and discussion and to avoid interruption to the performance of work and consequential loss of production and salaries.
- (c) In the event of an employee/s having a grievance or dispute the employee/s shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the grievance or dispute concerns alleged actions of the immediate supervisor or allegations of sexual harassment the employee/s may bypass this level in the procedure.
- (d) If the grievance or dispute is not resolved, the employee/s or their representative may refer the matter to the next higher level of management for discussion. Such discussion should take place as soon as possible after the request by the employee/s or their representative.

- (e) If, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the commission in accordance with the provisions of the Act.
- (f) Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue. Further, the *status quo* existing before the emergence of the grievance or dispute is to continue whilst the disputes procedure is being followed.
- (g) All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the commission with a view to the prompt settlement of the dispute.
- (h) Any Order or Decision of the commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- (i) Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

## **PART 3—Types of Employment and Termination of Employment**

### **9. Types of employment**

An employee may be employed on a full-time, part-time or casual basis.

#### **9.1 Contract of Employment**

- (a) Appointment to the position of resident medical officer will be for 52 continuous calendar weeks unless otherwise specifically stated to provide medical services, including the keeping and maintaining of adequate medical records.
- (b) An employer may require the resident medical officer to spend a period of their engagement at a number of hospitals and other health facilities as arranged mutually between the employer and resident medical officer concerned.

#### **9.2 Date of appointment**

Each resident medical officer on appointment must be advised in writing of their date of appointment, classification level and conditions of employment.

#### **9.3 Full-time employment**

A full-time employee is one that is engaged to work an average of 76 hours per fortnight in accordance with the provisions of clause 15.1.

#### **9.4 Part-time employees**

- (a) A part-time employee is an employee who:
  - (i) is engaged to work regular hours each fortnight which are less than the ordinary hours worked by an equivalent full-time employee; and

- (ii) receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) For each hour worked, a part-time employee will be paid no less than 1/76th of the minimum fortnightly salary for their classification.
- (c) By mutual agreement with their employer, a part-time employee may elect to work additional ordinary hours above their regular hours, up to and including full-time equivalent hours. The additional hours so worked are to be taken into account in the *pro rata* calculation of all entitlements.
- (d) Subject to clause 9.4(c), all time worked by a part-time employee in excess of the hours prescribed at clause 15.1(b)(iv) on any one day or shift is to be paid at the appropriate overtime rate prescribed in clause 16.1.
- (e) Part-time employees are eligible for payment of salary increments in accordance with the provisions of clause 12.5.

### **9.5 Casual employees**

- (a)
  - (i) A casual employee is an employee who is engaged and paid as such.
  - (ii) a casual employee cannot be employed to work more ordinary hours than are worked by an equivalent full-time employee each fortnight.
- (b) A casual employee is entitled to receive, on a *pro rata* basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work.
- (c) For each hour worked a casual employee will be paid no less than 1/76th of the minimum fortnightly rate of pay for their classification plus a casual loading of 23%.
- (d) Each casual engagement stands alone with a minimum payment as for 2 hours' work to be made in respect to each engagement.
- (e) The casual loading of 23% is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment. The loading constitutes part of the casual employee's salary for the purpose of calculating overtime, weekend penalties, public holiday and shift payments, where relevant.
- (f) The casual loading is payable in respect of all hours worked by a casual employee except for work performed on a Sunday. For work on a Sunday a casual employee is to be remunerated at the rate of double time and will not be entitled to payment of the casual loading of 23%.
- (g) Casual employees are eligible for payment of salary increments in accordance with the provisions of clause 12.5.
- (h) The long service leave entitlement of casual employees is recorded in clause 21.

### **9.6 Anti-discrimination**

- (a) In fulfilling their obligations under this award, the parties must take reasonable steps to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects. Discrimination includes:
  - (i) 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 in relation to, a person identified on the basis of any of the above attributes;

- (ii) sexual harassment; and
- (iii) racial and religious vilification.

(b) Nothing in clause 9.6 is to be taken to affect:

- (i) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
- (ii) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Australian Human Rights Commission/Anti-Discrimination Commission Queensland.

## **10. Termination of employment**

### **10.1 Notice by the employer**

Notice of termination by the employer is provided for in Division 9 of the QES. Clauses 10.2 to 10.5 supplement the QES provisions.

### **10.2 Notice of termination by an employee**

Unless otherwise agreed between the employer and a resident medical officer the notice of termination required by a resident medical officer, other than a casual resident medical officer, will be 4 weeks or 4 weeks' salary forfeited in lieu. If a resident medical officer fails to give the required notice the employer will have the right to withhold monies due to the resident medical officer with a maximum amount equal to the ordinary time rate of salary for the period of notice.

### **10.3 Notice cannot be offset**

In the absence of mutual agreement between the employer and the employee, annual leave or any part thereof cannot be considered as or nominated as notice for the purpose of giving notice of termination of employment.

### **10.4 Job search entitlement**

Where the employer has given notice of termination to an employee, for reasons other than redundancy, the employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

### **10.5 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.

## **11. Redundancy**

### **11.1 Redundancy pay**

Redundancy pay is provided for in Division 9 of the QES. Clauses 11.2 to 11.4 supplement the QES provisions.

### **11.2 Transfer to lower paid duties**

- (a) Where an employee is transferred to lower paid duties by reason of redundancy 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 in accordance with the redundancy pay provisions of the QES.
- (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.

### **11.3 Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

### **11.4 Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy must 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 must, at the request of the employer, produce proof of attendance at an interview or the employee will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- (c) Clause 11.4 applies instead of clause 10.4 in cases of redundancy.

## PART 4—Minimum Salaries, Allowances and Related Matters

### 12. Classifications of employees

#### 12.1 Classifications of resident medical officers

Resident medical officers covered by this award are to be classified into the appropriate classification using the classification definitions set out below:

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

**junior house officer (JHO)** means a medical practitioner in the first year of service after eligibility for full registration as a medical practitioner

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

**principal house officer (PHO)** means a medical practitioner appointed as such, including on a temporary basis, after eligibility for full registration as a medical practitioner

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

**senior registrar (SReg)** means a medical practitioner appointed as such who has specialist registration with the Medical Board of Australia

#### 12.2 Minimum salary levels

The minimum salary levels payable to employees covered by this award are prescribed in the table below:

Classification Level	Paypoint	Award Rate <sup>1</sup> Per Fortnight <sup>2</sup> \$	Annual Salary <sup>3</sup> \$
L1	Intern	2,609	68,066
L2	JHO	2,815	73,441
L3	SHO	3,021	78,815
L4	PHO1/Reg 1	3,689	96,242
L5	PHO2/Reg 2	3,793	98,956
L6	PHO3/Reg 3	3,895	101,617
L7	PHO4/Reg 4	4,050	105,660
L8	Reg 5	4,152	108,322
L9	Reg 6	4,256	111,035
L10	SReg 1	4,668	121,783
L11	SReg 2	4,822	125,801
L12	SReg 3	4,975	129,793
L13	SReg 4	5,129	133,810

Notes:

- <sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2015 Declaration of General Ruling.
- <sup>2</sup> Rounded to the nearest dollar.
- <sup>3</sup> Annual salaries (fortnightly rate x 26.089) are for reference purposes only.

### 12.3 Payment of salaries

Salaries will be paid fortnightly and may at the discretion of the chief executive be paid by electronic funds transfer.

### 12.4 Salary levels within classification structure

- (a) Salary ranges shall apply to employees covered by this award as follows:

Classification	Classification level/s	Known as
(i) Intern	L1	Intern
(ii) Junior House Officer	L2	JHO
(iii) Senior House Officer	L3	SHO
(iv) Principal House Officer	L4 - L7 inclusive	PHO1 to PHO4
(v) Registrar	L4 - L9 inclusive	Reg1 to Reg6
(vi) Senior Registrar	L10 - L13 inclusive	SReg1 to SReg4

- (b) A new resident 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 general registration.
- (c) In the case of resident medical officers described in clause 12.4(a)(ii) the resident medical officer shall progress to the next classification when they have satisfied the necessary requirements prescribed in clause 12.1.
- (d) In the case of resident medical officers described in clauses 12.4(a)(iv), (v) and (vi), respectively, the resident medical officer shall progress through the salary range by annual increments in accordance with clause 12.5.

### 12.5 Movement between classification levels

Movement between the classification levels for principal house officers, registrars and senior registrars is based on meeting the following requirements.

- (a) In the case of a full-time employee, the employee has received a salary at a particular classification and paypoint for a period of 12 months.
- (b) In the case of a part-time employee:
- (i) the employee has received a salary at a particular classification and paypoint for a period of at least 12 months; and
  - (ii) the employee has worked 1,200 ordinary hours in such classification.
- (c) In the case of a casual employee with 12 months continuous service with the same employer:
- (i) the employee has received a salary at a particular classification and paypoint for a period of at least 12 months; and
  - (ii) the employee has worked 1,200 ordinary hours in such classification.
- (d) For the purpose of clause 12.5(c), continuous service for a casual employee is considered to be

broken if more than 3 months, excluding any public holidays, has elapsed between the end of one employment contract and the start of the next employment contract.

- (e) Notwithstanding anything contained elsewhere in this award, an employee is not entitled to move to the next salary increment level by virtue of the award unless the conduct, diligence and efficiency of the employee has been certified by the hospital and health service to have been and to be satisfactory.
- (f) The above provisions do not apply in the case of movement from junior house officer to senior house officer. Such employees will progress to the next level based on their anniversary date, subject to meeting agreed performance criteria.

## 12.6 Higher duties

An employee temporarily appointed to a position at a higher classification for a period of more than 3 days, is entitled to be paid no less than the minimum salary attaching to the position they are temporarily occupying.

## 12.7 Salary sacrifice arrangements

- (a) Eligible employees covered by this award may participate in salary sacrifice arrangements as determined by the chief executive to the extent allowed by the relevant Commonwealth legislation.
- (b) The administrative processes to accommodate salary sacrifice arrangements shall be established by the chief executive and may be varied from time to time as required, for example to reflect changes in the relevant Commonwealth legislation or changes in procedures adopted by a particular salary packaging bureau service.
- (c) The following principles will apply where employees avail themselves of salary sacrifice arrangements:
  - (i) there will be no additional costs incurred by the employer, either directly or indirectly;
  - (ii) as part of the salary sacrifice arrangements, the costs for administering the package via a salary packaging bureau service, and including any applicable FBT, will be met without delay by the participating employee;
  - (iii) there will be no additional increase in superannuation costs or to FBT payments made by the employer that would not otherwise be payable had the employee not engaged in salary sacrifice arrangements;
  - (iv) the employee may cancel any salary sacrificing arrangements by giving one month's notice of cancellation to the employer, and similarly the employer will give the employee one month's notice of termination;
  - (v) employees should obtain independent financial advice prior to taking up salary sacrifice arrangements;
  - (vi) there will be no significant additional administrative workload or other ongoing costs to the employer; and
  - (vii) the employee's salary for superannuation purposes and severance and termination payments will be the gross salary which the employee would receive if not taking part in salary sacrifice arrangements.
- (d) Where the employee has elected to sacrifice a portion of the payable salary:

- (i) subject to Australian Tax Office requirements, the sacrificed portion will reduce the salary subject to appropriate tax withholding deductions by the amount sacrificed;
  - (ii) any allowance, penalty rate, overtime, weekly workers' compensation benefit, or other payment, to which an employee is entitled under an industrial instrument, Act or Statute which is expressed to be determined by reference to the employee's salary, will be calculated by reference to the gross salary which the employee would receive if not taking part in salary sacrifice arrangements;
  - (iii) salary sacrifice arrangements will be maintained during all periods of leave on full pay, including the maintenance of cash and non-cash benefits; and
  - (iv) the employee's salary for superannuation purposes and severance and termination payments will be the gross salary which the employee would receive if not taking part in salary sacrifice arrangements
- (e) For the purposes of this clause eligible employees means full-time, part-time and long-term casual employees as defined in the Act.

### **13. Allowances**

- (a) Overtime meal allowance
  - (i) an employee rostered to work in excess of 10 continuous hours is to be supplied with an adequate meal at the employer's expense or be paid a meal allowance of \$12.60 in lieu of the provisions of such meal.
  - (ii) if the continuous period of work exceeds 15 hours, a further meal at the employer's expense is to be supplied or a further \$12.60 meal allowance paid.
- (b) Motor vehicle allowance
  - (i) where an employer requires an employee to use their own vehicle in or in connection with the performance of their duties, such employee will be paid an allowance for each kilometre of authorised travel as follows:
    - (A) motor vehicle—\$0.77 per kilometre; and
    - (B) motorcycle—\$0.26 per kilometre.
  - (ii) an employer may require an employee to record full details of all such official travel requirements in a log book.
- (c) Adjustment of allowances
  - (i) at the time of any adjustment to the wage rates in this award, the expense related allowances in clause 13 will be automatically increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
  - (ii) the applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

<u>Allowance</u>	<u>Applicable Consumer Price Index figure</u>
Overtime meal allowance	Take-away and fast foods sub-group
Motor vehicle allowance	Private motoring sub-group

#### **14. Superannuation**

- (a) Subject to federal legislation, all employers subject to this award must comply with superannuation arrangements prescribed in the *Superannuation (State Public Sector) Act 1990* (and associated Deed, Notice and Regulation).
- (b) Where federal legislation provides for choice of fund rights to an employee subject to this award, and an 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 5—Hours of Duty**

#### **15. Hours of duty and shift payments**

##### **15.1 Hours of duty**

- (a) The ordinary hours of duty of resident medical officers will be 76 each fortnight averaged over a period of 12 weeks or other period as agreed between the employer and a resident medical officer.
- (b) Hours of duty are to be arranged as follows:
  - (i) no shift will be less than 4 hours in length on any day;
  - (ii) no resident medical officer is to be rostered to perform ordinary hours of duty of less than 8 hours on more than 2 shifts in any 14 day period;
  - (iii) no broken or split shifts will be worked;
  - (iv) all ordinary time worked in excess of 10 hours in any one day or shift will be paid for at overtime rates;
  - (v) in no case will a resident medical officer be required to be on duty beyond a maximum of 12.5 hours, with a minimum of 10 hours off duty before being required to be on duty again.
- (c) Subject to the ability of the employer to change the rosters without notice to meet any emergent situation, resident medical officers will be given at least 2 weeks' notice of rosters to be worked in relation to ordinary hours and, where practicable, any additional (i.e. overtime) rostered hours of work as well.
- (d) A resident medical officer is entitled to 4 rostered days off in any 14 day period, 2 of which must be on consecutive days. For the purposes of the remaining 2 days off, 2 half-days of 4 hours each shall equal one whole day.
- (e) For the purpose of clause 15.1, a day will be defined as a period of 24 consecutive hours calculated from midnight on one day to midnight on the next day.

## 15.2 Extra payment for afternoon and night shift

- (a) A resident medical officer is entitled to be paid an allowance of 15% for each shift of ordinary hours worked where the majority of such shift is worked between the hours of 1800 on one day and 0800 the following day.
- (b) The shift allowance referred to in clause 15.2(a) will not be payable in respect of work performed on a Saturday, a Sunday or a public holiday where the extra payments prescribed in clause 15.3 apply.

## 15.3 Extra payment for work on a weekend or a public holiday

- (a) Subject to clause 15.3(b) all ordinary hours of duty worked by a resident medical officer in any one shift on a weekend or a public holiday will be paid for as follows:
  - (i) between 0000 and 2400 on a Saturday - time and one half;
  - (ii) between 0000 and 2400 on a Sunday - double time;
  - (iii) between 0000 and 2400 on a public holiday - double time and one half.
- (b) The payments prescribed in clause 15.3(a) shall be calculated on a majority of shift basis. This means, for example:
  - (i) if the majority of the ordinary hours of a shift which commenced on a Friday are worked on a Saturday, the whole of the shift is to be treated as having been worked on a Saturday; and
  - (ii) if the majority of the ordinary hours of a shift which commenced on a Sunday are worked on a Monday, the whole of the shift is to be treated as having been worked on a Monday.

## 16. Overtime

### 16.1 Overtime

- (a) A resident medical officer performing additional hours of duty in excess of the ordinary hours specified in clause 15.1(a), as authorised by the appropriate delegate, may be paid for such excess duty hours as follows:
  - (i) Monday to Saturday - time and one-half for the first 3 hours and double time thereafter;
  - (ii) Sunday - double time;
  - (iii) Public holidays - double time and one-half.
- (b) Payment in terms of clause 16.1 will not be unreasonably withheld by the employer.

### 16.2 On call

- (a) Definitions:
  - (i) **proximate call** is the availability of a resident medical officer to be on duty within 10 minutes of being recalled
  - (ii) **remote call** is the availability of a resident medical officer to be on duty within 30 minutes of being recalled

- (b) Where a resident medical officer is instructed to hold themselves available on remote call outside ordinary or rostered working hours, they are to be paid an additional allowance as follows:
- (i) on remote call throughout the whole of a Saturday, a Sunday or a public holiday - \$21.50 in respect of such instances;
  - (ii) on remote call during the night only on a Saturday, a Sunday or a public holiday - \$13.80 each night; and
  - (iii) on remote call on any other night - \$10.90 each night.

For the purposes of clause 16.2(b), a night will be considered to consist of those hours falling between 1700 and 0800 or mainly between such hours.

- (c) Where a resident medical officer is placed on proximate call an amount of \$8.90 is to be paid in addition to the appropriate allowance prescribed in clause 16.2(b).

### **16.3 Recall**

- (a) Monday to Friday - a resident medical officer on call being recalled to perform duty is to be paid for the time worked, calculated as from home and back to home, with a minimum payment of 2 hours at the prescribed overtime rate.
- (b) Saturday and Sunday and public holidays:
- (i) a resident medical officer on call being recalled to perform duty on a Saturday, Sunday or public holiday is to 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, calculated as from home and back to home, with a minimum of 2 hours.
  - (ii) in addition, a resident medical officer who works on a public holiday and who is granted equivalent time off is to be paid at half the ordinary rate for the time so worked with a minimum of 2 hours.
- (c) Where a resident medical officer (whether on call or not) is recalled to perform work to provide a clinical service when not on duty, the employee may be provided with transport to and from home or will be refunded the cost of such transport as follows:
- (i) taxi fares where a taxi is utilised; or
  - (ii) the motor vehicle allowance as prescribed in clause 13(b)(i).

### **16.4 Fatigue leave/rest period after overtime**

- (a) 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 10 consecutive hours off duty between those times may, subject to clause 16.4(c) be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (b) If on the instruction of the employer the resident medical officer resumes or continues work without having had such 10 consecutive hours off duty, they will be paid double rates until they are released from duty for such period and they will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (c) The provisions of clause 16.4 will not apply where a period of overtime of 2 hours or less is worked during a period of recall to duty.

## **PART 6—Leave of Absence and Public Holidays**

### **17. Annual leave**

Annual leave is provided for in Division 3 of the QES. Clauses 17(a) to 17(h) supplement the QES provisions.

- (a)
  - (i) 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.
  - (ii) notwithstanding clause 17(a)(i), all affected 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 their place of employment over the Christmas/New Year period.
- (b) Where a resident medical officer performs work on a continuous shift work basis and performs their duty in various shifts allocated in rotation they will be entitled to additional annual leave on a *pro rata* basis at the rate of one week for each year in respect of the period during which such shifts have been worked.
- (c)
  - (i) a resident medical officer who has been permitted to proceed on annual leave and who ceases employment before completing the required continuous service to accrue such leave must refund the value of the unearned *pro rata* portion of leave, calculated at the rate of salary as at the date such leave was taken.
  - (ii) alternatively, any monies not paid may be deducted from other monies due to the resident medical officer by reason of the other provisions of this award at the time of cessation of employment.
- (d) Annual leave may be accrued by mutual agreement to a maximum entitlement as for 2 years' continuous service.
- (e) Calculation of annual leave pay
  - (i) an employee (other than a shift worker covered by clauses 17(e)(ii) and (iii) below) proceeding on annual leave is entitled to receive the following payments:
    - (A) an amount equal to the salary level being paid to the employee immediately before the employee takes the leave for the period of such leave; and
    - (B) a further amount equal to 17.5% of the salary payable for ordinary time in relation to the employee's substantive position for the period of such leave.
  - (ii) a shift worker who works non-continuous shift work proceeding on annual leave is entitled to receive the following payment(s):
    - (A) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave calculated according to the employee's roster or projected roster including shift, weekend or public holiday penalties; or

- (B) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave, excluding any shift, weekend or public holiday penalties, plus a further 17.5% of this amount,

whichever is the higher.

- (iii) a shift worker who works continuous shift work proceeding on annual leave is entitled to receive an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave, excluding any shift, weekend or public holiday penalties, plus a further 27.5% of this amount.
- (f) The provisions of clauses 17(e)(i), (ii), and (iii), do not apply to any period or periods of annual leave exceeding:
  - (i) 5 weeks in the case of shift workers engaged on continuous shift work;
  - (ii) 4 weeks in all other cases.
- (g)
  - (i) should Labour Day, Show Day or Easter Saturday occur during a resident medical officer's annual leave an extra day for each such day so occurring will be added to the resident medical officer's annual leave.
  - (ii) however, in the case of 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.
- (h) Resident medical officers other than medical scholarship holders will be paid the cash equivalent of annual leave due to them on ceasing duty with an employer. In the case of medical scholarship holders the cash equivalent of all annual leave due will be paid within 30 days of their complying with the terms of their bond.

## **18. Examination leave**

- (a)
  - (i) Where a resident medical officer sits for an examination for approved additional qualifications, the employee will be allowed leave on full pay as is reasonable and necessary to sit for such examination.
  - (ii) for purposes of clarity, a resident medical officer is to be allowed leave on full pay for each day of an approved examination plus one day prior to each examination.
- (b) The employer may grant, upon application, additional leave to a resident medical officer as may be necessary to travel to and from the centre where an examination is being held, having regard to such matters as distances to be travelled, mode and availability of transport.
- (c) The granting of all leave under clause 18 will not be unreasonably withheld by the employer.

## **19. Personal leave**

- (a) Personal leave is provided for in Division 4 of the QES and covers:
  - (i) sick leave;
  - (ii) carer's leave;
  - (iii) bereavement leave; and
  - (iv) cultural leave.

- (b) In addition to the provisions of Subdivision 2 of Division 4 of the QES an employee is entitled to use any sick leave to which they have an entitlement for carer's leave purposes.
- (c) An employee may also elect, with the consent of the employer, to take annual leave for carer's leave purposes.
- (d) 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.

## **20. Parental leave**

- (a) Parental leave is provided for in Division 5 of the QES and covers:
  - (i) birth-related leave for an employee who is pregnant or whose spouse gives birth;
  - (ii) adoption leave; and
  - (iii) surrogacy leave.
- (b) Notwithstanding the provisions of Subdivision 2 of Division 5 of the QES, all full-time and part-time employees are entitled to parental leave upon commencement of employment.
- (c) An employee who is pregnant, during the term of her pregnancy until 6 weeks before the expected date of birth of her child, or lesser period as approved by the employer, may request to work part-time or other flexible work arrangements.
- (d) An employee who has taken leave to attend compulsory interviews or examinations as part of an adoption process or who has taken leave to attend compulsory interviews or court hearings associated with a surrogacy arrangement may request that such leave be taken as paid annual leave.
- (e) In addition to the provisions of Subdivision 6 of Division 5 of the QES an employee who has returned to work on a part-time basis may seek to return to the position they held prior to commencing parental leave.
- (f) If the position mentioned in clause 20(e) no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position that is, as nearly as possible, comparable in status and remuneration to that of the employee's former position.
- (g) The employer must make a position to which the employee is entitled available to the employee.

## **21. Long service leave**

- (a) Long service leave, including for casual employees, is provided for in Division 6 of the QES. Clause 21(b) supplements the QES.
- (b) 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.

## **22. Public holidays**

Public holidays are provided for in Division 7 of the QES. Clauses 22(a) to 22(e) supplement the QES provisions.

- (a) An employee (other than a casual employee) who would normally work on a day on which a public holiday falls and who is not required to work on that day shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday.
- (b) An employee (other than a casual) who works ordinary hours on a public holiday, other than on Labour Day, Show Day or Easter Saturday, will be paid 150% for all ordinary hours worked.
  - (i) an employee who works ordinary hours on Labour Day will be paid at the rate of 250% for all time worked with a minimum payment of 4 hours.
  - (ii) an employee who works ordinary hours on Show Day or Easter Saturday will be paid at the rate of 250% for all time worked.
- (c) Subject to clause 22(d), where an employee is on a rostered day off on Labour Day, Show Day or Easter Saturday:
  - (iii) they may be paid an additional day's wage; or
  - (iv) they may be granted a day's holiday in lieu at a time to be mutually arranged between the employer and the employee concerned; or
  - (v) an extra day may be added to their annual leave for each such day on which they are on a rostered day off.
  - (vi) In the case of Easter Saturday, clause 22(b) does not apply to an employee who is not ordinarily required to work on a Saturday.
- (d) A casual employee who works on a public holiday is to be paid in accordance with clause 15.3 of this award. In the case of work performed by a casual employee on Labour Day, a minimum payment as for 4 hours' work shall apply.
- (e) For ordinary hours worked on a public holiday, payments under this clause are to be made on a majority of shift basis, in accordance with clause 15.3 of this award.

### **23. Jury service**

Jury service is provided for in Division 8 of the QES.

## **PART 7—Transfers, Travelling, Board and Lodging, Clothing and Laundry**

### **24. Appointment and secondment expenses**

- (a) All reasonable costs incurred by a resident medical officer when seconded to another health facility will be met by the employer.
- (b) Where such secondment exceeds 4 weeks the resident medical officer will be reimbursed all reasonable costs incurred by the employee's spouse and family in taking up the secondment.
- (c) All reasonable costs on appointment incurred by resident medical officers will be paid by the appointing employer.

### **25. Travelling and relieving expenses**

An employee who is required to:

- (a) Travel on official duty; or

- (b) To take up duty away from the employee's usual place of work to relieve another employee, or to perform special duty,

is to be reimbursed actual and reasonable expenses for accommodation, meals and incidental expenses necessarily incurred by the employee.

## **26. Board and lodging**

- (a) Where board and lodging of reasonable standard is supplied to a resident medical officer residing within employer accommodation, the employer will be entitled to deduct, each week, a sum equivalent to 5% of the weekly wage payable to a resident medical officer, level 7.
- (b) Where a resident medical officer who is living out is provided with meals by the employer, a deduction may be made from their wages calculated at the rate of 4.5% of the board and lodging charge for each meal provided.
- (c) 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.
- (d) Where a health service provides married quarters, the rental and any other charges will be fixed by the employer.

## **27. Clothing and laundry**

Where protective outer garments are supplied by the employer they shall be laundered by the employer without charge to the employee.

**Schedule 1—Work areas/units included in Department of Health, as at 31 August 2014**

- Office of the Director-General;
- Health Service and Clinical Innovation;
- System Support Services;
- Health Commissioning Queensland;
- Queensland Ambulance Service;
- Health Support Queensland; and
- Health Services Information Agency.

By the Commission,  
[L.S.] J. STEEL,  
Industrial Registrar.