

## QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999* – s. 156 – certifying an agreement**Queensland Department of Health****AND****Australian Salaried Medical Officers Federation, Industrial Organisation of Employees, Queensland; and****The Queensland Public Sector Union of Employees****(No. CA 576 of 2005)****MEDICAL OFFICERS' (QUEENSLAND HEALTH) CERTIFIED AGREEMENT (NO. 1) 2005**

## APPLICATION FOR CERTIFICATION OF AGREEMENT

This Agreement, made under the *Industrial Relations Act 1999* on 5 December 2005 between Queensland Department of Health and Australian Salaried Medical Officers Federation, Industrial Organisation of Employees, Queensland and The Queensland Public Sector Union of Employees, witness that the parties mutually agree as follows:

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### 1.1 Title

This Agreement shall be known as the *Medical Officers' (Queensland Health) Certified Agreement (No. 1) 2005*.

### 1.2 Parties Bound

The parties to this Agreement are the:

- Australian Salaried Medical Officers Federation, Industrial Organisation of Employees, Queensland;
- The Queensland Public Sector Union of Employees;
- Queensland Department of Health; and
- Office of Health Practitioner Registration Boards.

### 1.3 Application

This Agreement shall apply to health services conducted by/on behalf of the State of Queensland as follows:

- Medical Practitioners of Queensland Health (i.e. Health Service Districts, Queensland Health Pathology and Scientific Services, Public Health Services and Corporate Office) who are employed pursuant to Awards listed in Clause 1.8; the unions signatory to this Agreement; and to the Director-General Department of Health as the employer in relation to such employees; and
- Employees of the Office of the Health Practitioner Registration Boards who are employed pursuant to the Awards listed in Clause 1.8; the unions signatory to this Agreement; and to the Executive Officer, Office of Health Practitioner Registration Boards as the employer in relation to such employees.

### 1.4 Date and Period of Operation

This Agreement shall operate from its date of certification and shall have a nominal expiry date of 31 August 2008.

### 1.5 Renewal or Replacement of Agreement

The parties to this Agreement shall commence discussions at least 5 months prior to the expiration of this Agreement.

### 1.6 Structure of Agreement

The Agreement will set out the agreed position between all of the parties to the Agreement.

### 1.7 Relationships with Awards and other Agreements

This Agreement will replace the *Queensland Public Health Sector Certified Agreement (No.5) 2002* (EB5) insofar as it applied to medical practitioners.

The Agreement will be read in conjunction with the following Awards and the *Medical Officers' (Queensland Health) Memorandum of Understanding 2005* covering employees covered by this Agreement.

Relevant Awards are:

- *Medical Superintendents with Right of Private Practice and Medical Officers with Right of Private Practice – Queensland Public Hospitals Award – State 2003*;
- *Public Service Medical Officers' Award – State 2003*;
- *District Health Services Senior Medical Officers' and Resident Medical Officers' Award – State 2003*.

### 1.8 Objectives of the Agreement

The parties to this agreement are committed to:

- maintaining and improving the public health system to serve the needs of the Queensland community;
- maintenance of a stable industrial relations environment;
- managing change in full consultation with all relevant stakeholders;
- collectively striving to achieve quality outcomes for patients;
- working to achieve a sustainable skilled, motivated and adaptable workforce;
- ensuring that workload is responsibly managed to ensure there are no adverse effects on employees or patients; and
- balancing service delivery needs with equity and work/life balance for medical officers.

### 1.9 Posting of the Agreement

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

- in a conspicuous and convenient place at each facility; and
- on the Queensland Health intranet site.

### **1.10 Prevention and Settlement of Disputes relating to the interpretation, application or operation of this Agreement.**

The parties will use their best endeavours to co-operate in order to avoid grievances arising between the parties or between an employer and individual employees. The emphasis will be on negotiating a settlement at the earliest possible stage in the process. Two or more current grievances made by the same employee about related matters, or a grievance from more than one employee about related matters may be dealt with as one grievance.

In the event of any disagreement between the parties as to the interpretation, application or implementation of this Agreement, the following procedures shall be followed:

- (i) A grievance is identified at the local level by a recognised union representative, the employee/s concerned or a management representative and an initial discussion should take place at this level. This stage shall take no longer than 7 days;
- (ii) If the parties at the local level cannot resolve the matter, it should be referred to either the relevant union official for the enterprise in the case of employees or to the District management (or equivalent) in the case of management, for resolution. This Stage shall take no longer than 14 days;
- (iii) If the matter cannot be resolved, then either party shall refer the matter to the Medical Interest Based Bargaining (MIBB) Group. Where the MIBB Group forms a unanimous view on the resolution of the grievance, this is the position that must be accepted and implemented by the parties and shall be given effect by the Chief Executive Officer;
- (iv) Where a bona fide safety issue is involved the Health Service District (or equivalent) shall ensure that:
  - The status quo prior to the existence of the grievance or dispute is to continue while the procedure is being followed; and/or
  - Employees shall not work in an unsafe environment. Where appropriate the employees shall accept reassignment to alternative suitable work/work environment in the meantime;
  - The employer/management in conjunction with the Occupational Health and Safety Committee will promptly ensure that the problem/s is/are resolved having regard to occupational health and safety standards;
- (v) Provided that maintenance of the status quo shall not apply in an unsafe environment; and
- (vi) If the matter identified in subclause (iii) remains unresolved then either party may refer the matter to the Queensland Industrial Relations Commission.

Without limiting an employee's right to pursue a grievance, no party shall use the grievance procedure to prevent introduction of the outcomes of organisational change or restructuring or to limit matters agreed between the parties in accordance with Award provisions.

For the purposes of this Clause of the Agreement status quo shall mean:

“Whilst the grievance is being followed, work shall continue as it was prior to the grievance occurring except in cases of safety hazards, sexual harassment, or conflict between a religious or other similar belief and the performance of a specific authorised work activity.”

## **PART 2 – WAGE AND SALARY RELATED MATTERS**

### **2.1 Wage Increases**

The wage increases specified in this subclause shall be payable in addition to the rates of pay as at 31 August 2005 and shall be paid for all purposes.

Wage increases shall be paid in 3 instalments as follows:

- (i) 4% from 1 September 2005;
- (ii) 4% from 1 September 2006; and
- (iii) 4% from 1 September 2007.

The first increase to wages or allowances or other monetary amounts if provided by this Agreement will be paid from 1 September 2005 unless otherwise specified.

## 2.2 Minimum Wage Adjustment

It is a term of this Agreement that any State Wage Case increase shall be compared with the increases prescribed under Clause 2.1 of this Agreement.

Provided that any annual State Wage Case increase which would provide a higher overall annual wage increase than those prescribed in Clause 2.1 shall be applied from the operative date of the State Wage Case.

## 2.3 Salary Sacrificing

2.3.1 The following definitions will apply for the purposes of this clause:

- (a) **‘Fringe Benefits Tax (FBT)’:** Means tax imposed by the *Fringe Benefits Tax Act 1986*. The FBT year refers to the employer’s FBT return period of 1 April to 31 March each year.
- (b) **‘FBT Exemption Cap’:** The FBT exemption cap is a tax concession under the *Fringe Benefits Tax Assessment Act 1986* for limited categories of employers. The FBT exemption cap is not an employee entitlement. The manner of the application of the FBT exemption cap is determined by the employer in accordance with the FBT legislation. Under the FBT legislation, to be eligible for the FBT exemption cap at the time fringe benefits are provided, the duties of the employment of an employee must be exclusively performed in, or in connection with, a public hospital.
- (c) **‘Salary Sacrifice’:** Salary sacrifice is a system whereby a portion of an employee’s gross salary or wage is paid as a benefit, before tax, rather than directly as salary, thereby usually reducing the amount of tax paid by the employee on the income. This is called salary sacrificing because it is sacrificing salary for a benefit and is at the discretion of the employee for the approved range of items.

2.3.2 Notwithstanding the salaries prescribed in Schedule 1 of this agreement, an employee may elect to sacrifice a portion of the salary payable under Schedule 1 to benefits agreed between the parties. Should an employee elect to sacrifice a portion of their salary to the agreed benefits, the employee must submit a signed unamended Participation Agreement with the employer prior to commencing such arrangements.

2.3.3 Salary sacrificing arrangements will be made available to the following employees covered by this agreement as from their date of commencement:

- (a) permanent full time and part time employees; and
- (b) temporary full time and part time employees (employed for 52 weeks or more).

The amount sacrificed must not exceed 50 percent of the salary payable under Schedule 1:

Provided that, employees eligible for the FBT exemption cap may sacrifice to benefits attracting FBT but ensuring the FBT exemption threshold amount prescribed by legislation is not exceeded, or to 50 percent of salary, whichever is the lesser. If the FBT exemption cap is exceeded, the employee will be liable for the FBT incurred. Employees who are not eligible for the FBT exemption cap who sacrifice to benefits that attract FBT will be liable for such FBT.

Notwithstanding the forgoing, the cap on sacrificing to superannuation is removed as from the date of certification of this Agreement.

2.3.4 If any federal taxation laws passed by the Commonwealth Parliament or rulings by the Australian Taxation Office (ATO) in relation to salary sacrifice/package have the effect that salary sacrifice/package for employees is reduced or eliminated at any time during the term of this Agreement, the employees’ rights under this Agreement in respect of salary sacrifice/package will be varied accordingly and the rest of the Agreement will continue in force.

2.3.5 The Employer will be under no obligation to negotiate or agree to any changes to this Agreement as a trade-off for salary sacrifice/package rights which have been reduced or eliminated as a result of new or amended federal taxation laws or rulings by the Australian Taxation Office. The employee’s right to sacrifice part of their salary as mentioned in paragraph (iii) above, is expressly made subject to any federal taxation laws

affecting salary sacrifice arrangements or rulings of the ATO in relation to salary sacrifice arrangements which may be introduced or amended from time to time during the term of this Agreement.

- 2.3.6 The individual salary packaging arrangements of any employee shall remain confidential at all times. Proper audit procedures will be put in place which will include private and/or Auditor-General reviews. Authorised union officials will be entitled to inspect any record of the employer and external salary packaging bureau service to ensure compliance with the salary sacrificing arrangements, subject to the relevant industrial legislation.
- 2.3.7 Where the employee has elected to sacrifice a portion of the payable salary under Schedule 1 of this agreement:
- (a) Subject to ATO, the sacrificed portion will reduce the salary subject to appropriate tax deductions by the amount sacrificed (see definition of salary sacrifice);
  - (b) Any allowance, penalty rate, overtime, weekly worker's compensation, or other payment, to which an employee is entitled under their respective award, Act or Statute which is expressed to be determined by reference to the employee's salary, shall be calculated by reference to the salary which would have applied to the employee under Schedule 1 of this Agreement (i.e. pre-salary sacrifice rate of pay);
  - (c) Salary sacrificing arrangements will be maintained during all periods of leave on full pay, including the maintenance of cash and non-cash benefits; and
  - (d) The employee's salary for superannuation purposes and severance and termination payments will be the gross salary, which the employee would receive if not taking part in salary sacrificing arrangements.
- 2.3.8 The following principles will apply to employees who avail themselves of salary sacrificing:
- (a) As part of the salary package arrangements, the costs for administering the package via an external salary packaging bureau service, and including any applicable fringe benefits tax, are met by the participating employee;
  - (b) There will be no additional increase in superannuation costs or to fringe benefits payments made by the employer;
  - (c) The employee may cancel any salary sacrificing arrangements by giving 1 month's notice of cancellation to the employer and the employer will give the employee 3 months' notice of termination;
  - (d) Employees must provide to the employer evidence of independent financial advice prior to taking up a salary package;
  - (e) There will be no significant additional administrative workload or other ongoing costs to the employer;
  - (f) Additional administrative and fringe benefit tax costs are to be met by the employee; and
  - (g) Any increases or variations to taxation, excluding payroll tax, that result in additional costs will not be met by the employer and will be passed on to the employee as part of the salary package, if they wish to maintain the salary sacrifice arrangement.

## **2.4 Award Maintenance**

The Queensland Industrial Relations Commission State Wage increases awarded during 2005 and the period up to, and including, the nominal expiry date of this Agreement shall be absorbed into the wage increases provided by Clause 2.1 of this Agreement.

It is a term of this Agreement that no person covered by this Agreement will receive a rate of pay, which is less than the corresponding rate of pay in the relevant parent Award.

The employer will support union applications to amend any of the parent Awards to this Agreement to incorporate wage adjustments based upon the *Queensland Public Health Sector Certified Agreement (No. 5) 2002 (EB5)* during the life of this Agreement.

The employer will consent to applications made after the nominal expiry date of this Agreement to amend any of the parent Awards to incorporate wage adjustments and the new classification structure contained within this Agreement.

## 2.5 Implementation of Classification Structure

2.5.1 A new classification structure will be implemented from 1 January 2006 for Medical Officers employed under the *District Health Services – Senior Medical Officers’ and Resident Medical Officers’ Award – State 2003*. As from this date, salaries and salary ranges applicable to employees covered by this Agreement shall be those prescribed in Schedule 1.

2.5.2 Salaries and salary ranges shall apply as follows:

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

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

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

- 2.5.3 (a) A current Medical Officer (other than a Medical Superintendent / Deputy and Assistant Medical Superintendent) shall be placed at the point within the relevant salary range at which they were employed immediately prior to the implementation of this classification structure. Increments will be as agreed by the MIBB Group but will be no less favourable than currently applies.
- (b) A current Medical Superintendent / Deputy and Assistant Medical Superintendent shall be placed at a point within the relevant salary range as follows:
- (i) A Medical Superintendent / Deputy and Assistant Medical Superintendent shall be placed at a point within the salary range provided in clause 2.5.2(f);
  - (ii) A Medical Superintendent / Deputy and Assistant Medical Superintendent with FRACGP shall be placed at a point within the salary range provided in clause 2.5.2(g) according to their years of eligibility for vocational registration;
  - (iii) A Medical Superintendent / Deputy and Assistant Medical Superintendent with FRACMA shall be placed at a point within the salary range provided in clause 2.5.2(k) according to their years of eligibility for specialist registration;
  - (iv) Provided that a current Medical Superintendent / Deputy and Assistant Medical Superintendent will not be disadvantaged by receiving their base salary as provided above plus the clinical manager allowance or the medical manager allowance provided in clause 2.5.6(a).
- (c) A new Medical Officer shall be placed at a point within the relevant salary range according to their years of relevant experience in that capacity or years of eligibility for vocational registration.
- Provided that, in the case of clause 2.5.2(k), a new Medical Officer shall be placed at a point within the relevant salary range according to their years of eligibility for specialist registration.
- 2.5.4 (a) In the case of clauses 2.5.2(b), (c), (d), (e), (g), (i), and (k), a Medical Officer shall progress through the salary range by annual increments on their anniversary date.
- (b) In case the case of clause 2.5.2(f), a Medical Officer shall not be entitled to receive an increase in salary by way of movement between Levels 13 and 14 until the Medical Officer has been in receipt of such salary for a period of 5 years.

- (c) In the case of clauses 2.5.2(h), a Medical Officer shall not be entitled to proceed by incremental progression to Level 18 unless the Medical Officer has been in receipt of the Level 17 salary for at least 2 years and has received satisfactory Performance Appraisal and Development reports for at least 2 years.

Provided that a Medical Officer may be appointed to such position by appointment to an advertised vacancy.

- (d) In the case of clauses 2.5.2(j), a Medical Officer shall not be entitled to proceed by incremental progression to Level 24 unless the Medical Officer has been in receipt of the Level 23 salary for at least 2 years and has received satisfactory Performance Appraisal and Development reports for at least 2 years.

Provided that a Medical Officer may be appointed to such position by appointment to an advertised vacancy.

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

- (e) In the case of clauses 2.5.2(l), a Medical Officer shall not be entitled to proceed by incremental progression to Level 25 unless the Medical Officer has been eligible for specialist registration for at least 7 years and has received satisfactory Performance Appraisal and Development reports for at least 2 years.

Provided that a Medical Officer may be appointed to such position by appointment to an advertised vacancy.

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

- (f) In the case of clause 2.5.2(m) & (n), a Medical Officer shall not be entitled to proceed via incremental progression to Levels 28 and 29. The parties agree to jointly develop criteria and an application process for appointment to Levels 28 and 29 respectively by 1 January 2006. The agreed criteria and application process will be implemented via an Integrated (HR/IR) Resource Manual (IRM) policy.

- (g) Senior Medical Officers must be given the opportunity to participate in a performance appraisal and development process that will enable them to meet the requirements of clauses 2.5.4 (c), (d) and (e). Where Senior Medical Officers have not been provided the opportunity to participate in such a process, they will increment to the next level in the absence of substantiated unsatisfactory performance reports in relation to their performance.

- 2.5.5 (a) Positions classified as Medical Officer Credentialed Practice and Medical Officer Advanced Credentialed Practice shall be determined by a Queensland Health State Credentials Committee (to be established for the purpose) in accordance with the following principles:

Queensland Health shall determine the service requirement for non-specialist qualifications by:

- (i) Recognising those non-specialist qualifications that would benefit medical services, identifying benefit in patient safety, improved health outcomes and value for money;
  - (ii) Determining the appropriate salary range for a Medical Officer in credentialed practice with specific recognised non-specialist qualifications (in consultation with the Medical Workforce Advisory Committee);
  - (iii) Nominating the services that would benefit by the service of medical practitioners possessing specific recognised non-specialist qualifications; and
  - (iv) Identifying whether, for a nominated service, specific non-specialist qualifications are required, preferred or optional.
- (b) Queensland Health shall ensure that the job descriptions of senior medical officers in such nominated services specify the requirement of non-specialist qualifications as required, preferred or optional.

- (c) Queensland Health shall classify a position as Medical Officer Credentialed Practice or Medical Officer Advanced Credentialed Practice where the job description specifies that a non-specialist qualification is required or preferred. A medical officer employed in such positions shall be entitled to the salary range provided in clause 2.5(2)(g) or 2.5(2)(i).
- (d) Individual applicants will be assessed by the Credentialing Committee to determine whether they possess the necessary qualifications to either progress to C1-5 or to access the C2 scale.
- (e) In classifying a position the Credentialing Committee shall have regard to comparative classifications in other states and territories.

- 2.5.6 (a) In lieu of the director allowance prescribed in clause 5.8.5 of the *District Health Services – Senior Medical Officers’ and Resident Medical Officers’ Award – State 2003*, the clinical manager allowance prescribed in Schedule 2 shall be paid to a Medical Officer (other than a Medical Superintendent / Deputy and Assistant Medical Superintendent with FRACMA) appointed to a position of Director.

Provided that a Medical Superintendent / Deputy and Assistant Medical Superintendent with FRACMA shall be paid the medical manager allowance prescribed in Schedule 2.

- (b) The allowance may be considered as an all purpose allowance and included when calculating the following entitlements:
  - (i) Overtime;
  - (ii) Option A contract payment;
  - (iii) Loading on recreation leave; and
  - (iv) Superannuation purposes.
- (c) The parties agree to jointly develop criteria for application of the allowance by 1 January 2006.

## **2.6 Progression to Senior Medical Superintendent with Right of Private Practice**

- 2.6.1 Following the certification of this Agreement the provisions outlined in clause 5.5 of the *Medical Superintendents with Right of Private Practice and Medical Officers with Right of Private Practice – Queensland Public Hospitals Award – State 2003* will no longer have application.
- 2.6.2 A Medical Superintendent with Right of Private Practice paid at MSR4 shall be entitled to progress to senior status after a further 7 years service and where they have received satisfactory Performance Appraisal and Development reports for at least 2 years.
- 2.6.3 Provided that a Medical Superintendent with Right of Private Practice may be appointed to such position by appointment to an advertised vacancy.
- 2.6.4 Provided further that a Medical Superintendent with Right of Private Practice shall progress through the salary range by annual increments on their anniversary date.
- 2.6.5 A Medical Superintendent with Right of Private Practice must be given the opportunity to participate in a performance appraisal and development process that will enable them to meet the requirements of clause 2.6.2.

Where Medical Superintendents with Right of Private Practice have not been provided the opportunity to participate in such a process, they will increment to senior status in the absence of substantiated unsatisfactory performance reports in relation to their performance.

The absence of substantiated unsatisfactory performance reports in relation to relevant Medical Officers will be deemed to meet the Performance Appraisal and Development requirement, where the Performance Appraisal and Development process has not been available to a Medical Superintendent with the Right of Private Practice.

## **PART 3 – INDUSTRIAL RELATIONS MATTERS AND CONSULTATION**

### **3.1 Collective Industrial Relations**

The employer is committed to collective agreements with unions and does not support non-union agreements, Queensland Workplace Agreements or Australian Workplace Agreements.

The parties to this Agreement acknowledge that structured, collective industrial relations will continue as a fundamental principle. The principle recognises the important role of unions in the workplace and the traditionally high levels of union membership in the workplaces subject to this Agreement.

The parties to this Agreement support constructive relations between the parties and recognise the need to work co-operatively in an open and accountable way.

### **3.2 Consultative Forums**

The parties to this agreement will establish consultancy forums as required on an agreed basis.

### **3.3 Commitment to Consultation**

The parties to this Agreement recognise that for the Agreement to be successful, then the initiatives contained within this Agreement need to be implemented through an open and consultative process.

The parties to this Agreement are committed to involving employees and their union representatives in the decision-making processes affecting the workforce. Employees will be encouraged to participate in the consultation processes by allowing adequate time to understand, analyse, seek appropriate advice from their union and respond to such information.

Consultation requires the exchange of timely information relevant to the issues at hand, and a genuine desire for the consideration of each party's views, before making a final decision.

### **3.4 State Bargaining Unit and Medical Interest Based Bargaining Group**

The Medical Interest Based Bargaining Group (MIBB Group) will be the peak consultative forum for doctors and their unions within Queensland Health and will be responsible for implementing this Agreement.

The role of the State Bargaining Unit (SBU) will be to continue to oversee matters relating to this Agreement that have relevance to the broader health workforce, rather than to doctors only.

The MIBB Group shall oversee matters relating to this Agreement referred by the District Consultative Forums (DCFs) or their equivalent. Matters will be referred to the MIBB Group before being escalated to the SBU, where they deal with employees other than to doctors only. Where appropriate, sub groups of the MIBB Group will be established by agreement between the parties.

### **3.5 Replacement of Existing Staff and Reporting of Staffing Levels**

Queensland Health is about to enter a watershed period in its history where its ability to retain and recruit medical officers will determine how well it can deliver a safe and sustained level of medical services.

Queensland Health's ability to deliver medical services to the Queensland community will be dependent upon a number of factors. These factors include the success of this Agreement in the retention and recruitment of medical officers; the cultural and structural changes recommended by both the Queensland Health Systems Review and the Queensland Public Hospitals Commission of Inquiry and the ability of Queensland Health to bring about these changes. The MIBB Group will play a pivotal role in the implementation of this Agreement as well as bringing about cultural and structural change in Queensland Health.

Subject to the recommendations arising from the Queensland Health Systems Review and the Queensland Public Hospitals Commission of Inquiry, it is expected that local management will commence reasonable action to replace doctors who resign, terminate, transfer or are promoted, as soon as is practicable after notification of the potential vacancy is received.

The MIBB Group will have a role in monitoring medical officer staffing levels within Queensland Health. To assist the MIBB Group to undertake this role it is agreed that various Queensland Health facilities may be

required to provide the MIBB Group with detailed information on medical officer staffing levels and the actions that have been taken to replace medical officers who have either resigned, terminated, transferred, or been promoted.

The MIBB Group will agree the scope and frequency of such reporting taking into consideration the accuracy of available information, the work involved in preparing such data and whether the information will assist in furthering positive cultural change in Queensland Health.

## **PART 4 – WHOLE OF GOVERNMENT MATTERS**

### **4.1 Parental Leave**

Employees' entitlement to parental leave will be adjusted from 1 July 2005 as follows:

- (1) 12 weeks paid maternity leave which may be taken at half pay for double the period of time;
- (2) 12 weeks paid adoption leave for the primary carer of the adopted child which may be taken at half pay for double the period of time;
- (3) Employees on paid maternity leave or primary carers on paid adoption leave may access any accrued entitlement to paid sick leave provided that the period of illness is 1 week or more, is not related to the pregnancy and adequate evidence such as a medical certificate is provided;
- (4) Employees on unpaid parental leave are not longer entitled to access accrued entitlement to paid sick leave but this may be granted at the discretion of the employers in exceptional circumstances.

### **4.2 Long Service Leave**

Employees' entitlement to long service leave will be adjusted as follows:

- (1) Employees may take leave on a pro rata basis after 7 years continuous service but are only entitled to payment in lieu of leave on termination after 10 years continuous service;
- (2) Employees may take long service leave at half pay for double the period of time;
- (3) The minimum period of leave is 1 week;
- (4) Where an employee voluntarily reverts to a lower classification, the employee shall be entitled to leave accrued as at the date of the reversion at the salary applicable at the date of the reversion.

### **4.3 Recreation Leave**

Subject to service delivery requirements and financial considerations, the employer may approve an application to take recreation leave at half pay for double the period of time.

### **4.4 Purchased Leave**

Purchased leave arrangements are adjusted to permit the purchase of 6 weeks leave in a 12 month period, subject to service delivery requirements.

### **4.5 Superannuation**

As from 1 July 2006 the Employer contribution will be equal to at least 9% of Ordinary Time Earnings (as defined in the Superannuation Laws Amendment (2004 Measures No. 2) Act 2004).

- 4.6 The provisions in clauses 4.2, 4.3 and 4.4 will be given effect through the release of Integrated HR/IR Resource Manual policies (IRMs) following certification of this Agreement.

## **PART 5 – JOB SECURITY**

- 5.1 The employer is committed to job security for its permanent employees.
- 5.2 The parties acknowledge that job security for employees assists in ensuring workforce stability, cohesion and motivation and hence is central to achieving the objectives of this Agreement.
- 5.3 Queensland Health recognises the special needs of Resident Medical Officers and the crucial role they play in providing services to Queensland Health. Although such doctors apply annually to Queensland Health for training positions, they shall be treated as permanent employees for the purposes of long service leave, maternity leave, professional development leave, purchased leave arrangements, half pay recreation leave and other leave arrangements that may arise during the term of this Agreement.

- 5.4 For the purpose of clause 5.3 services will be considered continuous where it is not broken for periods of more than 12 months, not including any periods of paid or cash equivalent leave.

## **PART 6 – EMPLOYMENT CONDITIONS**

### **6.1 Implementation of the 38 hour week – Resident Medical Officers**

6.1.1 The ordinary hours of work of Resident Medical Officers will reduce to 38 hours a week as from 1 January 2006 and will be implemented on one of the following bases, most suitable to the particular work location, after consultation with, and giving reasonable consideration to the wishes of the employee concerned:

- (a) By officers working 7.6 continuous ordinary hours (excluding the meal break) each day;
- (b) By officers working less than 7.6 continuous ordinary hours (excluding the meal break) each day on one or more days each work cycle; or
- (c) By officers working more than 7.6 continuous ordinary hours (excluding the meal break) and rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during the cycle.

6.1.2 The employer and employees concerned may agree that the ordinary hours of work are to exceed 7.6 ordinary hours on any one day up to a maximum of 12 hours thus enabling standard ordinary hours of duty to be completed in fewer days within the work cycle. All ordinary time worked in excess of 10 hours in any one shift will be paid at the applicable overtime rates for that day.

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

6.1.4 Despite the consultative procedures outlined above, and despite lack of agreement by employees, the employer will have the right to make the final determination as to the method outlined in clause 6.1.1, by which the 38 hour week is implemented or worked from time to time.

6.1.5 The method of working the 38 hour week may be altered, from time to time, upon giving 14 days' notice or such shorter period as may be mutually agreed upon following negotiations between the employer and employees concerned, utilising the forgoing provisions of this clause, including clause 6.1.4.

6.1.6 Different methods of working the 38 hour week may apply to individual employees, groups or sections of employees in each location or speciality concerned.

6.1.7 Notwithstanding any other provision in this clause, where the arrangement of ordinary hours of work provides for an Accrued Day Off, the employer and the majority of employees concerned may agree to bank up to a maximum of 6 accrued days off. Where agreement has been reached, such accrued days off must be taken within 12 calendar months of the date on which the first rostered day off was accrued. The decision to bank accrued days off will be subject to the operational needs of the work area.

6.1.8 The Employer will ensure that arrangements are implemented that facilitates Resident Medical Officers being able to access Accrued Days Off. Where Agreement is reached to bank accrued days off, Resident Medical Officers must be rostered off for the required number of individual days or for a corresponding block of days. Resident Medical Officers are not to be rostered to work overtime on an Accrued Day Off, unless this has been agreed with the individual employee. However, where an employee is rostered to work overtime or recalled to work due to emergent circumstances they will be paid at relevant overtime rates for all work performed upon an Accrued Day Off.

The MIBB Group will conduct every 6 months (or other period agreed by the MIBB Group) a review of accrued days off accessed by Resident Medical Officers. Such a review will identify and examine the reasons behind apparent low levels of access to accrued days off.

6.1.9 Where, as at the date of termination of service, an employee has accumulated time towards an accrued day or days off in accordance with this clause, and been unable to access same, such employee will be paid for the time so accrued at the employee's ordinary rate of pay.

### **6.2 Implementation of the 40 hour week – Senior Medical Officers**

6.2.1 The ordinary hours of work for Senior Medical Officers will be 40 hours a week within the span of 7am to 6pm, Monday to Friday as from 1 January 2006. These hours will be implemented on one of the following

bases, most suitable to the particular work location, after consultation with, and giving reasonable consideration to the wishes of the employee concerned:

- (a) By officers working 8 continuous ordinary hours (excluding the meal break) each day; or
- (b) By officers working less than 8 continuous ordinary hours (excluding the meal break) each day on one or more days each work cycle; or
- (c) By officers working more than 8 continuous ordinary hours (excluding the meal break) and rostering employees off on various days of the week during a particular work cycle, so that each employee has additional days off during the cycle.

6.2.2 Subject to the provisions of the hours of duty clause, officers may agree that the ordinary hours of work are to exceed 8 ordinary hours on any one day up to a maximum of 10 hours (as prescribed in the hours of duty clause), or up to 12 ordinary hours on weekends or public holidays, thus enabling standard ordinary hours of duty to be completed in fewer days within the work cycle.

6.2.3 The outcome of such consultation must be recording in writing.

6.2.4 Despite the consultative procedures outlined above, and despite lack of agreement by employees, the employer will have the right to make the final determination as to the method outlined in clause 6.2.1, by which the 40 hour week is implemented or worked from time to time.

6.2.5 The method of working the 40 hour week may be altered, from time to time, upon giving 14 days' notice or such shorter period as may be mutually agreed upon following negotiations between the employer and employees concerned, utilising the forgoing provisions of this clause, including clause 6.2.4.

6.2.6 Different methods of working the 40 hour week may apply to individual employees, groups or sections of employees in each location or speciality concerned.

6.2.7 Notwithstanding any other provision in this clause, where the arrangement of ordinary hours of work provides for an Accrued Day Off, the employer and the majority of employees concerned may agree to bank up to a maximum of 6 accrued days off. Where agreement has been reached, such accrued days off must be taken within 12 calendar months of the date on which the first rostered day off was accrued. The decision to bank accrued days off will be subject to the operational needs of the work area.

6.2.8 Where, as at the date of termination of service, an employee has accumulated time towards an accrued day or days off in accordance with this clause, and been unable to access same, such employee will be paid for the time so accrued at the employee's ordinary rate of pay.

6.2.9 Where an employee is recalled to work they will be paid at relevant overtime rates for all work performed upon an Accrued Day Off.

6.2.10 No entitlement exists for the payment of a Flexibility Allowance as provided in Clause 5.8.6 of the *District Health Services – Senior Medical Officers' and Resident Medical Officers' Award – State 2003*.

### **6.3 Implementation of Extended Hours of Work – Senior Medical Officers**

#### **6.3.1 Extended Hours of Work**

As from 1 January 2006 extended hours work arrangements may be implemented for Senior Medical Officers between the hours of 7.00am to 10.00pm, Monday to Sunday.

In recognition of the fact that Senior Medical officers have traditionally worked ordinary hours between 8.00am and 6.00pm Monday to Friday, Senior Medical Officers who enter into extended hours arrangements will be entitled to the payment of a flexibility allowance of 10% for any ordinary time worked between Monday and Friday where the major portion of the day is worked between the hours of 4.00pm and 7.00am.

#### **6.3.2 Circumstances where extended hours may be implemented**

A Health Service District may consider the implementation of extended hours of work in circumstances where it can be demonstrated there is a need to address issues associated with fatigue, where junior doctors require additional supervision and support into the evening or during busy weekend periods, or where additional benefit to patients could be achieved when such arrangements are both safe and effective.

### 6.3.3 Process for implementing new extended hours arrangements or making significant and long-lasting amendments to existing extended hours arrangements

A District or a group of Medical Officers wishing to implement new extended hours arrangements, or make significant and long-lasting amendments to existing extended hours arrangements will adopt the following procedure:

- (a) notify the other relevant parties and the relevant Unions;
- (b) present all parties with a draft proposal for consultation that includes the following standard criteria:
  - (i) The rationale for the proposal;
  - (ii) The type of work to be performed and the reasons for this;
  - (iii) The mechanisms by which consultation will occur;
  - (iv) The number and mix of existing staff working in the affected area, including the number that may choose not to work weekends (if this is proposed);
  - (v) Implementation time frames that provide a reasonable period of time for meaningful consultation with affected Senior Medical Officers and unions;
  - (vi) The proposed length, timing and frequency of rostered work periods;
  - (vii) Confirmation that ordinary work hour requirements can be met without the need to roster ordinary time overtime. This should take into consideration coverage of ordinary rostered hours and all forms of leave;
  - (viii) The nominated method that will be used to develop rosters eg. Self-rostering etc;
  - (ix) The arrangements that will be implemented to ensure maintenance of effective communication amongst Senior Medical Officers within the work area and the Senior Medical Officers' ability to participate in quality assurance and education activities;
  - (x) Identification of fatigue related risks and appropriate control measures;
  - (xi) Circumstances under which extended hours arrangements will be suspended and/or ceased eg. Significant loss of staff participating on the roster or significant increase in the distribution of after hours work amongst affected Senior Medical Officers; and
  - (xii) Any other relevant matters.
- (d) All affected employees and their unions will be invited to participate in meaningful consultations giving due consideration to any concerns and modifying the proposal where appropriate;
- (e) A secret ballot of affected medical officers will be utilised to determine if the affected doctors in the workgroup support the proposal;
- (f) Agreement to implement extended hours arrangements will be subject to agreement of the majority of affected medical officers involved in the extended hours roster;
- (g) Where the proposal is supported by the majority of affected medical officers, and their unions, it shall be forwarded to the MIBB Group for its consideration and endorsement. The MIBB Group will give particular consideration to whether any doctor has been coerced during the consultation phase prior to making a decision to endorse;
- (h) Where the parties are unable to reach agreement on the implementation of extended working hours arrangements, either party may seek to have the MIBB Group oversee the facilitation of appropriate and meaningful consultation between local management and affected employees/unions.

### 6.3.4 Extended Hours Rosters

- (a) The Employer shall give reasonable consideration to the personal and emergent circumstances of employees working extended hours. Where practicable, the Employer shall balance operational requirements with the emergent needs of individual employees.

- (b) Rosters should be formulated in anticipation of the likelihood of crib breaks being required as outlined in clause 6.3.8(a)(viii).
- (c) Senior medical officers will be provided at least 4 weeks notice of the roster for extended hours, however rosters may be changed to reflect emergent needs.
- (d) The Clinical Director must be notified of and approve any shift changes agreed between senior medical officers.

#### 6.3.5 Evaluation of Extended Hours Arrangements

- (a) An examination of existing shift work arrangements may be requested by individual work areas. All requests must be in writing to the District Manager and be supported by the majority of affected employees. The examination will address those items included in clause 6.3.3 (b) (iv) to (xii) and will focus on addressing concerns raised by either employees or management.
- (b) Six months after the commencement of extended hours arrangements the parties will undertake a joint evaluation at the local level, of the arrangements implemented. If a majority of affected medical officers request an evaluation at any time thereafter, it must be conducted if any of the circumstances described in clause 6.3.3 (b)(xi) have arisen, or an evaluation has not been conducted for a period of 2 years or more. The evaluation will include representatives from the relevant unions and have regard for:
  - (i) Adherence to and continued relevance of agreed criteria for implementation;
  - (ii) The view of the stakeholders as to the success and/or suitability of the new arrangements;
  - (iii) Incidence of fatigue;
  - (iv) Any other matter either party may consider relevant in determining the effectiveness and ongoing suitability of the arrangements.
- (c) When the evaluation has been completed the roster will continue when:
  - (i) the majority of affected senior medical officers agree to continue the roster; and
  - (ii) appropriate fatigue risk control measures can be implemented for all identified fatigue risks;

Or, until circumstances arise as outlined in clause 6.3.3 (b)(xi) ie circumstances which give rise to suspension or cessation of the arrangements, or where the employer makes a decision the arrangement is no longer required..
- (d) The MIBB Group is to be notified where it is decided to either suspend or cancel the extended hours arrangement.

#### 6.3.6 Working of ordinary hours between 10.00pm and 7.00am

- (a) Where a doctor identifies that they wish to work ordinary hours between 10.00pm and 7.00am, they must raise this with District management.
- (b) District management must ensure affected work areas are consulted in relation to the impacts such a change will have on the workplace. The District Manager or delegate will need to confirm that the necessary workplace changes can be achieved to accommodate the doctor's request.
- (c) Where District Management and the relevant union/s support such an application, the individual doctor and the District Manager will jointly refer the request to the MIBB Group for endorsement. Where it is clear that the employee is voluntarily requesting such an arrangement, the MIBB Group will endorse the work arrangements put forward for approval. The union/s will not unreasonably withhold consent to support the application.
- (d) Such a decision by that individual will not be deemed to be the norm for the performance of work in that workplace. However, should the services of the individual doctor terminate, this will not preclude the Employer from advertising to fill such a vacancy consistent with those work arrangements, where the work of other employees has been rearranged to accommodate the individual

doctor's request. Other doctors currently employed will not be coerced into working the ordinary hours 10.00pm to 7.00am shifts that have been vacated by the terminating employee.

- (e) Where the individual doctor's circumstances change and they no longer wish to participate in such arrangements, they will be at liberty to withdraw with the giving of 3 months notice, unless otherwise agreed between the employer and the employee. Such notice period will allow the necessary changes to other work arrangements to occur. Other doctors currently employed will not be coerced into working the ordinary hours 10.00pm to 7.00am shifts that have been withdrawn from.
- (f) A doctor working ordinary hours between 10.00pm and 7.00am will be paid a 15% loading for ordinary hours worked between Monday and Friday where the major portion of such is worked between the hours 4.00pm and 7.00am on the following day. All other payments will be in accordance with clause 6.3.8 (a).

#### 6.3.7 Employees engaged and work arrangements in place prior to certification of this Agreement

- (a) Senior Medical Officers engaged prior to date of certification of this Agreement will not be required to participate in weekend extended hours arrangements, unless they choose to do so voluntarily.
- (b) Clause 6.3.7 (a) will not have application in circumstances where an employee is engaged on or after date of certification of this agreement.

#### 6.3.8 Payment for Working Extended Hours

- (a) Arrangements implemented following certification of this Agreement
  - (i) A Senior Medical Officer will receive 15% loading for ordinary time worked between Monday and Friday where the major portion of their rostered hours on that day is worked between the hours 4.00pm and 10.00pm. The 15% loading is in addition to the flexibility allowance provided for in clause 6.3.1 and neither of these are payable in addition to overtime;
  - (ii) (A) Where a Senior Medical Officer ceases their ordinary hours of duty after 6.00pm, that employee must be paid an allowance of 15% per hour for all time worked after 6.00pm;
    - (B) Clause 6.3.8 (a)(ii)(A) does not apply to an employee entitled to the payment under clause 6.3.8(a)(i), or to weekend penalty rates;
    - (C) In calculating the allowance prescribed in this clause payment must be made to the nearest quarter of an hour.
  - (iii) Where the majority of ordinary work is performed on Saturday all related continuous ordinary hours of work will be paid at time and a half;
  - (iv) Where the majority of ordinary work is performed on Sunday all related continuous ordinary hours of work will be paid at double time;
  - (v) All ordinary work performed on Good Friday, the 25<sup>th</sup> day of April (Anzac Day), Christmas Day, New Years Day, the 26<sup>th</sup> day of January (Australia Day), Easter Monday, the Birthday of the Sovereign and Boxing Day will be paid at time and a half;
  - (vi) All ordinary work performed on Labour Day, Show Day and Easter Saturday will be paid at double time and a half;
  - (vii) No entitlement exists for the payment of a Flexibility Allowance as provided in Clause 5.8.6 of the *District Health Services – Senior Medical Officers' and Resident Medical Officers' Award – State 2003*;
  - (viii) At least half an hour meal break to be taken during the afternoon or evening where the major portion of ordinary hours are worked between the hours of 4.00pm and 10.00pm (or 4.00pm to 8.00am in relation to clauses 6.3.6 or 6.3.8 (b)), which can be taken as a crib break and counted as work time in those cases where the employee remains on duty on site during the meal break period or attends official meetings during such period;

- (b) Terms and conditions of employment that apply to shift arrangements in place as at the date of this Agreement
  - (i) IRM 2.5-10 “Administrative Arrangements – Accident and Emergency Department – Senior Medical Staff” will continue to have application until midnight 31 December 2005. The terms and conditions outlined in clause 6.3.8(a) will have full application to employees working in shift arrangements implemented prior to the date of certification of this Agreement as from 1 January 2006.

#### **6.4 Overtime – Resident Medical Officers**

- 6.4.1 A Resident Medical Officer performing additional hours of duty in excess of the ordinary hours specified in clause 6.1 of this Agreement shall be, subject to the Medical Superintendent or their delegate determining that payment is justified, paid for such excess duty hours as follows:
  - (a) Monday to Saturday – time and one-half for the first 3 hours and double time thereafter;
  - (b) Sunday – double time;
  - (c) Public holidays – double time and one-half.
- 6.4.2 Without prejudice to existing entitlements under the relevant Award, as from the date of certification of this Agreement, an employee, who having become entitled to the payment of double time, will continue to be paid at that rate, including subsequent periods of recall prior to the commencement of their next ordinary starting time notwithstanding that such periods may occur after midnight.
- 6.4.3 Payment in terms of clauses 6.4.1 and 6.4.2 will not be unreasonably withheld by the employer.

#### **6.5 Overtime – Senior Medical Officers**

- 6.5.1 A Senior Medical Officer shall only be entitled to the payment of overtime in respect of clinical duties performed. Management shall not require attendance at meetings, teaching or administrative activities outside of rostered ordinary hours of work.
- 6.5.2 As from date of certification of this Agreement until midnight 31 December 2005, the overtime provisions of the *District Health Services – Senior Medical Officers’ and Resident Medical Officers’ Award – State 2003* will continue to have application unless overridden by a more beneficial provision in this Agreement.
- 6.5.3 As from 1 January 2006, a Senior Medical Officer who is required to work after the cessation of their ordinary hours (for those participating in flexible work arrangements in accordance with clause 6.2), or 8 hours, whichever is the greater period, shall for such excess hours be paid overtime at the rate of one and one-half times the ordinary hourly rate taken to the nearest quarter of an hour for the first 3 hours and double time thereafter other than overtime on a Sunday, which will be paid at double time.
- 6.5.4 All recall payments will be made in accordance with clause 6.12 of the *District Health Services – Senior Medical Officers’ and Resident Medical Officers’ Award – State 2003*. Clause 6.4.9 of the Award will be replaced with clause 6.5.6 of this Agreement as from 1 January 2006.
- 6.5.5 As from the date of certification of this Agreement, all overtime performed between midnight and 7.00am shall be paid at the rate of double the ordinary hourly rate calculated at 1/80<sup>th</sup> of the Senior Medical Officer’s fortnightly salary taken to the nearest quarter of an hour. Where overtime continues after 7.00am, the Senior Medical Officer shall continue to be paid double time until either that continuous period of overtime ceases or ordinary hours commence.
- 6.5.6 As from 1 January 2006, all overtime performed on the first rostered day off shall be paid at time and a half and all overtime performed on the second rostered day off shall be paid at double time. Overtime performed on any accrued day off shall be paid at the rate of one and one-half times the ordinary hourly rate for the first 3 hours and double time thereafter. Overtime on all such days will be taken to the nearest quarter of an hour with a minimum of 2 hours work or payment thereof.
- 6.5.7 All overtime performed on a public holiday shall be paid at the rate of double time and one-half the ordinary hourly rate calculated at 1/80<sup>th</sup> of the Senior Medical Officer’s fortnightly salary taken to the nearest quarter of an hour. This clause does not operate in respect of ordinary hours worked on a public holiday for which the provisions of clauses 6.3.8 (v) or 6.3.8 (vi) apply.

## **6.6 Professional Development Assistance – Senior Medical Officers**

- 6.6.1 As from 1 January 2006, all Senior Medical Officers will be paid a professional development allowance to the value of \$20,000 pa, which will be paid as a fortnightly allowance.
- 6.6.2 This allowance will be in lieu of the existing study and conference leave travel and expense entitlements.
- 6.6.3 All professional development leave will be subject to the approval of the Clinical Director or Medical Superintendent.
- 6.6.4 Existing travel and expense entitlement accruals will be cashed out at a rate and in a manner to be determined through MIBB.
- 6.6.5 Study and conference leave will, from 1 January 2006, be referred to as professional development leave. Accruals will change from the existing 1 week conference leave per annum and 13 weeks study leave per 5 years to an accrual of 3.6 weeks per year for a maximum of 10 years.
- 6.6.6 The provisions of this clause will have full application to International Medical Graduates. Clause 6.6.4 will only apply to International Medical Graduates with an existing entitlement to Study and Conference Leave.

## **6.7 Professional Development Assistance – Public Service Medical Officers**

- 6.7.1 As from 1 January 2006, all Senior Medical Officers (including Overseas Trained Doctors/International Medical Graduates) will be paid a professional development allowance to the value of \$20,000 pa, which will be paid as a fortnightly allowance.
- 6.7.2 This is a new allowance to assist Public Service Medical Officers to meet the cost of professional development.

## **6.8 Professional Development Assistance – MSRPPs/MORPPs**

- 6.8.1 As from 1 January 2006 all Medical Superintendents with Right of Private Practice (MSRPP) and Medical Officers with Right of Private Practice (MORPP) will be provided with a professional development allowance to the value of \$20,000 pa, which will be paid as a fortnightly allowance.
- 6.8.2 This is a new allowance to assist MSRPPs and MORPPs to meet the cost of maintaining procedural skills and other relevant professional development.

## **6.9 Professional Development Assistance – Resident Medical Officers**

### **6.9.1 Professional Development Leave**

- (a) As from date of certification of this Agreement all Resident Medical Officers (RMOs), other than Interns, will be entitled to accrue 1 week of professional development leave per year in addition to existing exam leave entitlements.
- (b) This leave may be accumulated for a period of up to 2 years, as long as the RMO remains in continuous employment with Queensland Health as a Resident Medical Officer.
- (c) Leave will not be cashed out upon cessation of employment. However, the MIBB Group will conduct every 6 months (or other period agreed by the MIBB Group) a review of professional development leave accessed by Resident Medical Officers. Such a review will identify and examine the reasons behind apparent low levels of professional development leave access in facilities where it is identified professional development leave is not being regularly accessed.

### **6.9.2 Access to training courses**

- (a) Interns will be provided with reasonable access to courses that will enable safe clinical practice (eg. EMST, APLS or equivalent nationally accredited courses offered by Queensland Health and country relieving preparation courses), at no cost to the employee, during ordinary working hours as they have no entitlement to professional development leave under this clause.

- (b) RMOs, other than Interns will be provided with reasonable access to courses that will enable safe clinical practice (eg. EMST, APLS or equivalent courses offered by Queensland Health and country relieving preparation courses), at no cost to the employee, during ordinary working hours where it is necessary to carry out the duties required by the employer.

#### 6.9.3 Improving access to training and education for Resident Medical Officers

An additional \$1.2M in non-recurrent funding will be made available over the life of this Agreement to be utilised to improve access to training and education for all Resident Medical Officers, with priority given to projects that facilitate access to education and training now and into the future, as well as to facilitating access to training and education for those Resident Medical Officers working in non-metropolitan locations. To achieve this aim, the MIBB Group will annually invite collaboratives involving Queensland Health employees and external bodies and/or professional colleges to submit proposals to the MIBB Group outlining initiatives for funding consideration by the MIBB Group.

#### 6.9.4 Vocational Training Subsidy

- (a) As from 1 January 2006 all Resident Medical Officers who confirm their acceptance and remain in a vocational training program will be entitled to the payment of a vocational training subsidy of \$1500 per annum.
- (b) The subsidy will be paid as a fortnightly allowance, with payment to commence from the first day of the pay period following the Resident Medical Officer providing satisfactory evidence of their acceptance as a vocational trainee with one of the specialty colleges, but no sooner than 1 January 2006.
- (c) Where a Resident Medical Officer ceases to participate in a vocational training program they will advise their Employer in writing of their change in status within 7 days of ceasing to be a vocational trainee. All overpayments made as a result of non-compliance with this clause will be fully recoverable by the Employer.
- (d) The subsidy is paid in recognition of the high cost of college membership, exam and course fees necessary to complete vocational training requirements in various specialty areas.

### 6.10 On Call Allowances

6.10.1 On call allowances have been increased in recognition of the disadvantages of holding oneself available on call, the clinical need to provide telephone advice whilst on call, and the need to return to the facility within clinically appropriate time frames.

#### 6.10.2 On Call – Resident Medical Officers

- (a) “On Call”:
  - (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 receiving salary level RMO1 to RMO3 inclusive is instructed to hold themselves available on call outside ordinary or rostered working hours, they will be paid a rate equivalent to 7% of the REG1 hourly pay rate for each hour on call.

Provided that, following implementation of the new classification structure on 1 January 2006, where a Resident Medical Officer receiving salary level 1 to 3 inclusive is instructed to hold themselves available on call outside ordinary or rostered working hours, they will be paid a rate equivalent to 7% of the salary level 4 hourly pay rate for each hour on call

- (a) Where a Resident Medical Officer receiving salary level REG1 to REG4 inclusive and SREG1 to SREG4 inclusive is instructed to hold themselves available on call outside ordinary or rostered working hours, they will be paid a rate equivalent to 8% of the REG1 hourly pay rate for each hour on call.

Provided that, following implementation of the new classification structure on 1 January 2006, where a Resident Medical Officer receiving salary level 4 to 13 inclusive is instructed to hold themselves available on call outside ordinary or rostered working hours, they will be paid a rate equivalent to 8% of the salary level 4 hourly pay rate for each hour on call.

- (b) Where a Resident Medical Officer is placed on proximate call, they will be paid a rate equivalent to 10% of the REG1 hourly pay rate for each hour on proximate call.

Provided that, following implementation of the new classification structure on 1 January 2006, where a Resident Medical Officer is placed on proximate call, they will be paid a rate equivalent to 10% of the salary level 4 hourly pay rate for each hour on proximate call.

### 6.10.3 On Call – Senior Medical Officers

Where a Senior Medical Officer is instructed to be available on call outside ordinary or rostered working hours, the Senior Medical Officer will be paid a rate equivalent to 12% of the MO1-7 hourly pay rate for each hour on call.

Provided that, following implementation of the new classification structure on 1 January 2006, where a Senior Medical Officer is instructed to be available on call outside ordinary or rostered working hours, the Senior Medical Officer will be paid a rate equivalent to 12% of the salary level 24 hourly pay rate for each hour on call.

## 6.11 Meal Breaks

Doctors will be entitled to have a meal break clear of work commitments. Where meal breaks cannot be accessed doctors will be paid overtime, at the applicable rate for that particular day, for a period of 30 minutes, other than in the circumstances outlined in clause 6.3.8 (a)(viii).

The Employer will facilitate access to meal breaks however; doctors are expected to make a reasonable effort to access such breaks, and this may require them to arrange appropriate clinical coverage as required.

## 6.12 Higher Duties – Resident Medical Officers

- 6.12.1 A Junior House Officer or Senior House Officer who is required to act in the position of Principal House Officer for periods of more than 3 days shall be entitled to be paid at the 1<sup>st</sup> year rate for a Principal House Officer and receive remuneration for on call and recall commensurate with acting in the position of Principal House Officer.
- 6.12.2 Resident Medical Officers are encouraged to raise with their Clinical Director in the first instance, or their Medical Superintendent if necessary, any reasonably founded concerns they may have in relation to being placed on call beyond their current level of professional capability.

## PART 7 – FATIGUE RELATED MATTERS

### 7.1 Commitment by the parties

- 7.1.1 Queensland Health and the unions recognise that fatigue impairs the capacity of employees to provide safe services to patients and represents a risk to the safety of the employee. Both parties are committed to establishing safeguards and control measures aimed at reducing risk from fatigue to patients and staff to as low as reasonably practicable.
- 7.1.2 Queensland Health and unions are committed to working together through the MIBB Group to remove factors within the health system, which lead to doctors being required to work inappropriate hours. Strategies to reduce inappropriate medical working hours shall not preclude the provision of emergency medical services.

### 7.2 Alert Doctors Strategy

An Alert Doctor Strategy concept proposal has been developed and funding of \$3.6M approved for an 18 month project to commence from 1 January 2006. The project plan will be developed through consultation and under the guidance of the MIBB Group. The strategy will include but not be limited to: risk management, work and role redesign, work pattern changes, and fatigue management policies and education.

### **7.3 Interim Fatigue Reporting and Management Arrangements**

7.3.1 Doctors will report the following to local management, in a manner to be agreed by the MIBB Group:

- (a) instances where hours of work exceed 16 hours of continuous work; or
- (b) instances where a doctor is required to work even though they are entitled to fatigue leave; or
- (c) where repeated work-related interruptions to sleep (including phone calls) whilst on call lead to fatigue and the employee has not had access to reasonable uninterrupted sleep before return to ordinary duty; or
- (d) where continuation overtime is worked in conjunction with recall such that an 8 hour break is not available before the recommencement of ordinary hours of work.

7.3.2 Where such instances are reported to local management, local management will ensure that processes (including locally negotiated stand down arrangements where there is no existing entitlement to fatigue leave) are put in place to assess and manage the risk of current and future fatigue instances.

7.3.3 As from 1 March 2006 District/State Managers must ensure all instances of individual doctors being required to work while fatigued are examined and possible control measures for managing fatigue risks are identified and reported to the Director, Alert Doctors Strategy, or other position agreed by the MIBB Group within 1 month of the incident being initially reported. This reporting will facilitate oversight of management responses by the MIBB Group.

### **7.4 Fatigue Policy Statement**

Clause 7.3 shall be reviewed with a view to replacing it with arrangements contained within a Queensland Health comprehensive policy statement, which will be developed in relation to the management of fatigue no later than 31 December 2006.

### **7.5 Fatigue Leave – Senior Medical Officers**

A Senior Medical Officer who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least 8 consecutive hours off duty shall, subject to the Medical Superintendent or delegate making an assessment of the organisation's ability to reasonably defer or delegate the medical officer's work, be released after completion of such overtime until they have had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

Provided that fatigue leave shall not be attracted where a period of overtime of 2 hours or less is worked whilst on-call.

## **PART 8 – NON-METROPOLITAN PROGRAM**

### **8.1 Purpose and elements of program**

The parties have agreed to implement a non-metropolitan program with the purpose of gaining:

- Maximum value for the non-metropolitan workforce;
- Maximum recruitment/retention impact where most needed;
- Best value for money for the state;
- Greatest efficiency and effectiveness in implementation.

Three different incentive schemes will be used to achieve this purpose:

- (i) Inaccessibility Incentive;
- (ii) Regional Development Incentive; and
- (iii) Regional Incentive.

The full details of these schemes are included in Schedule 3 of this Agreement.

## **PART 9 – WORKPLACE BULLYING**

Queensland Health recognises that workplace bullying is a serious workplace issue which is not acceptable and must be eliminated.

Queensland Health is committed to implementing the provisions of the Workplace Bullying Taskforce Report in full consultation with unions. This will be done during the life of the Agreement.

- Queensland Health will ensure that adequate education and training will be provided to all staff to ensure workplace bullying issues can be addressed at the local level.
- Parties to a workplace bullying incident may agree to mediation to attempt to resolve the situation. Appropriate counselling may be provided to any affected staff.
- If the matter cannot be addressed at a local level to the satisfaction of the affected staff member/s, the grievance process (IRM 3.5) can be accessed. Any grievance in relation to workplace bullying can be made in written form directly to the Director-General or approved delegate as outlined in IRM 3.5.
- Where relevant, investigation outcomes will ensure that any offender is appropriately counselled and, if required, disciplinary processes under the *Public Service Act 1996* will be used.

The SBU will be responsible to develop appropriate strategies, consultative processes, training and awareness initiatives to ensure this occurs. These responses will consider the relevant recommendations of the Queensland Health Systems Review and the Queensland Public Hospitals Commission of Inquiry.

The parties recognise that, subject to the approved recommendations of the Queensland Health Systems Review and the Queensland Public Hospitals Commission of Inquiry, the Queensland Health Code of Conduct sets the standard of appropriate workplace conduct and will not be used inappropriately where union delegates are undertaking legitimate union business or doctors are exercising their right to make a public interest disclosure under the *Whistleblowers Protection Act 1994* in relation to matters of public health and safety.

## **PART 10 – ORGANISATIONAL CHANGE AND RESTRUCTURING**

Organisational change and restructuring shall follow the agreed change management processes as outlined in the Queensland Health Change Management Guidelines. While ensuring the spirit of the guidelines is maintained, in applying the document, the parties acknowledge that it has been designed as guidelines to be applied according to the circumstances.

Consultative arrangements required to be followed in the management of any organisational change and restructuring proposal will be in accordance with the Queensland Health Change Management Guidelines, which includes consultation with all relevant unions.

All significant organisational change and/or restructuring that will impact on the workforce (e.g. job reductions, contracting out, deployment to new locations, major alterations to current service delivery arrangements) shall be undertaken in accordance with the Queensland Industrial Relations Commission Termination, Change and Redundancy Statement of Policy.

Where individuals unreasonably refuse to participate or cooperate in deployment/redeployment and retraining processes, the full provisions for managing redundancies shall be followed. No employee shall be redeployed against their will. In those cases where the offering of Voluntary Early Retirements (VERs) to selected employees is necessary, this will occur in full consultation with the relevant union/s.

## **PART 11 - EQUITY CONSIDERATIONS**

The parties are committed to the principles of equity and merit and thereby to the objectives of the *Equal Opportunity in Public Employment Act 1992*, the *Anti-Discrimination Act 1991* and the *Equal Remuneration Principle* (QIRC Statement of Policy 2002).

The Flexible Work Arrangements Guide has been developed for the purpose to achieve “Work Life Balance”. Queensland Health is committed to implementing all strategies and performance indicators as agreed.

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

**PART 12 – LEAVE RESERVED/NO EXTRA CLAIMS**

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

- (1) The employees, the Union or the Employer will not pursue any extra claims relating to wages or changes in conditions of employment or any other matters related to the employment of the employees, whether dealt with in the Agreement or not;
- (2) This Agreement covers all matters or claims that could otherwise be subject to protected action under the Act and its successors.

**SCHEDULE 1****WAGE RATES*****CORPORATE OFFICE******PUBLIC SERVICE MEDICAL OFFICERS' AWARD – STATE 2003***

Classification Level	Wage Rates payable from 01/09/2005		Wage Rates payable from 01/09/2006		Wage Rates payable from 01/09/2007	
	Per Fortnight \$	Per Annum \$	Per Fortnight \$	Per Annum \$	Per Fortnight \$	Per Annum \$
<b>L1</b>	\$3,376.50	\$88,089	\$3,511.50	\$91,613	\$3,652.00	\$95,277
<b>L2</b>	\$3,625.50	\$94,585	\$3,770.50	\$98,368	\$3,921.30	\$102,303
<b>L3</b>	\$3,907.70	\$101,949	\$4,064.00	\$106,027	\$4,226.60	\$110,268
<b>L4</b>	\$4,028.80	\$105,108	\$4,189.90	\$109,312	\$4,357.50	\$113,684
<b>L5</b>	\$4,148.80	\$108,238	\$4,314.70	\$112,568	\$4,487.30	\$117,070
<b>L6</b>	\$4,270.30	\$111,410	\$4,441.20	\$115,866	\$4,618.80	\$120,501
<b>L7</b>	\$4,391.30	\$114,565	\$4,566.90	\$119,148	\$4,749.60	\$123,914
<b>L8</b>	\$4,526.60	\$118,096	\$4,707.70	\$122,820	\$4,896.00	\$127,733
<b>L9</b>	\$4,763.30	\$124,272	\$4,953.90	\$129,243	\$5,152.00	\$134,412
<b>L10</b>	\$4,919.20	\$128,338	\$5,116.00	\$133,472	\$5,320.60	\$138,810
<b>L11</b>	\$5,072.10	\$132,326	\$5,274.90	\$137,620	\$5,485.90	\$143,124
<b>L12</b>	\$5,381.00	\$140,385	\$5,596.20	\$146,001	\$5,820.10	\$151,841
<b>L13</b>	\$5,513.40	\$143,839	\$5,733.90	\$149,593	\$5,963.20	\$155,577
<b>L14</b>	\$5,745.30	\$149,890	\$5,975.10	\$155,886	\$6,214.10	\$162,121

**HEALTH SERVICE DISTRICT****DISTRICT HEALTH SERVICES – SENIOR MEDICAL OFFICERS’ AND RESIDENT MEDICAL OFFICERS’ AWARD – STATE 2003**

Classification Level	Pay Point	Wage Rates payable from 01/09/2005	
		Per Fortnight \$	Per Annum \$
<b>Resident Medical Officer</b>	RMO1	\$1,876.00	\$48,944
	RMO2	\$2,038.00	\$53,170
	RMO3	\$2,186.20	\$57,036
<b>Registrar and Principal House Officer</b>	Reg 1	\$2,720.95	\$70,987
	Reg 2	\$2,793.50	\$72,879
	Reg 3	\$2,906.00	\$75,815
	Reg 4	\$2,995.90	\$78,161
<b>RMO - Registered as a Specialist - Not Appointed</b>	SREG1	\$3,250.00	\$84,790
	SREG2	\$3,599.00	\$93,898
	SREG3	\$3,627.80	\$94,647
	SREG4	\$3,657.30	\$95,416
<b>Medical General Practitioner Officer</b>	C1-1	\$4,003.70	\$104,453
	C1-2	\$4,128.90	\$107,720
<b>Medical General Practitioner Officer with FRACGP</b>	C1-1	\$4,003.70	\$104,453
	C1-2	\$4,128.90	\$107,720
	C1-3	\$4,253.50	\$110,971
	C1-4	\$4,379.80	\$114,265
	C1-5	\$4,504.80	\$117,528
<b>Staff Specialists</b>	MO1-1	\$4,128.90	\$107,720
	MO1-2	\$4,379.80	\$114,265
	MO1-3	\$4,508.70	\$117,628
	MO1-4	\$4,645.00	\$121,184
	MO1-5	\$4,890.40	\$127,587
	MO1-6	\$5,051.50	\$131,790
	MO1-7	\$5,210.30	\$135,933
<b>Senior Specialists</b>	MO2-1	\$5,371.50	\$140,139
	MO2-2	\$5,530.10	\$144,276
<b>Director Allowance Senior Medical Officers</b>			\$9,770
			\$6,906
			\$4,038
<b>Medical Superintendents / Deputy and Assistant Medical Superintendents</b>	MS-1	\$4,128.90	\$107,720
	MS-2	\$4,253.50	\$110,971
	MS-3	\$4,379.80	\$114,265
	MS-4	\$4,504.85	\$117,528
	MS-5	\$4,645.00	\$121,184
	MS-6	\$4,890.40	\$127,587
	MS-7	\$5,051.50	\$131,790
	MS-8	\$5,210.30	\$135,933
	MS-9	\$5,371.50	\$140,139
	MS-10	\$5,530.10	\$144,276
	MS-11	\$5,667.10	\$147,850
	MS-12	\$5,747.90	\$149,958
	MS-13	\$5,907.70	\$154,128

New Classification Level	Pay Point	Wage Rates payable from 01/01/2006 (New Classification Structure Implementation *)		Wage Rates payable from 01/09/2006		Wage Rates payable from 01/09/2007	
		Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
		\$	\$	\$	\$	\$	\$
L1	RMO1	\$1,981.90	\$51,706	\$2,061.20	\$53,774	\$2,143.60	\$55,925
L2	RMO2	\$2,147.00	\$56,014	\$2,232.90	\$58,255	\$2,322.20	\$60,585
L3	RMO3	\$2,312.20	\$60,323	\$2,404.70	\$62,736	\$2,500.85	\$65,245
L4	Reg 1	\$2,849.00	\$74,327	\$2,962.90	\$77,300	\$3,081.40	\$80,392
L5	Reg 2	\$2,931.60	\$76,482	\$3,048.80	\$79,541	\$3,170.70	\$82,722
L6	Reg 3	\$3,014.10	\$78,635	\$3,134.70	\$81,781	\$3,260.00	\$85,052
L7	Reg 4	\$3,138.00	\$81,868	\$3,263.50	\$85,142	\$3,394.00	\$88,548
L8	Reg 5	\$3,220.60	\$84,022	\$3,349.30	\$87,382	\$3,483.40	\$90,878
L9	Reg 6	\$3,303.10	\$86,176	\$3,435.30	\$89,624	\$3,572.70	\$93,208
L10	SREG1	\$3,633.50	\$94,794	\$3,778.80	\$98,586	\$3,929.90	\$102,529
L11	SREG2	\$3,757.30	\$98,025	\$3,908.70	\$101,976	\$4,063.90	\$106,024
L12	SREG3	\$3,881.10	\$101,256	\$4,036.40	\$105,307	\$4,197.90	\$109,519
L13	SREG4	\$4,003.70	\$104,453	\$4,163.90	\$108,632	\$4,330.40	\$112,977
L13	C1-1	\$4,003.70	\$104,453	\$4,163.90	\$108,632	\$4,330.40	\$112,977
L14	C1-2	\$4,128.90	\$107,720	\$4,294.10	\$112,029	\$4,465.80	\$116,510
L15	C1-3	\$4,253.50	\$110,971	\$4,423.70	\$115,410	\$4,600.60	\$120,026
L16	C1-4	\$4,379.80	\$114,265	\$4,554.90	\$118,835	\$4,737.20	\$123,589
L17	C1-5	\$4,504.80	\$117,528	\$4,685.00	\$122,229	\$4,872.50	\$127,119
L18	C2-1	\$4,624.40	\$120,646	\$4,809.30	\$125,472	\$5,001.70	\$130,491
L19	C2-2	\$4,748.20	\$123,878	\$4,938.20	\$128,833	\$5,135.70	\$133,986
L20	C2-3	\$4,890.40	\$127,587	\$5,086.00	\$132,691	\$5,289.50	\$137,998
L21	C2-4	\$4,996.00	\$130,341	\$5,195.80	\$135,555	\$5,403.60	\$140,977
L22	C2-5	\$5,119.80	\$133,572	\$5,324.60	\$138,915	\$5,537.60	\$144,472
L23	C2-6	\$5,243.70	\$136,805	\$5,453.50	\$142,277	\$5,671.60	\$147,968
L24	C3-1	\$5,371.50	\$140,139	\$5,586.40	\$145,745	\$5,809.80	\$151,574
L25	C3-2	\$5,530.10	\$144,276	\$5,751.30	\$150,047	\$5,981.30	\$156,049
L18	MO1-1	\$4,624.40	\$120,646	\$4,809.30	\$125,472	\$5,001.70	\$130,491
L19	MO1-2	\$4,748.20	\$123,878	\$4,938.20	\$128,833	\$5,135.70	\$133,986
L20	MO1-3	\$4,890.40	\$127,587	\$5,086.00	\$132,691	\$5,289.50	\$137,998
L21	MO1-4	\$4,996.00	\$130,341	\$5,195.80	\$135,555	\$5,403.60	\$140,977
L22	MO1-5	\$5,119.80	\$133,572	\$5,324.60	\$138,915	\$5,537.60	\$144,472
L23	MO1-6	\$5,243.70	\$136,805	\$5,453.50	\$142,277	\$5,671.60	\$147,968
L24	MO1-7	\$5,371.50	\$140,139	\$5,586.40	\$145,745	\$5,809.80	\$151,574
L25	MO2-1	\$5,530.10	\$144,276	\$5,751.30	\$150,047	\$5,981.30	\$156,049
L26	MO2-2	\$5,697.90	\$148,653	\$5,925.80	\$154,600	\$6,162.80	\$160,784
L27	MO2-3	\$5,863.00	\$152,962	\$6,097.60	\$159,081	\$6,341.50	\$165,444
L28	MO3-1	\$6,110.80	\$159,426	\$6,355.20	\$165,803	\$6,609.40	\$172,435
L29	MO4-1	\$6,441.10	\$168,043	\$6,698.70	\$174,765	\$6,966.70	\$181,756

\* See Clause 2.5 Implementation of Classification Structure for detail.

**HEALTH SERVICE DISTRICT****MEDICAL SUPERINTENDENTS WITH RIGHT OF PRIVATE PRACTICE AND MEDICAL OFFICERS WITH RIGHT OF PRIVATE PRACTICE – QUEENSLAND PUBLIC HOSPITALS AWARD – STATE 2003**

Classification Level	Pay Point	Wage Rates payable from 01/09/2005		Wage Rates payable from 01/09/2006		Wage Rates payable from 01/09/2007	
		Per Fortnight \$	Per Annum \$	Per Fortnight \$	Per Annum \$	Per Fortnight \$	Per Annum \$
<b>Medical Officers with Right of Private Practice</b>	MOR 1-1	\$3,606.60	\$94,094	\$3,750.90	\$97,858	\$3,900.90	\$101,772
	MOR 1-2	\$3,720.00	\$97,052	\$3,868.80	\$100,934	\$4,023.50	\$104,971
	MOR 1-3	\$3,828.50	\$99,884	\$3,981.70	\$103,879	\$4,140.90	\$108,034
<b>Medical Superintendents with Right of Private Practice</b>	MSR 1-1	\$3,606.6	\$94,094	\$3,750.90	\$97,858	\$3,900.90	\$101,772
	MSR 1-2	\$3,720.00	\$97,052	\$3,868.80	\$100,934	\$4,023.50	\$104,971
	MSR 1-3	\$3,828.50	\$99,884	\$3,981.70	\$103,879	\$4,140.90	\$108,034
	MSR 1-4	\$3,941.90	\$102,841	\$4,099.60	\$106,955	\$4,263.60	\$111,233
<b>Senior Medical Superintendents with Right of Private Practice</b>	MSR 2-1	\$4,054.60	\$105,783	\$4,216.80	\$110,014	\$4,385.50	\$114,414
	MSR 2-2	\$4,180.50	\$109,066	\$4,347.70	\$113,428	\$4,521.60	\$117,966

**SCHEDULE 2****MEDICAL MANAGERS AND CLINICAL MANAGERS ALLOWANCES**

Allowance Detail	Allowance Level	Rates payable from 01/01/2006		Rates payable from 01/09/2006		Rates payable from 01/09/2007	
		Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
		\$	\$	\$	\$	\$	\$
<b>Clinical Managers Allowance</b>	<b>CM1</b>	\$185.00	\$4,826	\$192.40	\$5,019	\$200.10	\$5,220
	<b>CM2</b>	\$277.50	\$7,239	\$288.60	\$7,528	\$300.10	\$7,829
	<b>CM3</b>	\$370.00	\$9,652	\$384.80	\$10,038	\$400.10	\$10,439
	<b>CM4</b>	\$462.40	\$12,065	\$480.90	\$12,547	\$500.20	\$13,049
	<b>CM5</b>	\$554.90	\$14,478	\$577.10	\$15,057	\$600.20	\$15,659
	<b>CM6</b>	\$647.40	\$16,890	\$673.30	\$17,566	\$700.20	\$18,269
	<b>CM7</b>	\$739.90	\$19,303	\$769.50	\$20,076	\$800.30	\$20,879
<b>Medical Managers Allowance</b>	<b>MM1</b>	\$138.70	\$3,619	\$144.60	\$3,772	\$150.10	\$3,915
	<b>MM2</b>	\$231.20	\$6,032	\$241.00	\$6,287	\$250.10	\$6,525
	<b>MM3</b>	\$416.20	\$10,858	\$433.80	\$11,317	\$450.20	\$11,744
	<b>MM4</b>	\$601.20	\$15,684	\$626.60	\$16,346	\$650.20	\$16,964
	<b>MM5</b>	\$786.10	\$20,510	\$819.40	\$21,376	\$850.30	\$22,183
	<b>MM6</b>	\$924.90	\$24,129	\$963.90	\$25,148	\$1,000.30	\$26,098
	<b>MM7</b>	\$1,063.60	\$27,749	\$1,108.50	\$28,921	\$1,150.40	\$30,013
	<b>MM8</b>	\$1,202.30	\$31,368	\$1,253.10	\$32,693	\$1,300.40	\$33,928
	<b>MM9</b>	\$1,341.10	\$34,987	\$1,397.70	\$36,465	\$1,450.50	\$37,842
	<b>MM10</b>	\$1,433.60	\$37,400	\$1,494.10	\$38,980	\$1,550.50	\$40,452

**SCHEDULE 3****1. NON-METROPOLITAN PROGRAM****1.1 Inaccessibility Incentive Scheme**

## 1.1.1 Application

- (a) The inaccessibility incentive scheme will apply to Senior Medical Officers and Resident Medical Officers; who are employed in the locations listed below.

**SMO & RMO INACCESSIBILITY INCENTIVE SCHEME \***

<b>Queensland Health Inaccessibility Category</b>	<b>Communities (Categorised by criteria of remoteness/inaccessibility)</b>	<b>Total Inaccessibility Package <sup>1</sup> (Allowance payable per annum)</b>
1	Bamaga Doomadgee Gunna (Mornington Island) Palm Island	\$48,300 ½ paid at completion of each 6 months service without pro rata entitlement
2	Charleville Cherbourg Thursday Island Weipa	\$41,400 ½ paid at completion of each 6 months service without pro rata entitlement
3	Cooktown Mount Isa St George	\$34,500 ½ paid at completion of each 6 months service without pro rata entitlement
4	Nil	\$27,600
5	Bowen Emerald Mareeba Roma	\$20,700 paid at completion of each 12 months service without pro rata entitlement
6	Atherton Ayr Charters Towers Dalby Gatton Goondiwindi Kingaroy Ingham Innisfail Mossman Proserpine Stanthorpe Tully Yeppoon Sarina	\$13,800 paid at completion of each 12 months service without pro rata entitlement
7	Beaudesert Gympie Gladstone Warwick	\$6,900 paid at completion of each 12 months service without pro rata entitlement

\*Applies to part time RMO's and SMO's on a pro-rata basis.

<sup>1</sup>. Payable as a full monetary incentive or used to fund broadband internet access and/or remote motor vehicle options outlined in 1.1.2(a) with remaining difference paid as an monetary incentive.

- (b) Employees must complete the period of service specified for their location as outlined above. All continuous service from 1 September 2005 will be recognised, however pro rata entitlements will not be paid upon cessation of employment in that location.
- (c) RRMA 4-7 communities have been included, with the exception of Hervey Bay/Maryborough and Noosa and Caloundra since these cannot be considered to experience the same level of "inaccessibility factor" in recruitment and retention of medical staff. RRMA categories have been graded using additional criteria of remoteness/inaccessibility and indigenous status. The categorisation of communities will be determined and maintained by the MIBB group.
- (d) The scheme is in recognition of the varied needs of medical officers working in such locations and includes assistance for such things as additional personal and family costs associated with everyday living expenses and travel for recreation, schooling of dependents and personal professional development.

- (e) The MIBB Group will have the authority to review or amend the scheme from time to time to ensure it continues to meet the principles outlined in 1.1.3.

#### 1.1.2 Benefits

- (a) Employees will be eligible for a monetary incentive; and non-monetary incentives, including:
- Broadband internet access at home for the family of the doctor;
  - Motor vehicle options specifically relevant to rural and remote road travel.
- (b) The total benefit will not exceed the dollar amount specified for that location specified in 1.1.1.
- (c) Benefits will be payable as follows:
- (i) Eligible beneficiaries in Inaccessibility Incentive category 1 to 3 locations will be paid half the annual benefit upon the completion of every 6 months eligible service;
  - (ii) Eligible beneficiaries in Inaccessibility Incentive category 3 to 6 locations will be paid the full annual benefit upon the completion of 12 months eligible service;
  - (iii) Where service occurs across different categories it will be paid on a pro-rata basis for each of the categories;
  - (iv) No benefit will be payable where the minimum periods of either 6 or 12 months are not worked except in the case of Resident Medical Officers as specified in 1.1.2 (c) (v);
  - (v) Resident Medical Officers in a recognised vocational training program will be paid the benefit on a pro-rata basis upon the completion of a cumulative total of 4 months or greater in eligible rotations in any one calendar year.

#### 1.1.3 Application and Management

The scheme will be applied and managed from a single centre (ie. developing 'Rural Medical Workforce Collaboration' or its equivalent) in a case management approach which:

- (a) Is sensitive to different regional circumstances;
- (b) Applies incentives with greatest utility to the workforce;
- (c) Achieves maximum application of the scheme to the workforce;
- (d) Is efficient;
- (e) Is consistent;
- (f) Is supportive of the workforce in the spirit of an incentive scheme;
- (g) Is applied as shown in 1.1.1.

- 1.1.4 Relevant communities deemed eligible for the 'Inaccessibility Incentive Scheme' under 1.1 also may be eligible for benefit under the 'Regional Incentive Scheme' (1.3).

## **1.2 Regional Development Incentive Scheme**

### **1.2.1 Application**

- (a) The Regional Development Incentive Scheme will apply to regional centres in evident need of substantially improved medical staff recruitment and retention. For the strict period 1 September 2005 to 31 August 2008 the scheme will apply to:
- (i) Mackay (\$383,211 per full financial year, or pro-rata for a part year);
  - (ii) Rockhampton (\$432,481 per full financial year, or pro-rata for a part year);
  - (iii) Bundaberg (\$284,671 per full financial year, or pro-rata for a part year); and
  - (ii) Maryborough/Hervey Bay (\$399,635 per full financial year, or pro-rata for a part year).
- (b) Six months before the conclusion of this Agreement, the MIBB Group will evaluate the impact of this incentive and determine how the available \$1.5M per annum recurrent will be allocated after the date of expiry of this Agreement.
- (c) An employee who receives a benefit under this scheme has no entitlement to a continuation of this benefit after 31 August 2008.
- (d) The Regional Development Incentive Scheme will apply in addition to the elements of the Regional Incentive Scheme specified in 1.3.

### **1.2.2 Management of Scheme**

The manner in which the incentive is applied to each regional centre will be in direct response to its most significant needs. These needs will be:

- (a) Determined through a consultative process involving Senior and Resident Medical Officers at each centre and their Unions together with District and Zonal Management; and
- (b) Overseen and monitored by the MIBB Group.

### **1.2.3 Benefit**

Benefits must be received personally (unless otherwise approved by the MIBB Group) by the Senior and Resident Medical Staff of each centre in the form of monetary or non-monetary incentives. These must be:

- (a) Based upon evidence or at least operationally self-evident;
- (b) Sensitive to different regional circumstances;
- (c) Applied with greatest utility to the workforce;
- (d) Achieve maximum application of the scheme to the workforce;
- (e) Efficient;
- (f) Consistent; and
- (g) Supportive of the workforce in the spirit of an incentive scheme.

## **1.3 Regional Incentive Scheme**

### **1.3.1 Application**

The Regional Incentive Scheme will apply to regional centres outside of the south-east Queensland greater metropolitan corridor and will include:

- (i) Cairns;
- (ii) Townsville;
- (iii) Mackay;
- (iv) Rockhampton;
- (v) Bundaberg;

- (vi) Maryborough/Hervey Bay;
- (vii) Toowoomba; and
- (viii) All communities listed in 1.1.1.

### 1.3.2 Description

- (a) The Regional Incentive Scheme will consist of:
  - (i) Revision of entitlement to accommodation and/or related allowances;
  - (ii) Reaffirmation of differential in Right of Private Practice entitlements;
  - (iii) Revision of existing non-metropolitan incentives so that they are integrated into this new single scheme and managed from a single centre in a case management approach.
  
- (b) The scheme will:
  - (ix) Be based upon evidence or at least operationally self-evident;
  - (ii) Be sensitive to different regional circumstances;
  - (iii) Apply incentives with greatest utility to the workforce;
  - (iv) Achieve maximum application of the scheme to the workforce;
  - (v) Be efficient;
  - (vi) Be consistent;
  - (vii) Be cost neutral; and
  - (viii) Be supportive of the workforce in the spirit of an incentive scheme.

1.3.3 The parties will jointly develop the scheme which will be implemented no later than 1 July 2006.

Signed for and on behalf of the Australian Salaried  
Medical Officers Federation, Industrial Organisation  
of Employees, Queensland:

Print Name:

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Signature

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Date

In the presence of:

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Signed for and on behalf of The Queensland  
Public Sector Union of Employees:

Print Name:

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Signature

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Date

In the presence of:

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Signed for and on behalf of the  
Queensland Department of Health

Print Name:

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Signature

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Date

In the presence of:

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