

INTEGRATED (HR/IR) RESOURCE MANUAL

Title: TERMS AND CONDITIONS OF EMPLOYMENT - RESIDENT MEDICAL OFFICERS NON AWARD	Number: IRM 2.7-5
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The conditions of employment of Resident Medical Staff are contained in the *DISTRICT HEALTH SERVICES - SENIOR MEDICAL OFFICERS' AND RESIDENT MEDICAL OFFICERS' AWARD - STATE 2003*.

A number of matters are not contained in the Award but are subject to administrative arrangements. Such administrative arrangements are detailed in the attached schedule.

Copies of the administrative arrangements should be made readily available to all relevant staff members.

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

**RESIDENT MEDICAL OFFICERS
ADMINISTRATIVE ARRANGEMENTS**

<u>SUBJECT</u>	<u>CLAUSE</u>
Board and Lodging	5
Duty Medical Officer	8
Higher Duties	11
Leave, Parental	4
Conference	3
Fatigue	1
Study	2
Public Holidays	10
Stand By Arrangements	9
Telephone Allowance	6
Travelling Allowance	7

CLAUSE 1. FATIGUE LEAVE

In addition to fatigue leave provisions contained in Clause 6.13 of the award, the following applies where an employee works overtime on days off.

- "(a) Any employee who works more than two hours overtime between 10.15pm on any day other than an ordinary rostered working day and the commencement of work on his ordinary rostered working day and who has not had at least eight consecutive hours off duty during the 15 hours immediately preceding the commencement of work on his next ordinary rostered working day shall be released after completion of such overtime until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of an authorised person such an employee resumes or continues work without having had such eight consecutive hours off duty, he shall be paid double rates until he is released from duty for such period and he shall be entitled to be absent until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence;
- (b) Provided that any call which commences after 7.00am prior to commencing duty on his next ordinary rostered working day would not count as time worked for the purpose of granting fatigue leave as stated in paragraph (a) above."

CLAUSE 2. STUDY LEAVE

Employees subject to the *DISTRICT HEALTH SERVICES - SENIOR MEDICAL OFFICERS' AND RESIDENT MEDICAL OFFICERS' AWARD - STATE 2003* are entitled to receive conditions for study leave in accordance with the approved Study and Research Assistance Scheme (SARAS).

CLAUSE 3. CONFERENCE LEAVE

Resident Medical Officers may apply to the Health Service District and be considered on their merits for conference leave.

CLAUSE 4. PARENTAL LEAVE

Resident Medical Officers shall be entitled to parental leave in accordance with IRM 11.7-2 – Parental Leave.

CLAUSE 5. BOARD AND LODGING (SECONDMENT OR ROTATION)

- (a) In addition to the board and lodging provisions contained in Clause 10.2 of the *DISTRICT HEALTH SERVICES - SENIOR MEDICAL OFFICERS' AND RESIDENT MEDICAL OFFICERS' AWARD - STATE 2003*, the following shall apply for Resident Medical Officers **on secondment or rotation**.
- (i) A Health Service District should provide furnished accommodation of a reasonable standard and size free of charge for Medical Officers on secondment or rotation for a period of **not more than two (2) months**.

- (ii) A reasonable standard and size of accommodation is to be determined having regard to the number of persons in the employee's immediate family/household.
- (iii) Provided, **that for periods in excess of two months**, where an employee has supplied satisfactory evidence, acceptable to the Health Service District that the employee is maintaining a principle residence at the location of the employing hospital and the employee is not deriving income from such residence, the Health Service District must provide or pay for quarters as applicable in (i), of a reasonable standard **free of charge up to a maximum of six (6) months**.
- (iv) After the two (2) month or six (6) month period, charges are levied as follows:-
 - **Single employees** as per Clause 10.2 of the Award "Board and Lodging – Resident Medical Officers".
 - **Employees with family** – charges shall be fixed by the District and shall be related to local commercial accommodation/rental charges as applicable to that standard of accommodation within the local environment.

CLAUSE 6. TELEPHONE ALLOWANCE

Resident Medical Officers are entitled to telephone allowances in accordance with IRM 2.2-3.

CLAUSE 7. TRAVELLING TIME (RELIEVING OR SECONDMENT)

"When relieving or on secondment an employee shall be allowed reasonable time to travel to and from another hospital having regard to such matters as distances to be travelled, mode of transport and availability of transport etc. provided that where such travel exceeds two (2) hours, it shall be undertaken in the employer's time".

CLAUSE 8. DUTY MEDICAL OFFICER

- (a) Definitions. For the purpose of this Clause:-
 - (i) "Duty Medical Officer" is a Registrar or Principal House Officer required to be on duty within ten minutes from within the hospital grounds and shall apply where a call to duty must be taken from an "On Call Room" within the hospital grounds other than the employee's place of residence.
 - (ii) "On Call Room" means a room within the Hospital grounds designated as such for exclusive use by the Duty Medical Officer in those hospitals where a Registrar or Principal House Officer is rostered as Duty Medical Officer. Provided that the room so designated has furnishings, fixtures and fittings appropriate for the purpose and of a reasonable standard.

- (b) An officer rostered outside the ordinary hours of duty to attend as Duty Medical Officer, shall be paid for such attendance as follows:-
- (i) Monday to Saturday: Time and one half for the first six (6) hours and double time thereafter
 - (ii) Sunday: Double time
 - (iii) Public Holidays: Double time and one half with a minimum of four hours

In no case shall the Duty Medical Officer be required to be on continuous duty and/or call for more than 36 hours, unless agreed to between the parties.

With the prior approval of the Medical Superintendent, or another authorised officer, the ordinary hours of duty may be reduced on any day where the Medical Superintendent or another authorised officer is satisfied that a reduction is necessary or desirable, having regard to undue strain, or other special circumstances. Such a reduction in hours shall not result in a loss of pay for normal working hours.

- (c) Duty Medical Officers shall be provided with accommodation of reasonable standard and meals.
- (d) Fatigue Leave provisions do not apply in conjunction with the Duty Medical Officer arrangements.

CLAUSE 9. STAND BY ARRANGEMENTS

A number of facilities have found that the Duty Medical Officer provisions are ineffective for a variety of reasons and have sought the endorsement of Queensland Health and the Queensland Public Sector Union (QPSU) to introduce as an alternative, "standby" arrangements.

Prior approval is required before any facility implements "standby" arrangements and a formal submission should be forwarded to the QPSU and Human Resource Branch, Corporate Office for negotiation. The principles of standby are as follows:-

1. Where Resident Medical Officers are instructed to hold themselves available outside ordinary or rostered working hours, they shall be paid in addition to their ordinary rate of pay, a stand-by allowance in accordance with the following scale:-
 - (a) 10% of the 4th Year Registrar weekly rate - Level 7 (known as Reg 4) for each 24 hours period Monday to Saturday inclusive.
 - (b) 15% of the 4th Year Registrar weekly rate – Level 7 (known as Reg 4) for each 24 hour period on Sunday.

Provided that the 24 hour period would commence at 8.30am or at the normal starting time.

2. In addition to (1), appropriate recall and overtime payment would be made in accordance with the *DISTRICT HEALTH SERVICES - SENIOR MEDICAL OFFICERS' AND RESIDENT MEDICAL OFFICERS' AWARD - STATE 2003*.
3. Fatigue leave would be granted if circumstances fall within the normal guidelines for fatigue leave as provided in the Award.
4. The Resident Medical Officer placed on call will be contactable at a mutually agreeable location and available for a return to duty in a reasonable negotiated time. Where this requires the Resident Medical Officer to reside away from their normal place of residence, then suitable accommodation including furnishings, fixtures, fittings, television set and telephone will be provided free of charge. In addition, free meals will be provided at the usual meal times.
5. The cleaning and maintenance of the rooms detailed in (4) will be the responsibility of the employer.
6. These arrangements will apply to those categories of staff who would normally participate in Duty Medical Officer or Proximate Call Arrangements. It does not apply to categories placed on remote call.

CLAUSE 10. PUBLIC HOLIDAYS

Where a Resident Medical Officer is rostered to work on a Public Holiday and the employer determines that the employee's services are not required, such ordinary hours so rostered shall be considered as time worked for the purpose of computing payment for excess hours.

CLAUSE 11. HIGHER DUTIES

Clause 5.8.1 of the *DISTRICT HEALTH SERVICES - SENIOR MEDICAL OFFICERS' AND RESIDENT MEDICAL OFFICERS' AWARD - STATE 2003* provides for the payment of higher duties where the employee temporarily occupies a position at a higher classification for a period of more than three (3) days.

Where difficulties are experienced within facilities with regards to periods of higher duty for Resident Medical Officers where the period is less than three (3) days, the following Administrative Arrangement is to apply:-

“In circumstances of an emergent clinical nature, and with the specific approval of the District Manager or approved delegate, an employee required to relieve in a higher capacity for less than three (3) days shall be paid not less than the minimum salary of the position they are temporarily filling in accordance with Clause 5.8.1 of the Award.”