



Visiting General Dental Practitioners, Oral Surgeons and Other Visiting Dental Specialists (Employees) - Terms and Conditions of Employment

Human Resources Policy

Effective Date: February 2010

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ATTACHMENT ONE Terms and conditions of employment for visiting oral surgeons
who meet the criteria in sections 8.9 or 8.10

1. PURPOSE

To outline the terms and conditions of employment for employees who are engaged as visiting general dental practitioners, oral surgeons and other visiting dental specialists.

2. APPLICATION

This policy applies to employees who are engaged as visiting general dental practitioners, oral surgeons and other visiting dental specialists.

3. GUIDELINES

Guidelines may be developed to facilitate implementation of this policy. The guidelines must be consistent with this policy.

4. DELEGATION

The 'delegate' is as listed in the Queensland Health Human Resource Delegations Manual as amended from time to time.

5. REFERENCES

- District Health Services Employees' Award – State 2003
- Visiting General Dental Practitioners, Visiting Oral Surgeons and Other Visiting Dental Specialists (Contracts) Terms and Conditions of Employment HR Policy B62

6. SUPERSEDES

- IRM 2.7-8 Terms and Conditions of Employment, Visiting General Dental Practitioners, Oral Surgeons and Other Visiting Dental Specialists – Employees

7. POLICY

This policy is to apply when employees are engaged as visiting general dental practitioners, oral surgeons and other visiting dental specialists.

8. APPLYING THE POLICY

8.1 Remuneration

Visiting general dental practitioners, oral surgeons and other visiting dental specialists are to be paid by electronic funds transfer. Payment by any other method is at the discretion of the employer.

These employees are to be paid the loaded rate when calculating payments for ordinary work and leave. The base rate is used for overtime calculations only.

8.1.1 Rates of pay for visiting general dental practitioners

Rates of pay for visiting general dental practitioners are as follows:

Base rate/hr as at 01/09/05	Base rate/hr as at 01/09/06	Base rate/hr as at 01/09/07	Base rate/hr as at 01/09/08	Base rate/hr as at 01/09/09	Base rate/hr as at 01/09/10
\$58.13	\$60.46	\$62.88	\$65.71	\$68.34	\$71.07

Loaded rate/hr as at 01/09/05	Loaded rate/hr as at 01/09/06	Loaded rate/hr as at 01/09/07	Loaded rate/hr as at 01/09/08	Loaded rate/hr as at 01/09/09	Loaded rate/hr as at 01/09/10
\$72.08	\$74.96	\$77.96	\$81.47	\$84.72	\$88.11

8.1.2 Rates of pay for visiting dental specialists and visiting oral surgeons

Rates of pay for visiting dental specialists and visiting oral surgeons are as follows:

Year	Base Rate/hour as at 01/09/05	Base Rate/hour as at 01/09/06	Base Rate/hour as at 01/09/07	Base Rate/hour as at 01/09/08	Base Rate/hour as at 01/09/09	Base Rate/hour as at 01/09/10
Year 1	\$71.59	\$74.45	\$77.43	\$80.91	\$84.15	\$87.52
Year 2	\$74.31	\$77.28	\$80.37	\$83.99	\$87.35	\$90.84
Year 3	\$77.02	\$80.10	\$83.30	\$87.05	\$90.53	\$94.15
Year 4	\$79.88	\$83.08	\$86.40	\$90.29	\$93.90	\$97.66
Year 5	\$82.47	\$85.77	\$89.20	\$93.21	\$96.94	\$100.82
Year 6	\$85.24	\$88.65	\$92.20	\$96.35	\$100.20	\$104.21
Year 7, 8 or 9	\$87.98	\$91.50	\$95.16	\$99.44	\$103.42	\$107.56
Year 10 and years thereafter	\$90.22	\$93.83	\$97.58	\$101.97	\$106.05	\$110.29

8.2 Senior specialist

Visiting oral surgeons who meet the criteria in section 8.10 may be eligible for appointment as a senior specialist and to be paid at the loaded hourly rate, as set out below:

Year	Loaded rate/hr as at 01/09/05	Loaded rate/hr as at 01/09/06	Loaded rate/hr as at 01/09/07	Loaded rate/hr as at 01/09/08	Loaded rate / hr as at 01/09/09	Loaded rate / hr as at 01/09/10
Year 1	\$88.78	\$92.33	\$96.02	\$100.34	\$104.35	\$108.52
Year 2	\$92.14	\$95.83	\$99.66	\$104.14	\$108.31	\$112.64
Year 3	\$95.50	\$99.32	\$103.29	\$107.94	\$112.26	\$116.75
Year 4	\$99.05	\$103.01	\$107.13	\$111.95	\$116.43	\$121.09
Year 5	\$102.26	\$106.35	\$110.60	\$115.58	\$120.20	\$125.01
Year 6	\$105.71	\$109.94	\$114.34	\$119.49	\$124.27	\$129.24
Year 7, 8 or 9	\$109.10	\$113.46	\$118.00	\$123.31	\$128.24	\$133.37
Year 10 and years thereafter	\$111.87	\$116.34	\$120.99	\$126.43	\$131.49	\$136.75

8.3 Sessions

8.3.1 Payment for sessions

The rates of remuneration payable to visiting general dental practitioners, visiting dental specialists, and visiting oral surgeons who have been engaged as employees are payable on an hourly basis. Payment is **not** to be made for a three hour session, when less than three hours work has been performed. Payment is only to be made for the number of hours worked.

Hospitals are to determine the necessary duration of sessions in conjunction with visiting general dental practitioners and dental specialists (refer also section 8.3.2).

8.3.2 Length of sessions

The sessional period can be of any length during which pre-arranged services are to be provided.

8.4 Increase in progressional scale

Although the scales in section 8.1.1 and 8.1.2 are aligned to the visiting medical specialists' scale, any range increase in the progressional scale for visiting medical specialists does **not** automatically flow on to visiting dental specialists or visiting oral surgeons.

8.5 Commencing rate for visiting dental specialists

The commencing rate on appointment for visiting dental specialists is to be on the basis of previous experience as a practising dental specialist after registration:

Less than 3 whole years experience	1 st year
From 3 whole years to 5 whole years' experience	2 nd year
From 6 whole years to 8 whole years' experience	3 rd year
9 whole years' experience and over	4 th year

8.6 Commencing rate for visiting oral surgeons

8.6.1 Commencement rate

The commencing rate on appointment for visiting oral surgeons, who meet the criteria set out in section 8.9, is to be on the basis of whole years of eligibility:

Less than 1 whole year eligibility	1 st year
1 whole year eligibility	2 nd year
2 whole years' eligibility	3 rd year
3 whole years' eligibility	4 th year
4 whole years' eligibility	5 th year
5 whole years' eligibility	6 th year
6, 7, 8 and 9 whole years' eligibility	7 th year
10 whole years' eligibility	thereafter rate

8.6.2 Eligibility date

Eligibility date is determined as the date of completion of the four years acceptable supervised experience following the possession of higher qualifications prescribed by the Dental Board of Queensland for specialist registration (refer section 8.9).

8.7 Progression – visiting dental specialists

Progression for visiting dental specialists is to be by annual increments to the 5th year rate from the date of commencing duty, i.e. after a period of 12 months continuous service, not after the equivalent hours of 12 months full-time service.

8.8 Progression – visiting oral surgeons

Progression for visiting oral surgeons is to be by annual increments to the 5th year rate from the date of commencing duty, i.e. after a period of 12 months continuous service, not after the equivalent hours of 12 months full-time service.

Visiting oral surgeons who meet the criteria in section 8.9 are to progress further from the 5th year rate by annual increments to the 7th year rate. The 10 years and thereafter rate is not payable until the visiting oral surgeon has been eligible for at least 10 whole years (refer section 8.6.2 for determining eligibility date).

8.9 Criteria – visiting oral surgeons for progression past the 5th year rate

The visiting oral surgeon is required to:

- have four years acceptable supervised experience (comparable to that required for the Diploma of Oral Surgery of the Royal Australian College of Dental Surgeons)
- possess higher qualifications prescribed by the Dental Board of Queensland for specialist registration.

8.10 Appointment of oral surgeons as senior specialists

8.10.1 Eligibility

Visiting oral surgeons who fulfil certain conditions may be eligible to be designated as a senior specialist. Payment for services is to be at the senior specialist rate (refer section 8.2). The designation of a visiting oral surgeon as a senior specialist is to be regarded as a designation for special and sustained merit, and is not an automatic right.

When recommendations are made for the designation, consideration of such merit in any or all of the below areas are to be given:

- hospital service
- teaching
- research
- administration
- clinical skills

The position of senior specialist is intended to be a predominantly hospital oriented designation.

8.10.2 Criteria for appointment

Basic requirements for the designation are that the visiting oral surgeon has been:

- practising
- eligible for registration by the Dental Board of Queensland in the appropriate speciality in excess of 14 years
- employed in that speciality in the hospital from which the application is made for not less than one year.

8.10.3 Appointment process

A visiting oral surgeon who fulfils the above conditions and who can demonstrate special, sustained merit in any of these areas may apply to the employing district requesting designation as a senior specialist. The application is to include:

- the curriculum vitae of the visiting oral surgeon
- reasons for the application
- the area/s of special merit that are thought to support the designation.

The district is to acknowledge the application and forward (in confidence) the request to the Chief Health Officer (CHO).

The CHO is to convene a meeting of a committee not more than six months following the receipt of the application. If any member of the committee is unable to attend, a written opinion from that member is to be accepted by the committee. The committee is to consist of the following people:

- CHO (or nominee) who is to be chair.
- Medical superintendent of the hospital/health facility.
- State Manager, Oral Health Unit.
- District manager or representative.
- A representative of the Faculty of Dentistry, University of Queensland.
- A representative of the Australian Dental Association.

When the above committee has reached a decision, the CHO is to forward to the district CEO a recommendation as to whether the visiting oral surgeon is or is not to be designated as a senior specialist. The district CEO is to then consider the matter and notify the applicant of its decision.

8.10.4 Appeals

No appeal on the decision of the district is possible. However an unsuccessful applicant may resubmit an application not less than 12 months from the date of submission of the unsuccessful application.

8.10.5 Rates of pay for visiting oral surgeons – senior specialist rates

Rates of pay for visiting oral surgeons – senior specialist rates are as follows:

Base rate/hr as at 01/09/05	Base rate/ hr as at 01/09/06	Base rate/hr as at 01/09/07	Base rate/hr as at 01/09/08	Base rate/hr as at 01/09/09	Base rate/hr as at 01/09/10
\$95.14	\$98.95	\$102.91	\$107.54	\$111.84	\$116.31

Loaded rate /hr as at 01/09/05	Loaded rate/ hr as at 01/09/06	Loaded rate /hr as at 01/09/07	Loaded rate /hr as at 01/09/08	Loaded rate /hr as at 01/09/09	Loaded rate /hr as at 01/09/10
\$117.97	\$122.69	\$127.60	\$133.34	\$138.67	\$144.22

8.11 Conditions of appointment

8.11.1 Visiting general dental practitioners and dental practitioners and dental specialists

Conditions of appointment for visiting general dental practitioners and visiting dental specialists are as prescribed by the District Health Services Employees' Award – State 2003.

8.11.2 Visiting oral surgeons

Visiting oral surgeons who meet the criteria in sections 9 or 10 are to receive the conditions of employment detailed in attachment one. The conditions, as set out in the Terms and Conditions of Employment, Queensland Government Visiting Medical Officers 2001 do **not** apply to visiting oral surgeons.

8.12 Superannuation guarantee charge

Similar options in relation to the superannuation guarantee charge (SGC) apply to visiting general dental practitioners, visiting oral surgeons and other visiting dental specialists as applies to visiting medical officers (refer Visiting General Dental Practitioners, Visiting Oral Surgeons and Other Visiting Dental Specialists (Contracts) Terms and Conditions of Employment HR Policy).

The contract attached to Visiting General Dental Practitioners, Visiting Oral Surgeons and Other Visiting Dental Specialists (Contracts) Terms and Conditions of Employment HR Policy is to be used.

9. HISTORY

February 2010	Developed as a result of the HR policy consolidation project.
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**TERMS AND CONDITIONS FOR VISITING ORAL SURGEONS WHO MEET THE
CRITERIA IN SECTIONS 8.9 or 8.10**

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1. PRELIMINARY

1.1 Date of operation

This arrangement shall take effect as from the 7th day of November 1991.

2. TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Contract of employment

2.1.1 Employees shall be appointed on a permanent basis, subject to a probationary period of one (1) year.

2.1.2 Tenure of the office of an employee shall depend upon good behaviour and be subject to the following additional conditions, viz:-

(a) If the employee becomes, in the opinion of the Employer, unable to perform the duties of the position, the Employer shall be at liberty to appoint temporarily a substitute and to terminate the appointment upon the giving of three (3) months' notice.

(b) An Employer shall have power to remove an employee from office for serious misconduct subject to the provisions of the relevant legislation.

2.1.3 An Employer may appoint a Relieving Practitioner to perform sessional services in the absence of an employee or in the event of a short term increase in sessional requirements.

2.1.4 Except as provided in subclause 2.1.3, an employee shall be appointed to provide sessional services at times scheduled by the Employer and specified in an instrument of appointment.

2.1.5 Where an Employer decides to vary the sessions specified in the instrument of appointment of an employee, a minimum of three (3) months notice in writing shall be given to the employee setting out the reasons for the variation; provided that a lesser period of notice may be mutually agreed in writing between the Employer and the employee.

2.1.6 Where an employee desires to vary the sessions specified in an instrument of appointment, a minimum of three (3) months notice in writing shall be given to the Employer outlining the reasons for the variation; provided that a lesser period of notice may be mutually agreed in writing between the Employer and the Employee. Provided further that final approval in respect of an adjustment to the sessional hours as addressed in this subclause shall rest with the Employer.

2.1.7 Except in the case of dismissal for misconduct, an employee shall receive three (3) months notice of termination of employment or receive payment of three (3) months salary in lieu thereof and shall give to the employer three (3)

months notice of leaving such employment or forfeit three (3) months salary in lieu thereof.

- 2.1.8** The Employer and the employee may mutually agree to a lesser period of notice in lieu of the period specified in this clause.

2.2 Introduction of changes, termination of employment in cases of redundancy

Except as provided for in Clause 2.1 hereof, Employers and Employees to whom this Agreement applies shall observe the terms and conditions of the *Statement of Policy of Termination of Employment, Introduction of Changes and Redundancy* contained in the decisions of the Full Bench of the Commission dated 16 June 1987, and published in the Queensland Government Industrial Gazette Vol 125, folios 1119-1121, as amended by 125 QGIG 1377 and 126 QGIG 188:

Provided that the provisions of Clause A (Termination of Employment) contained in the aforesaid Statement of Policy shall not have application under this Agreement, except in circumstances resulting from introduction of changes and/or redundancy as set out in Clauses B and C respectively of the Statement of Policy.

Each Employer shall display a copy of the aforementioned decision of the Full Bench of the Commission in such a position as to be easily read by the employees.

2.3 Grievance procedures

The matters to be dealt with in this procedure shall include all grievances or disputes between an Employee and an Employer in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Such procedure shall apply to a single employee or to any number of employees.

- 2.3.1** In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances.

- 2.3.2** If the grievance or dispute is not resolved under subclause 2.3.1 hereof, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within twenty-four (24) hours after the request by the employee or the employee's representative.

- 2.3.3** If the grievance or dispute is still unresolved after discussions listed in subclause 2.3.2 hereof, the matter shall be reported to the employee's nominated Industrial Representative and the relevant Senior Management of the Employer or the Employer's nominated Industrial Representative. This

should occur as soon as it is evident that discussions under subclause 2.3.2 hereof will not result in resolution of the dispute.

- 2.3.4** If, after discussion between the parties, or their nominees mentioned in subclause 2.3.3, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given in pursuance of Section 239(2) of the *Workplace Relations Act 1997*.
- 2.3.5** Whilst all of the above procedure is being followed, normal work shall continue except in a case of a genuine safety issue.
- 2.3.6** The status quo existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 2.3.7** All parties shall give due consideration to matters raised or any suggestion or recommendation made by an Industrial Commissioner or Industrial Magistrate with a view to the prompt settlement of the dispute.
- 2.3.8** Any Order of the Queensland Industrial Relations Commission (subject to the parties right of appeal under the Act) will be final and binding on all parties to the dispute.
- 2.3.9** Discussion at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute pursuant to Section 239(2) of the *Industrial Relations Act 1999*.

3. DEFINITION, WAGES AND ALLOWANCES

3.1 Definition

- 3.1.1** 'Employer' means the Queensland Government Department, Queensland Corrective Services Commission, District Health Service or the Corporation of the Sisters of Mercy in Queensland in respect to the Mater Misericordiae Public Hospitals, South Brisbane respectively, in which an Employee is employed.
- 3.1.2** 'Employee' means a Visiting Senior Oral Surgeon, or, a Visiting Oral Surgeon who incurs ongoing private practice costs.
- 3.1.3** 'Relieving Practitioner' means a Visiting Senior Oral Surgeon or Visiting Oral Surgeon who is appointed to provide sessional services on an ad hoc or periodic basis in accordance with this Agreement.
- 3.1.4** 'Appropriate sessional rate' means the hourly rate including loading where appropriate, prescribed for each classification of Employee specified in Section 1 or 2 of this policy.

3.1.5 'Public Holiday' means Good Friday, Easter Saturday, Easter Monday, Show Day, Labour Day, Anzac Day, Christmas Day, Boxing Day, New Years Day, Australia Day, and the Birthday of the Sovereign, or any day appointed under the *Holidays Act 1983* to be kept in place of any such holiday.

3.2 Wages

3.2.1 Rates of payment

- (a) The rates of payment for Visiting Oral Surgeons and Visiting Senior Oral Surgeons are set out in Section 1 or 2 of this policy.
- (b) The rates of payment specified in Section 1 and 2 of this policy consists of the following components:
 - Salary;
 - Superannuation; and
 - Private Practice Costs.

The loaded hourly rate is equal to the Base Hourly Rate plus 24%.

3.2.2 Commencing rates

- (a) The Commencing rates for Visiting Oral Surgeons are detailed in Section 6 of this policy.
- (b) Visiting Oral Surgeon - Country Areas

A visiting oral surgeon who is the sole specialist in a particular field employed in a country area shall be employed at a commencing rate of not less than the 4th year rate.

3.2.3 Progression

- (a) Incremental advancement for all employees subject to this Agreement shall be dependent upon the individual employee having achieved performance objectives as certified by the Employer.
- (b) Subject to (a) above, the progression details for Visiting Oral surgeons are set out in Section 8 of this policy.

3.3 Structural efficiency

3.3.1 Incidental and peripheral tasks

- (a) The Employer may direct an Employee to carry out such duties as are reasonably within the limits of the Employee's skill and competence and training. Provided that such duties are not designed to promote de-skilling.

- (b) The Employer may direct an Employee to carry out such duties and use such tools and equipment as may be required provided that the Employee has been properly trained in the use of such tools and equipment (where relevant)
- (c) Any direction issued by the Employer pursuant to provisions (a) and (b) shall be consistent with the Employers' responsibilities to provide a safe and healthy working environment.

3.3.2 Modernisation of terms and conditions

- (a) The parties are committed to improving the efficiency and productivity of employees, management practices and work organisation.
- (b) The Agent for the employees is prepared to discuss all matters raised by the Employer for increased flexibility. Any such proposals for change will not be applied in a negative cost-cutting manner and should as far as possible be introduced by agreement of the majority of the employees concerned.
- (c) The parties commit themselves to the following principles as part of the Structural Efficiency process in accordance with the provisions of this clause:-
 - (i) identify and implement initiatives resulting in more efficient work practices; and
 - (ii) adopt positive measures to eliminate discriminatory provisions from work and management practices.
- (d) The parties agree that under this heading any matter can be raised for discussion.

4. HOURS OF WORK, OVERTIME

4.1 Hours of work

4.1.1 Unless otherwise agreed between the Employer and an Employee, an Employee shall provide sessional services between 8.00am and 6.00pm, Monday to Friday.

4.1.2 A session may be of any length but shall not exceed 7.75 hours in any one day. The total of sessional attendances scheduled per week shall not exceed thirty-two (32) hours for any employee.

Provided that with mutual agreement the total sessional attendances scheduled for an employee may be averaged so as not to exceed sixty-four (64) hours in any one fortnight.

4.2 On call

If on call arrangements are required by the Employer the following will apply.

4.2.1 When, in the opinion of the Employer after considering the clinical needs of the Facility/Department, the availability of an Employee is advisable at other than sessional times, such an Employee shall be rostered to be 'on call'. Provided that without mutual consent an Employee shall not be rostered on call for more than fourteen (14) on call sessions, as defined, in any fourteen (14) day period commencing 8.00am, on Monday.

4.2.2 Definition

On call sessions are from 6.00pm, on one day to 8.00am, on the following day, and from 8.00am to 6.00pm the same day on Saturdays, Sunday and Public Holidays (or mainly between those hours). On call arrangements are not applicable between 8.00am to 6.00pm the same day on Monday to Friday unless the day is a Public Holiday.

4.2.3 Duties

During each on call period for which an Employee is rostered the Employee shall:

- be available to provide professional service of a clinical nature; and
- be capable of being contacted without undue delay by the Employer or a delegate.

4.2.4 Payment

Payment for each on call session for which an Employee is rostered shall be thirty per cent (30%) of one (1) hour at the appropriate base hourly rate specified in subclause 3.2.1 of Clause 3.2 (Wages) of this Attachment.

4.3 Call back**4.3.1 Definition**

Call back refers to the attendance of an Employee at the Facility/Department to provide services of a clinical nature at times other than scheduled sessions. In this situation the Employee is requested to attend by the Employer or a delegate.

4.3.2 Attendance when rostered on call

When an Employee is rostered on call the Employee shall when requested by the Employer or a delegate forthwith attend at the Facility/Department and provide the necessary services of a clinical nature.

4.3.3 Non-rostered attendance

An Employee who is not rostered on call and who receives an urgent request as above to attend the Facility/Department for call back, may elect not to attend. In making a decision to accept or to reject the request the Employee should consider any existing clinical responsibilities and ethical issues in regard to patient needs. If the Employee accepts the request then all necessary treatment shall be provided forthwith.

4.3.4 Payment

Payment for call back shall be at the rate of one and a half (1.½) times the appropriate base hourly rate specified in subclause 3.2.1 of Clause 3.2 (Wages) with a payment for a minimum time of two (2) hours for the first call back, and one (1) hour for any subsequent call back in any period of 24 hours. Any subsequent call back within the respective minimum periods of two (2) and one (1) hours, shall not be regarded as a separate call back. Time in excess of the above minimal periods shall be calculated to the nearest quarter of an hour.

4.4 Continuation of duty**4.4.1 General**

When circumstances arise during a session which require an Employee to continue providing service for more than the scheduled length of the session, then continuation of duty provisions will apply.

These provisions will also apply when after a request from the Employer or a delegate an Employee agrees to continue to provide services after the scheduled session has been completed.

For the purposes of this clause only time worked in addition to the scheduled length of the session will be considered as extra time and eligible for payment as continuation of duty.

4.4.2 Payment

Payment for continuation of duty will be at the appropriate loaded hourly rate specified in subclause 3.2.1 of Clause 3.2 (Wages) calculated to the nearest quarter of an hour.

4.5 Self initiated attendance**4.5.1 General**

When a need exists for an Employee to provide services other than during sessions, call back or continuation of duty, then an entitlement expressed in hours per week for self-initiated attendances may be established by the Employer from time to time.

When an Employee feels that a need for such services exists an application is to be made to the Employer. The Employer may determine an entitlement for self initiated attendance. Such an entitlement would be expected to apply for extended periods and not normally be used for short term requirements.

No more than three (3) hours per week of self-initiated attendance shall be granted.

4.5.2 Payment

The Employee shall be paid at the appropriate loaded hourly rate specified in subclause 3.2.1 of Clause 3.2 (Wages) multiplied by the number of hours of entitlement determined in accordance with subclause 3.2.1.

This remuneration will be paid regardless of the amount of service actually performed in each week. No payment will be made if the Employee is on leave.

5. STATUTORY HOLIDAYS, LEAVE

5.1 Annual leave

5.1.1 In the case of Employees engaged by a Government Department and the Queensland Corrective Services Commission, recreation leave shall be allowed annually for a period of four (4) weeks on full pay and in all other cases for a period of five (5) weeks on full pay, in each case with a maximum accumulation of two (2) years. Where an entitlement exists to five (5) weeks leave, one of such weeks shall be in lieu of work performed on the Statutory Holidays as highlighted in clause 5.2 hereof.

5.1.2 Leave shall be taken at a time which is mutually convenient to the Employer and the Employee.

5.1.3 Except in the case of dismissal for misconduct where no payment will be made, on resignation or on termination of service the maximum cash equivalent of recreation leave payable shall not exceed two (2) years' entitlement.

5.1.4 An Annual Leave loading of seventeen and one half per centum (17.½%) shall be payable to Employees calculated on a period of four (4) weeks.

5.1.5 Where there is a compulsory closure of services over the Christmas/New Year period, Employees scheduled to provide services during that period shall have their annual leave entitlement debited by the number of working days between Christmas Day and New Year's Day inclusive.

5.2 Statutory holidays

For the purposes of this Agreement Good Friday, Christmas Day, the twenty-fifth day of April (Anzac Day), the first day of January, the twenty-sixth day of

January, Easter Saturday (the day after Good Friday), Easter Monday, the Birthday of the Sovereign, and Boxing Day or any day appointed under the *Holidays Act 1983* to be kept in place of any such holiday, shall be Public Holidays.

5.3 Sick leave

5.3.1 An Employee shall be allowed sick leave of absence, providing that the amount of leave so granted does not exceed two (2) weeks on full pay for each completed year of service, having regard also the number of sessions worked from time to time. There shall not be any pro rata payment of undrawn sick leave on resignation or on termination of service.

5.3.2 Where Employees become ill during a period of Recreation or Long Service Leave, they may apply for sick leave in lieu of such leave, provided that:

- (a) in the case of recreation leave the period of illness is in excess of three (3) days duration; and
- (b) in the case of Long Service Leave the period of illness is in excess of one (1) week duration and, where necessary, the period of absence from duty is extended so as to comply with the provisions of Department of Industrial Relations Directive 1/01 Long Service Leave.

Each application shall be considered on its merits by the Employer and shall be supported by a medical certificate covering the period of illness.

5.3.3 No deduction in payment will be made for absence due to sickness when approval has been obtained in accordance with this clause and an entitlement to paid sick leave exists.

5.4 Long service leave

An Employee employed by a Government Department or the Queensland Corrective Services Commission shall be entitled to Long Service Leave in accordance with the provisions of Department of Industrial Relations Directive 1/01 Long Service Leave.

5.5 Conference leave

5.5.1 In the case of Employees employed by Government Departments or the Queensland Corrective Services Commission leave with pay to attend conferences may be granted upon application to the Employer in accordance with approved conference leave arrangements.

5.5.2 In the case of Employees employed by District Health Services including the Mater Misericordiae Public Hospitals, South Brisbane leave with pay for three weeks per year to attend conferences shall be granted provided satisfactory arrangements can be made for services to be carried on. Such leave may be

allowed to accumulate for up to four years and shall be deemed to cover activities and attendances at lectures and meetings.

6. MISCELLANEOUS PROVISIONS

6.1 Payment for services

6.1.1 Where on any occasion an Employee is late for the commencement of a session and/or reduces the duration of a session of the Employee's own accord, payment shall only be made for the time worked, calculated to the nearest quarter of an hour.

6.1.2 Where an Employer on any occasion has been unable to provide the required amount of pre-arranged services for an Employee, then payment shall be made for the full session.

6.1.3 Where a session is cancelled for any reason by the Employer, Employees shall be remunerated as if they had worked in accordance with the projected sessional roster agreed for that particular day provided that payment shall not be made where the session is cancelled at the instigation of the Employee, including cancellation of a session where the Employee is required to perform private dental services.

6.1.4 A Relieving Practitioner shall be paid at the appropriate sessional rate to which the Employee is entitled under this Agreement plus a loading of nineteen per cent in lieu of Recreation Leave, Public Holidays, Sick Leave, Long Service Leave and Conference Leave.

6.1.5 The following provisions apply in relation to Public Holidays and other absences.

- (a) Deductions shall not be made in the remuneration of an Employee when a normal session is not worked because it falls on a public holiday.
- (b) If a session, which would normally fall on a public holiday, is rescheduled to another day then no additional remuneration is payable for the rescheduled session.
- (c) Deductions shall not be made in the remuneration if an Employee is unable to attend a session for a reason other than sickness or to attend conferences provided that:
 - (i) the Employer is given prior notification of the intending absence and the reason given is accepted by the Employer/Director; and
 - (ii) the time missed is made up at a time approved by the Employer/Director.

- (d) In other circumstances, the appropriate deduction in remuneration shall be made.

6.1.6 Payment for services provided by an Employee shall be made at least fortnightly by electronic funds transfer provided that payment other than by this method shall be at the discretion of the Employer.