

Summary of Proposed Agreement

Visiting Medical Officers' Employees (Queensland Health) Certified Agreement (No.1) 2023 (VMO1)

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The table below summarises some of the main features of the proposed *Visiting Medical Officers' Employees (Queensland Health) Certified Agreement (No.1) 2023 (VMO1)*.

Please note, this is not an exhaustive list and reference should be made to the full copy of the proposed Agreement.

Note: Employees need to be employed as at date of certification to be entitled to receive backpay.

PART 1		PRELIMINARY MATTERS
Clause 1.1	Title	<i>Visiting Medical Officers' Employees (Queensland Health) Certified Agreement (No.1) 2023.</i>
Clause 1.2	Parties bound	State of Queensland (Queensland Health) (ABN 66 329 169 412) Hospital and Health Services (HHS) Australian Salaried Medical Officers' Federation Queensland, Industrial Organisation of Employees (ASMOFQ) Together Queensland, Industrial Union of Employees (TQ)
Clause 1.3	Application	State of Queensland (Queensland Health) Each Hospital and Health Service Visiting Medical Officer Employees employed by them.
Clause 1.4	Date and period of operation	The Agreement will operate from the date of certification until the nominal expiry date of 30 June 2026.
Clause 1.5	Renewal or replacement of this Agreement	Commence negotiations in good faith at least five (5) months prior to 30 June 2026. The Agreement is to be terminated upon certification of the replacement Agreement.
Clause 1.6	Relationships with Awards and other conditions	The following clauses of the <i>Medical Officers (Queensland Health) Award – State 2015</i> , as amended or replaced from time to time, will be incorporated into this Agreement: <ul style="list-style-type: none"> (a) Clause 1 (Title) (b) Clause 2 (Operation) (c) Clause 5 (The Queensland Employment Standards and this Award) (d) Clause 6 (Enterprise flexibility and facilitative award provisions)

		<ul style="list-style-type: none"> (e) Clause 8 (Types of employment) applies in part as follows: <ul style="list-style-type: none"> i Clause 8.1 (Record of appointment – all medical officers) ii Clause 8.8 (Anti-discrimination) (f) Clause 9 (Termination of employment) applies in part as follows: <ul style="list-style-type: none"> i Clause 9.1 (Notice of termination of employment) ii Clause 9.4 (Notice cannot be offset) iii Clause 9.5 (Job search entitlement) iv Clause 9.6 (Statement of employment) (g) Clause 10 (Redundancy) (h) Clause 11 (Consultation – Introduction of changes) (i) Clause 15 (Payment of salaries – all medical officers) (j) Clause 23 (Personal leave) (k) Clause 24 (Parental leave) (l) Clause 25 (Long service leave) (m) Clause 27 (Jury service) (n) Clause 33 (Training, learning and development) (o) Clause 34 (Clothing and laundry – all medical officers) (p) Clause 35 (Union encouragement) (q) Clause 36 (Union delegates) (r) Clause 37 (Industrial relations education leave) (s) Clause 38 (Right of entry) (t) Schedule 2 (Directives Which Apply to Employees Covered by this Award). <p>Where there is any inconsistency between this Agreement and an existing contract of employment between the Employer and VMO Employee, the provisions of this Agreement will apply unless the condition of the relevant employment contract is more favourable.</p>
Clause 1.7	Objectives of the Agreement	<p>Maintaining and improving the public health system to serve the needs of the Queensland community;</p> <p>Maintaining an enforceable state-wide industrial instrument, providing a stable and consistent industrial relations environment and ensuring real and meaningful consultation between HHSs, Queensland Health, relevant unions and staff;</p> <p>Collectively striving to achieve quality outcomes for patients and the community;</p> <p>Ensuring that workload is responsibly managed to ensure there are no adverse effects on employees or patients; and</p> <p>Working to achieve a skilled, motivated and adaptable workforce with rewarding career paths.</p>
Clause 1.8	Definitions	Defines applicable terms used throughout the Agreement.
Clause 1.9	Posting of the Agreement	Outlines where the Agreement shall be exhibited, so as to be easily read.
Clause 1.10	Prevention and settlement of disputes/grievanc	Outlines provisions for the prevention and settlement of disputes relating to the interpretation, application or operation of this Agreement.

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Clause 1.11	Location	Deals with Location in an identical manner to prior to the Agreement.
Clause 1.12	Cultural Respect	Outlines Queensland Health's commitment to respecting cultural diversity and the rights, views, values, and expectations of Indigenous Queenslanders in the delivery of culturally appropriate health services, and cultural leave.
Clause 1.13	Implementation and interpretation of the Agreement	<p>Establishes a VMO1 Oversight Committee to facilitate the implementation and interpretation of the Agreement.</p> <p>VMO1 Oversight Committee will discuss and make recommendations on any matters that have been escalated through local consultative forums or on matters that may have state-wide implications (across multiple HHSs).</p> <p>VMO1 Oversight Committee will monitor and provide recommendations on rural and remote recruitment issues.</p>
Clause 1.14	Gender Equity	The parties are committed to meet its obligations in terms of gender equity and the parties agree to investigate ways in which Employees who are secondary caregivers can be encouraged and supported in taking a greater role in caring responsibilities, such as parental leave, part-time work and flexible work, and investigate ways to increase gender diversity across all levels.

PART 2		WAGES AND SALARY RELATED MATTERS
Clause 2.1	Increases to Wages and Allowance	<p>The wage rates for VMO Employees subject to the Agreement are prescribed in schedule 1 and incorporate the following increases:</p> <ul style="list-style-type: none"> • 4% payable from 1 July 2023; • 4% payable from 1 July 2024; and • 3% payable from 1 July 2025. <p>The amount payable from 1 July 2023 reflects the application of 4% to the last Loaded rates (48%) applicable to VMO's under <i>Health Employment Directive 11/21: Visiting medical officers: Interim arrangement – Wage increase</i>, as at 1 September 2021.</p>
Clause 2.2	Cost of Living Adjustment (COLA) Payments	<p>This clause outlines the entitlement to the Cost of Living Adjustment (COLA) payment.</p> <p>A detailed explanation of the effect of the terms is published on Human Resources Enterprise Bargaining Index Cost of Living Adjustment (COLA) Payment.</p>
Clause 2.3	Salary sacrificing	Outlines salary sacrificing arrangements.
Clause 2.4	FBT exemption cap	Outlines the FBT Exemption cap.

Clause 2.5	Superannuation	Outlines the superannuation contribution requirements of the employer.
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PART 3	INDUSTRIAL RELATIONS MATTERS AND CONSULTATION	
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Clause 3.1	Collective industrial relations	<p>Acknowledges that structured, collective industrial relations will continue as a fundamental principle. The principle recognises the important role of the union in the workplace.</p> <p>The parties to the Agreement support constructive relations between the parties and recognise the need to work co-operatively in an open and accountable way.</p>
Clause 3.2	Commitment to consultation	<p>The parties to the Agreement are committed to involving Employees and their union representatives in the decision-making processes that may affect the workplace.</p>
Clause 3.3	Consultative forums and reporting	<p>The Agreement instigates a consultative forum called the VMO1 Oversight Committee which will meet at least quarterly.</p> <p>The VMO1 Oversight Committee will discuss and make recommendations on any matters that have been escalated through local consultative forums or on matters that may have state-wide implications (across multiple HHSs).</p> <p>The Agreement acknowledges that maintaining effective services in rural and remote locations is an important priority for Queensland Health, and as such the VMO1 Oversight Committee will monitor and provide recommendations on rural and remote recruitment issues.</p> <p>Subject to compliance with ss 354B and 354C of the Act, the Employer is to provide the Unions with complete lists of new starters (consisting of name, job title, work email and work location) to the workplace on a quarterly basis, unless agreed between the Employer and Union to be on a more regular basis. This information is to be provided electronically.</p> <p>Subject to compliance with ss 354B and 354C of the Act, the Employer is required where requested to provide Unions with a listing of current staff comprising name, job title, and work location. This information shall be supplied on a six-monthly basis, unless agreed between the Employer and union to be on a more regular basis.</p> <p>Subject to compliance with ss 354B and 354C of the Act, the local organiser/delegate may request from relevant local HR/line manager and be provided a report of relevant Employee resignations to assist in monitoring of timeframes within three days.</p> <p>Subject to compliance with ss 354B and 354C of the Act, the Employer is to provide the Unions with a list of resignations (consisting of job title and work location) on a quarterly basis, unless agreed between the Employer and union to be on a more regular basis. This information is to be provided electronically.</p> <p>On a quarterly basis, the Employer is to provide a list of casual Employees to the VMO1 Oversight Committee (consisting of name, job title, work email and work location and when they commenced employment).</p>

Clause 3.4	Contracting Out	It is the clear policy of the employer not to contract out or to lease current services. The parties are committed to maximising permanent employment where possible. There will be no contracting out, outsourcing or leasing of services currently provided by the employer at existing sites except in the following circumstances: (a) in the event of critical shortages of skilled staff; (b) the lack of available infrastructure capital and the cost of providing technology; (c) extraordinary or unforeseen circumstances; or (d) it can be clearly demonstrated that it is in the public interest that such services should be contracted out.
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PART 4	ORGANISATIONAL CHANGE AND RESTRUCTURING	
Clause 4.1	Organisational Change and Restructuring	Organisational change needs to demonstrate clear benefits. There is emphasis on minimum disruption to the workforce and maximum placement of affected staff within Queensland Health.

Part 5	WORKPLACE HEALTH AND SAFETY, WORKLOAD MANAGEMENT AND FATIGUE RELATED MATTERS	
Clause 5.1	Workplace bullying	Queensland Health recognises that workplace bullying is a serious workplace issue which is not acceptable and must be eliminated. All Employees have the right to be treated fairly and with dignity in an environment free from adverse behaviours such as intimidation, humiliation, harassment (including sexual), victimisation, discrimination, and bullying.
Clause 5.2	Workplace mental health	Outlines the recognition of the importance of a mentally healthy and safe workplaces and work. Programs and strategies will be developed to support commitment to workplace mental health.
Clause 5.3	Fatigue matters	Outlines the requirement to have an open and transparent fatigue management strategy in place for medical staff. Excessive on-call hours and hours of work are to be managed in accordance with best practice fatigue management, <i>HR policy 11, Fatigue Risk Management</i> and the Service's fatigue management strategy.
Clause 5.4	Workload Management Kit	The parties to the Agreement will form a sub-committee of the VMO1 Oversight Committee to develop a workload management kit.
Clause 5.5	Personal Protective Equipment (PPE)	Outlines VMO Employees must be provided with the correct Personal Protective Equipment (PPE) appropriate to the clinical needs. All VMO Employees with clinical need will be fit tested for Particulate Filter Respirators (PFRs), (P2/N95) respirators and shall be supplied with the correct fitting PFRs.
Clause 5.6	Excessive phone calls	Outlines the Queensland Health commitment under the Agreement to undertake a review of phone calls received on-call, including the instances and frequency of telephone advice being provided.

Part 6		EQUITY AND REQUEST FOR FLEXIBLE WORKING ARRANGEMENTS
Clause 6.1	Equity	Outlines the commitment to the principles of equity and merit and thereby to the objectives of the Public Sector Act 2022 (Qld), the Anti-Discrimination Act 1991 (Qld) and the Equal Remuneration Principle (QIRC Statement of Policy 2002).
Clause 6.2	Request for Flexible working arrangements	Outlines arrangements pertaining to VMO Employees request for flexible working arrangements.

Part 7		LEAVE PROVISIONS
Clause 7.1	Leave	Periods of annual/recreation leave accrued are paid at the Loaded Rate based on the number of hours that would have been worked over the period of absence.
Clause 7.2	Domestic and Family Violence Leave	Paid special leave for matters relating to domestic and family violence is potentially available.
Clause 7.3	Clinical Support Time	Outlines that medical education, teaching, training, and research are part of core business for VMO Employees as part of core hours.
Clause 7.4	Professional Development Leave and allowance	<p>Outlines Professional Development Leave and allowance for VMO Employees. Professional development leave is paid leave established to contribute to the requirements for the appropriate registration, credentialing and/or the professional development of the VMO Employee.</p> <p>VMO Employees may accrue four weeks' professional development leave per year which may accumulate up to a maximum of 40 weeks.</p> <p>NB: Darling Downs Hospital and Health Service has been added to this clause.</p>
Clause 7.5	Annual Leave / Recreation Leave	Annual leave is provided for in Division 5 of the QES. This clause supplements the QES.
Clause 7.6	Long service Leave	Long service leave entitlements and conditions are outlined in HR Policy C38 Long Service Leave and the Directive: Long Service Leave 11/18.
Clause 7.7	Parental Leave	<p>Eligible Employees maybe be able to access adoption leave, birth-related leave, maternity leave, spousal leave, surrogacy leave and pre-natal/pre-adoption/pre-surrogacy leave under HR Policy C26.</p> <p>These provisions are in addition to the Commonwealth paid parental leave scheme.</p>
Clause 7.8	Personal Leave	Personal leave is provided for in Division 6 of the QES and covers: sick leave, carer's leave, bereavement leave, and cultural leave.

Clause 7.9	Special Leave	In various circumstances, including (but not limited to) for cultural events, blood donation, emergency or disaster response, and reserve forces training, VMO Employees may be eligible for leave with or without pay.
Clause 7.10	Court Attendance and Jury Service	In certain circumstances, VMO Employees are entitled to be paid for court attendance and jury service and may also be able to claim any related expenses.
Clause 7.11	Public Holidays	Public holidays are provided for in Division 10 of the QES. Clause 7.11 supplements the QES provisions.
Clause 7.12	Examiner's Leave	Outlines VMO Employees are entitled where relevant to access examiners' leave.

Part 8		EMPLOYMENT CONDITIONS
Clause 8.1	Recognition of entitlements	<i>HR Policy C55, Recognition of previous service</i> , as amended from time to time, outlines entitlements for recognition of previous service for long service leave and sick leave purposes.
Clause 8.2	Discipline	<i>HR Policy E10, Discipline</i> , as amended from time to time, outlines the policy and process for the management of discipline in the Service.
Clause 8.3	Hours of work	Outlines arrangements pertaining to standard work hours, rostered hours, core hours, public practice duties, proposals to change rostered hours procedure.
Clause 8.4	On-call Hours	Outlines arrangements for on call hours.
Clause 8.5	Recall (call-back)	Outlines recall (call-back) provisions.
Clause 8.6	Digital recall	Outlines digital recall provisions. An Employee on call who is recalled to perform Duties and is able to perform those Duties using appropriate (meaning suitable or right for a particular situation or occasion) digital resources without the need to leave their residence and/or without the need to return to the facility will be remunerated for the digital recall at applicable overtime rates with a minimum period of 30 minutes for each time the Employee performs such Duties.
Clause 8.7	Meal breaks and rest pauses	Employees rostered for a minimum period of six (6) hours are entitled to have a meal break of 30 minutes clear of work commitments. If an Employee is rostered for a minimum period of four (4) hours, the Employee will be entitled to paid rest pauses, taken in the Employer's time, as follows: <ul style="list-style-type: none"> • one 10-minute rest pause for an Employee who works between four (4) and six (6) ordinary hours in any day; or • two 10-minute rest pauses for an Employee who works for more than six (6) ordinary hours in any day.

Clause 8.8	Relieving	In emergent circumstances, the Service may require the VMO Employee to perform Duties associated with a role other than their own, on a temporary basis, within Core Hours or as otherwise agreed, subject to the Employee being appropriately credentialed, awarded scope of clinical practice, registered, and holding qualifications necessary for the role.
Clause 8.9	Motor vehicle	Where a VMO Employee is recalled to perform work to provide a clinical service outside Core Hours, the VMO Employee shall be refunded the cost of transport as set out.
Clause 8.10	Commencing rates for Employees who are visiting specialists in country areas	Outlines commencing rates for VMO Employees who are specialists in country areas.
Clause 8.11	Commencing rates for Employees who are visiting general practitioners, visiting general practitioners with FRACGP and/or vocational registration	Outlines commencing rates for VMO Employees who are visiting general practitioners, visiting general practitioners with FRACGP and/or vocational registration.
Clause 8.12	Movement within classification levels	Outlines advancement for VMO Employees may be considered as part of performance review.
Clause 8.13	Procedures and criteria for promotion to visiting senior specialist	Outlines that a VMO Employee may be entitled to be considered for incremental progression to visiting senior specialist level, if they have been eligible for specialist registration for at least seven years and has received satisfactory performance appraisal and development reports annually in this time. Appointment to a visiting senior specialist position may also transpire by way of appointment to an advertised vacancy.
Clause 8.14	Overtime (continuation of duty)	Sets out arrangements pertaining to Overtime (continuation of duty), use of AVACs, calculation on a fortnightly basis and the potential Agreement for an annualised basis for VMO Employees.
Clause 8.15	Fuel Allowance	All Employees will be eligible to receive one fuel allowance which is payable fortnightly. The fuel allowance is based on the number of Core Hours the Employee is required to work per fortnight. Fuel allowance per annum: <ul style="list-style-type: none"> • Less than 6 hours per fortnight - \$580 per annum; • 6 hours to less than 12 hours per fortnight - \$1,150 per annum; • 12 hours to 18 hours per fortnight - \$1,700 per annum; • More than 18 hours per fortnight - \$2,350 per annum.

Clause 8.16	Exception to call back	<p>Outlines that a Service may choose to offer the availability of exception to call back arrangements for VMO Employees at specific HHS hospitals. VMO Employees are to be paid on a 'rate per procedure basis' for such arrangements, commensurate with the relevant rate/s set out in the Department of Veterans' Affairs Fee Schedule for Medical Services (as updated and amended from time to time) as an exception to standard call back payments.</p> <p>The clause then lists those Applicable HHS hospitals as including:</p> <ul style="list-style-type: none"> (a) Bundaberg Hospital (b) Cairns Base Hospital (c) Gladstone Hospital (d) Hervey Bay Hospital (e) Mackay Base Hospital (f) Maryborough Hospital (g) Mount Isa Hospital (h) Rockhampton Hospital (i) Toowoomba Hospital (j) Townsville Hospital.
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Part 9	NO EXTRA CLAIMS	
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Clause 9.1	No extra claims	Outlines agreement between parties to not pursue extra claims until nominal expiry date of this agreement.
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Schedules		
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Schedule 1	VMO Base and Loaded Hourly Rates	Wage rates and allowances
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