PART 1 - PRELIMINARY MATTERS

1.1 Title

This Agreement shall be known as the *Visiting Medical Officers' Employees (Queensland Health) Certified Agreement (No. 2) 2026* (VMO2).

1.2 Parties bound

The parties to this Agreement are the:

- State of Queensland (Queensland Health);
- Hospital and Health Services (HHSs);
- Australian Salaried Medical Officers' Federation Queensland, Industrial Organisation of Employees (ASMOFQ); and
- Together Queensland, Industrial Union of Employees (TQ).

1.3 Application

This Agreement will apply to:

- the State of Queensland (Queensland Health);
- each HHS, and all Visiting Medical Officer (VMO) employees employed by them.

1.4 Date and period of operation

This Agreement will operate from the date of certification and will have a nominal expiry date of 30 June 2029.

1.5 Renewal or replacement of this Agreement

1.5.1 The parties will commence negotiations in good faith at least five months prior to the expiration date of this Agreement with a view to reaching agreement prior to the expiry of this Agreement.

1.5.2 For the purposes of section 228(3)(a) of the *Industrial Relations Act 2016*, this Agreement shall be terminated upon certification of a replacement agreement or the making of a replacement arbitration determination in relation to the employees covered by this Agreement, unless otherwise agreed by the parties.

1.6 Relationships with Awards and other conditions

1.6.1 The following clauses of the *Medical Officers (Queensland Health) Award – State 2015*, as amended or replaced from time to time, will be incorporated into this Agreement:

(a) Clause 1 (Title)
(b) Clause 2 (Operation)
(c) Clause 4 (Coverage) applies in part as follows:
    (i) Clause 4.2 (Directives applying to employees covered by this Award)
(d) Clause 5 (The Queensland Employment Standards and this Award)
(e) Clause 6 (Enterprise flexibility and facilitative award provisions)
(f) Clause 8 (Types of employment) applies in part as follows:

(i) Clause 8.1 (Record of appointment – all medical officers)
(ii) Clause 8.8 (Anti-discrimination)

(g) Clause 9 (Termination of employment) applies in part as follows:
(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)

(h) Clause 10 (Redundancy)
(i) Clause 11 (Consultation – Introduction of changes)
(j) Clause 15 (Payment of salaries – all medical officers)
(k) Clause 16 (Salary sacrifice arrangements – all medical officers)
(l) Clause 23 (Personal leave)
(m) Clause 24 (Parental leave)
(n) Clause 25 (Long service leave)
(o) Clause 27 (Jury service)
(p) Clause 33 (Training, learning and development)
(q) Clause 34 (Clothing and laundry – all medical officers)
(r) Clause 35 (Union encouragement)
(s) Clause 36 (Union delegates)
(t) Clause 37 (Industrial relations education leave)
(u) Clause 38 (Right of entry)

1.6.2 Where there is any inconsistency between this Agreement and an existing contract of employment between the employer and employee, the provisions of this Agreement will apply unless the condition of the relevant employment contract is more favourable.

1.7 Objectives of the Agreement

The parties are committed to:

- maintaining and improving the public health system to serve the needs of the Queensland community;
- 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;
- collectively striving to achieve quality outcomes for patients and the community;
- ensuring that workload is responsibly managed to ensure there are no adverse effects on employees or patients; and
- working to achieve a skilled, motivated and adaptable workforce with rewarding career paths.

1.8 Definitions

In this Agreement, the following definitions are used:

- ***Agreement*** means this document and any schedules to it.
- ***Award*** means the *Medical Officers (Queensland Health) Award – State 2015*.
- ***Chief Executive*** means the Health Service Chief Executive; or if the Employer is Queensland Health, the Director-General.

- ***Clinical Support Time*** means time allocated during core hours for duties that are not directly related to individual patient care.

- ***Core Hours*** means contracted hours between 7:00 am and 6:00 pm from Monday to Friday (inclusive).

- ***Directive*** means a directive made by the Public Sector Commission Chief Executive or the Minister responsible for industrial relations under the *Public Sector Act 2023* and its predecessor, the *Public Service Act 2008*.

- ***Director-General*** means the Chief Executive of Queensland Health.

- ***Duties*** means the work required to be undertaken by the employee with the service, as agreed between the employer and the employee.

- ***Employee*** means the VMO employed by the employer.

- ***Employer*** means the Chief Executive, in their capacity as the employer of the employees covered by this Agreement.

- ***Hospital and Health Service*** or ***HHS*** means a Hospital and Health Service established in accordance with the *Hospital and Health Boards Act 2011*.

- ***Loaded Rate*** means the applicable loaded hourly rate in Schedule 1 of this Agreement**.**

- ***QES*** means the Queensland Employment Standards contained within the *Industrial Relations Act 2016*.

- ***QIRC*** means the Queensland Industrial Relations Commission.

- ***Recall*** means where an employee is recalled back to work and is required to attend work outside of rostered hours either within core hours or outside of core hours.

- ***Rostered Hours*** means the hours which the employee is rostered to work.

- ***Service*** means the place where the employee is employed to perform duties by the employer.

- ***Union(s)*** means Australian Salaried Medical Officers' Federation (ASMOFQ) and/or Together Queensland, Industrial Union of Employees (TQ).

- ***Visiting Medical Officer*** or ***VMO*** means a medical officer who is registered under the Health Practitioner Regulation National Law, to practice in the medical profession and who incurs ongoing private practice costs.

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 service; and

- on the Queensland Health intranet and internet sites.

1.10 Prevention and settlement of disputes relating to the interpretation, application or operation of this Agreement

1.10.1 The parties will use their best endeavours to co-operate in order to avoid disputes arising between the parties. The emphasis will be on finding a resolution at the earliest possible stage in the process.

1.10.2 The parties agree to a co-operative and consistent approach to resolving industrial issues and disputes with a view to reducing disputation.

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

1.10.3.1 When an issue is identified at the local level by an accredited and/or appointed union representative, the employee/s concerned or a management representative, an initial discussion should take place at this level. This process should take no longer than seven days.

1.10.3.2 If the issue remains unresolved, it may be referred to the HHS management (or equivalent) for resolution. HHS management (or equivalent) will consult with the parties. The employee may exercise the right to consult and/or be represented by their union representative during this process. This process should take no longer than 14 days.

1.10.3.3 If the issue remains unresolved, it may be referred to the Visiting Medical Officers Oversight Committee (VMOOC). The VMOOC will deal with the issue in a timely manner unless clause 1.10.4 applies. Notwithstanding this, the parties reserve the right to refer the matter to the QIRC for resolution. If the VMOOC forms an agreed view on the resolution of the issue, this is the position that will be accepted and implemented by the parties.

1.10.3.4 If the VMOOC considers that the issue falls outside the interpretation, application and implementation of this Agreement, or has whole of department implications, it may refer the issue to an appropriate body depending on the issue as agreed by the parties for consideration.

1.10.3.5 Notwithstanding the above, if the issue remains unresolved, either party may refer the matter to the QIRC.

1.10.4 The status quo prior to the existence of the issue is to continue while the dispute resolution procedure is being followed, if maintenance of the status quo does not result in an unsafe environment.

1.10.5 When an employee (or their representative) elects to pursue a grievance under the Award, they are to refer to the Award for information regarding the procedure.

1.10.6 During the life of the agreement the parties will establish a VMO subcommittee which will:

- review disputes to assess whether industrial obligations are being observed; and
- make recommendations to the Director-General.

1.10.7 Nothing contained in this procedure shall prevent unions or the Queensland Government from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.

1.11 Location

1.11.1 The service will reimburse reasonable expenses for travel within the service in accordance with relevant Queensland Health policies. Work performed outside of core hours in other locations is by agreement between the employee and employer.

1.11.2 Where the service identifies a need for an employee at a location within the service, the service may relocate the employee.

1.11.3 The service may call for expressions of interest in relocation and suitable employee's may nominate themselves to relocate.

1.11.4 If an inadequate number of employee's nominate to work in the alternative location, the employee may be consulted in relation to working at the alternative location. Reasonable notice of the relocation will be provided to the employee.

1.11.5 If the employee wishes to refuse the request by the service to work at the alternative location, then the employee must provide reasonable grounds for the refusal of this request.

1.11.6 If agreement cannot be reached, the employee may access the grievance/dispute resolution process outlined in clause 1.10 of this Agreement.

1.12 Implementation and interpretation of the Agreement

1.12.1 The VMOOC will facilitate the implementation and interpretation of this Agreement. This committee will meet at least quarterly and will be comprised of the representatives of the parties to this Agreement.

1.12.2 In addition to facilitating the implementation and interpretation of the Agreement, the VMOOC 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).

1.12.3 It is acknowledged that maintaining effective services in rural and remote locations is an important priority for Queensland Health, and as such the VMOOC will monitor and provide recommendations on rural and remote recruitment issues.

1.13 Gender equity and diversity

1.13.1 The parties are aware of, and are committed to, their obligations in terms of gender equity as provided for in legislation, regulations and directives.

1.13.2 The parties agree to investigate ways in which employees who are secondary caregivers/spouses can be encouraged and supported in taking a greater role in caring responsibilities, such as parental leave, part-time work and flexible work.

1.13.3 The parties agree to investigate ways in which further efforts can be made to increase gender diversity across all levels of the organisation.

PART 2 - WAGE AND SALARY RELATED MATTERS

2.1 Definitions

In this part, the following definitions are used:

- ***Applicable base rate*** means the final base rate under the *Visiting Medical Officers' Employees (Queensland Health) Certified Agreement (No.1) 2023*.

- ***Brisbane CPI figure*** means the relevant through the year March CPI outcome (All Groups Brisbane) as published by the Australian Bureau of Statistics (ABS).
- ***CUA is triggered*** means:
    - When, for *CUA period 1*, the March 2026 *Brisbane CPI figure* published by the ABS exceeds the wage increase of 3%.
    - When, for *CUA period 2*, the March 2027 *Brisbane CPI figure* published by the ABS exceeds the wage increase of 2.5%.
    - When, for *CUA period 3*, the March 2028 *Brisbane CPI figure* published by the ABS exceeds the wage increase of 2.5%.
- ***CUA entitlement crystallises*** means that:
    - the *CUA is triggered* for a particular CUA period in accordance with clause 2.2.2; and
        - the employee eligibility requirements outlined in clauses 2.3.1 to 2.3.2 are met; or
        - the information provided in the exceptions at clause 2.3.3 is provided.
- ***CUA period*** means:
    - for *CUA period 1* – on or after certification of this agreement and between 1 July 2026 to 30 June 2027; or
    - for *CUA period 2* – on or after certification of this agreement and between 1 July 2027 to 30 June 2028; or
    - for *CUA period 3* – on or after certification of this agreement and between 1 July 2028 to 30 June 2029.
- ***Current employee*** means a person employed under this agreement on or after certification who continues to be employed under this agreement at the date the *CUA entitlement crystallises*. In the case of a current casual employee, they must also have performed work under the agreement within the 12-week payroll period immediately prior to the date the *CUA entitlement crystallises*.
- ***Preceding base rate*** *means:*
    - for Agreement Year 2, the relevant agreement base rate of pay for Agreement Year 1 reflecting the increase at clause 2.2.1.1 and any increase at clause 2.4.2.1 where the *CUA entitlement crystallises*.
    - for Agreement Year 3, the relevant agreement base rate of pay for Agreement Year 2 reflecting the increase at clause 2.2.1.2 and any increase at sub-clause 2.4.2.2 where the *CUA entitlement crystallises*.

2.2 Wage increases

2.2.1 This Agreement provides for the following wage increases:

2.2.1.1 For Agreement Year 1, an increase of 3% effective from 1 July 2026 and paid on the *applicable base rate* as at 30 June 2026.

2.2.1.2 For Agreement Year 2, an increase of 2.5% effective from 1 July 2027 and paid on

the *preceding base rate.*

2.2.1.3 For Agreement Year 3, an increase of 2.5% effective from 1 July 2028 and paid on the *preceding base rate*.

2.2.2 In addition, where the *Brisbane CPI figure* exceeds the relevant wage increase provided at clause 2.2.1 during the corresponding *CUA period*, a CPI Uplift Adjustment ('CUA') will be triggered as outlined below.

2.2.2.1 For CUA period 1:

- a *CUA is triggered* when the March 2026 *Brisbane CPI figure* exceeds the 3% wage increase at clause 2.2.1.1;
- the amount of the CUA triggered will be equivalent to the percentage difference between the March 2026 *Brisbane CPI figure* and the 3% wage increase, to a cap of 0.5%.

2.2.2.2 For CUA period 2:

- a *CUA is triggered* where the March 2027 *Brisbane CPI figure* exceeds the 2.5% wage increase at clause 2.2.1.2;
- the amount of the CUA triggered will be equivalent to the percentage difference between the March 2027 *Brisbane CPI figure* and the 2.5% wage increase, to a cap of 1%.

2.2.2.3 For CUA period 3:

- a *CUA is triggered* where the March 2028 *Brisbane CPI figure* exceeds the 2.5% wage increase at clause 2.2.1.3;
- the amount of the CUA triggered will be equivalent to the percentage difference between the March 2028 *Brisbane CPI figure* and the 2.5% wage increase, to a cap of 1%.

2.3 Eligibility

To be eligible for the above wage increases, it is a requirement that:

2.3.1 A person must be employed under this agreement on or after certification to be entitled to any wage increase under 2.2.1 and 2.2.2 above; and

2.3.2 If a *CUA is triggered* in any agreement year, a *current employee* will be eligible for the CUA:

2.3.2.1 where the *CUA is triggered* pursuant to 2.2.2.1, provided the employee was employed under this agreement during *CUA period 1*.

2.3.2.2 where the *CUA is triggered* pursuant to 2.2.2.2, provided the employee was employed under this agreement during *CUA period 2*.

2.3.2.3 where the *CUA is triggered* pursuant to 2.2.2.3, provided the employee was employed under this agreement during *CUA period 3*.

2.3.3 Despite clause 2.3.2, a person who is not a *current employee* will become eligible for the CUA only when they provide the relevant information as required to Payroll by calling 1800 239 074

and selecting the option for relevant pay office confirming that:

2.3.3.1 where the *CUA is triggered* pursuant to 2.2.2.1, the person was employed under this agreement during *CUA period 1*.

2.3.3.2 where the *CUA is triggered* pursuant to 2.2.2.2, the person was employed under this agreement during *CUA period 2*.

2.3.3.3 where the *CUA is triggered* pursuant to 2.2.2.3, the person was employed under this agreement during *CUA period 3*.

2.4 Payment of the CPI Uplift Adjustment ('CUA')

2.4.1 The *CUA entitlement crystallises*, and therefore is payable where the *CUA is triggered* for a CUA period; and:

- the employee eligibility requirements at clauses 2.3.1 and 2.3.2 are met; or
- the relevant information set out in clause 2.3.3 is provided.

2.4.2 Where the CUA entitlement crystallises:

2.4.2.1 for *CUA period 1*, payment will apply as if it had formed part of the increase at clause 2.2.1.1.

2.4.2.2 for *CUA period 2*, payment will apply as if it had formed part of the increase at clause 2.2.1.2.

2.4.2.3 for *CUA period 3*, payment will apply as if it had formed part of the increase at clause 2.2.1.3.

2.4.3 Payment will be made no later than the pay period that is four months after the *CUA entitlement crystallises*.

2.5 Salary schedules and other financial elements

2.5.1 Schedule 1 reflects the wage increases provided for at clause 2.2.1.

2.5.2 The salary schedule rates will be increased where the *CUA entitlement crystallises* and will have a compounding effect for the purposes of subsequent increases pursuant to clause 2.2.1 and (if applicable) clause 2.4.2.

2.5.3 Any allowances and/or other financial elements that increase pursuant to clause 2.2.1, will also increase and compound in accordance with the CUA if the *CUA entitlement crystallises*. These allowances are:

- Clinical Manager Allowance; and
- Medical Manager Allowance.

2.5.4 Where the *CUA entitlement crystallises* in any agreement year, Queensland Health will publish updated rates reflecting this on a public facing website.

2.6 Salary sacrificing

2.6.1 This clause is to be read in conjunction with clause 16 of the Award.

2.6.2 An employee may elect to sacrifice up to 50% of salary payable under this Agreement, and also

where applicable the payments payable via the employer to the employee under the *Paid Parental Leave Act 2010* (Cth).

2.6.3 Despite clause 2.6.2, employees may sacrifice up to 100% of their salary for superannuation.

2.6.4 The individual salary sacrificing arrangements of any employee will remain confidential at all times. Proper audit procedures will be put in place which may include private and/or Auditor-General reviews. Authorised union officials will be entitled to inspect any record of the employer to ensure compliance with the salary sacrificing arrangements, subject to the relevant industrial legislation.

2.6.5 For the purposes of determining what remuneration may be sacrificed under this clause, 'salary' means the amount payable under Schedule 1 to this Agreement, and also where applicable the payments payable via the employer to the employee under the *Paid Parental Leave Act 2010* (Cth).

2.6.6 Salary sacrificing arrangements will be made available to the following Employees covered by this Agreement in accordance with the *Office of Industrial Relations Circular C2-24: Arrangements for Salary Packaging* and any other relevant Office of Industrial Relations circulars issued from time to time:

- permanent part time employees;
- temporary part time employees; and
- long-term casual employees as determined by the *Industrial Relations Act 2016*.

2.6.7 Fringe Benefits Tax (FBT) exemption Cap: The FBT exemption cap is a tax concession under the *Fringe Benefits Tax Assessment Act 1986* (Cth) 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 or predominantly involved in connection with public ambulance services.

2.6.8 Where an employee who is ineligible for the FBT exemption cap sacrifices benefits attracting FBT, the employee will be liable for such FBT.

2.6.9 Under the FBT legislation, the FBT exemption cap applies to all taxable fringe benefits provided by the employer, whether through the salary sacrifice arrangements or otherwise. Where an employee who is eligible for the FBT exemption cap sacrifices benefits attracting FBT, the employee will be liable for any FBT caused by the FBT exemption threshold amount being exceeded as a result of participation in the salary sacrificing arrangements. To remove any doubt, any benefits provided by the employer separate from the salary sacrifice arrangements take first priority in applying the FBT exemption cap in respect of the 2022/23 FBT year and prior FBT years. However, in accordance with a Queensland Government policy decision, any salary sacrificed benefits take priority over benefits provided by the employer separate from the salary sacrifice arrangements in applying the FBT exemption cap in respect of the 2023/24 FBT year and future FBT years.

2.7 Superannuation

2.7.1 Superannuation contributions will be made to a fund of the employee's choice, provided the chosen fund is a complying superannuation fund that will accept contributions from the employer and the employee.

2.7.2 Where an employee has not chosen a fund in accordance with clause 2.7.1, the employer must make superannuation contributions for the employee (including salary sacrifice contributions) to the Government Division of the Australian Retirement Trust (known as QSuper).

2.7.3 The choice must be made in a form determined by the employer or in any standard form released by the Australian Taxation Office. The employer must provide the employee with the choice of fund form within 28 days of commencing employment, and implement the employee's choice for superannuation contributions within two months from the date the employee's choice is received.

2.7.4 The employer must contribute to a superannuation fund for an employee the greater of:

2.7.4.1 the charge percentage prescribed in the *Superannuation Guarantee (Administration) Act 1992* (Cth), of the "ordinary time earnings" of the employee as defined in the Act; and

2.7.4.2 the rate prescribed by regulation under section 23 of the *Superannuation (State Public Sector) Act 1990* (Qld).

PART 3 - CLASSIFICATION STRUCTURE, APPOINTMENTS, INCREMENTS AND PROGRESSION

3.1 Wage rates

3.1.1 The applicable base and loaded hourly rates for Visiting Medical Officers are set out in Schedule 1.

3.1.2 The loaded hourly rate includes compensation for private practice costs and is the rate used for payment of ordinary hours, overtime and recall under this Agreement.

3.1.3 Where a VMO is engaged under a total remuneration or annualised salary arrangement, the loaded hourly rate forms the basis of that remuneration.

3.2 Classification of Visiting Medical Officers

3.2.1 Visiting Medical Officers are classified as follows:

- Visiting General Practitioner;
- Visiting General Practitioner with Fellowship and/or Vocational Registration;
- Visiting Specialist;
- Visiting Senior Specialist.

3.3 Commencing rates for employees who are Visiting General Practitioners, Visiting General Practitioners with FRACGP and/or vocational registration

3.3.1 Employees who are Visiting General Practitioners or Visiting General Practitioners with FRACGP and/or vocational registration shall be employed at the commencing rate provided for the first year of service.

3.4 Commencing rates for employees who are Visiting Specialists

3.4.1 The commencing rates for a Visiting Specialist is determined by their years of eligibility for specialist registration as follows:

(a) less than 1 year – commencing rate;

(b) 1 year – 1st year rate;

(c) 2 years – 2nd year rate;

(d) 3 years – 3rd year rate;

(e) 4 years and thereafter – 4th year rate.

3.5 Commencing rates for employees who are Visiting Specialists in country areas

3.5.1 The following special arrangements apply to employees who are Visiting Specialists, in country areas:

(a) where the employee is the sole specialist in a particular field employed in a country area, they shall be employed at a commencing rate of not less than the third-year rate as per Schedule 1.

(b) where the employee, in respect to an HHS, is employed in a country area, they shall be employed at a commencing rate one pay point higher than provided above.

3.5.2 For the purposes of clause 3.5.1, a 'country area' includes all HHSs except for those facilities operated by:

- Metro North Hospital and Health Service;
- Metro South Hospital and Health Service;
- Children's Health Queensland Hospital and Health Service;
- Gold Coast Hospital and Health Service;
- Sunshine Coast Hospital and Health Service; and
- West Moreton Hospital and Health Service.

3.6 Movement within classification levels

3.6.1 Advancement for all employees may be considered as part of the annual performance review contained in the employees' contract of employment.

3.6.2 In the case of employees who are Visiting General Practitioners, advancement may only be considered on the third anniversary of the date of commencement of duty.

3.6.3 In the case of employees who are Visiting General Practitioners with FRACGP and/or vocational registration, progression may only be considered via an annual increment increase on each anniversary of the date of commencement of duty. In the case of Visiting General Practitioners with vocational registration, continuation of payment will be dependent upon maintaining such registration and providing documentary evidence of same to the employer on an annual basis. Where vocational registration is not maintained and/or satisfactory evidence is not provided, the employee shall cease to be entitled to be paid on the scale for Visiting General Practitioner with FRACGP and/or vocational registration and revert to the scale for Visiting General Practitioner. This could result in a reduction in the hourly rate payable to that employee.

3.6.4 In the case of employees who are Visiting Specialists, progression may only be considered via annual increments payable on each anniversary of the date of commencement of duty.

3.7 Procedures and criteria for promotion to Visiting Senior Specialist

3.7.1 An employee shall not be entitled to be considered for incremental progression to Visiting Senior Specialist level, unless 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 for at least two years. Appointment to a Visiting Senior Specialist position may also transpire by way of appointment to an advertised vacancy.

3.7.2 Where a Visiting Medical Officer has 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.

PART 4 - INDUSTRIAL RELATIONS MATTERS AND CONSULTATION

4.1 Collective industrial relations

4.1.1 The parties to this Agreement acknowledge that structured, collective industrial relations will continue as a fundamental principle. The principle recognises the important role of the union in the workplace.

4.1.2 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.

4.2 Commitment to consultation

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

4.2.2 The parties to this Agreement are committed to involving employees and their union representatives in the decision-making processes that may affect the workplace. Changes to the workplace include but are not limited to changes to the physical environment and an expansion or diminution of the role, responsibilities, or major duties of an employee, including supervisory duties.

4.2.3 Employees will be encouraged to participate in the consultation processes by being allowed adequate time to understand, analyse, seek appropriate advice from their union and respond to such information.

4.2.4 The parties to this Agreement recognise that:

(a) The requirement of consultation is never to be treated perfunctorily or as a mere formality (*Port Louis Corporation v. Attorney-General of Mauritius* (1965) AC 1111 at 1124).

(b) "Consultation" involves more than a mere exchange of information. For consultation to be effective, the participants must be contributing to the decision-making process not only in appearance, but in fact. [Commissioner Smith (Australian Industrial Relations Commission), Melbourne, 12 March 1993].

(c) The consultation process requires the exchange of timely information relevant to the issues at hand so that the parties have an actual and genuine opportunity to influence the outcome, before a final decision is made.

4.2.5 Except where otherwise provided within this Agreement, the parties also recognise that the consultation process does not remove the rights of management to make the final decision in matters that may affect the workplace.

4.3 Consultative forums and reporting

4.3.1 Subject to compliance with section 354B and 354C of the *Industrial Relations Act 2016* (the Act), the employer is to provide 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.

4.3.2 Subject to compliance with section 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.

4.3.3 Subject to compliance with section 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.

4.3.4 Subject to compliance with section 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.

4.3.5 On a quarterly basis, the employer is to provide a list of casual employees to the VMOOC (consisting of name, job title, work email and work location and when they commenced employment).

4.3.6 These reports will be sent to any member of the VMOOC where requested.

4.3.7 For the purposes of this clause, 'employer' is to be read to mean the VMOOC.

4.4 Contracting out

4.4.1 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.

4.4.2 In circumstances where contracting out occurs due to the existing workforce not having the required skill set to undertake the project or roles required, the employer agrees to provide evidence of this. Where contracting out occurs, contracts should include skills and knowledge transfer as part of the contract conditions where there is a requirement for ongoing use of those skills or knowledge.

Consultation Processes - General

4.4.3 Where the employer is considering contracting out or leasing current services, the union will be consulted as early as possible, including before decisions on tenders occurs. Discussions will take place before any steps are taken to call tenders or enter into any otherwise binding legal arrangement for the provision of services by an external provider.

4.4.4 For the purpose of consultation, the union will be given relevant documents. The employer will ensure that the union is aware of any proposals to contract out or lease current services. It is the responsibility of the union to participate fully in discussions on any proposals to contract out or lease current services.

4.4.5 If, after consultation as outlined above, Visiting Medical Officers are affected by the necessity to contract out or lease current services, the employer will:

(a) negotiate with the union employment arrangements to assist medical officers to move to employment with the contractor;

(b) ensure that medical officers are given the option to take up employment with the contractor;

(c) ensure that medical officers are given the option to accept deployment/redeployment with the employer; and

(d) ensure that as a last resort, medical officers are given the option of accepting voluntary early retirement.

Consultation Processes - Emergent Circumstances

4.4.6 The employer can contract out or lease current services without full consultation with the union in cases where any delay would cause immediate risks to patients and/or detriment to the delivery of public health services to the Queensland public.

PART 5 - EMPLOYMENT SECURITY, ORGANISATIONAL CHANGE AND RESTRUCTURING

5.1 Employment security

5.1.1 Queensland Health is committed to maximising employment security for its permanent Visiting Medical Officers.

5.1.2 Job reductions by forced retrenchments will not occur.

5.1.3 Volunteers or other unpaid persons will not be used to fill funded vacant positions.

5.2 Permanent employment

5.2.1 The parties recognise that permanent employment is the default type of engagement under this Agreement and are committed to maximising permanent employment where possible. Non-permanent forms of employment should only be utilised where permanent employment is not viable or appropriate. The employer will utilise workforce planning and management strategies to assist in determining the appropriate workforce mix for current and future needs.

5.3 Organisational change and restructuring

5.3.1 Prior to implementation, all organisational change will need to demonstrate clear benefits such as enhanced service delivery to the community, improved efficiency and effectiveness and will follow the agreed change management processes as outlined in the "Queensland Health Organisational Change Management Guidelines" (the Guidelines), as amended from time to time. While ensuring the spirit of the guidelines is maintained in applying the document, the parties acknowledge that it has been designed as a guideline to be applied according to the circumstances.

5.3.2 When it is decided to conduct a review, union representatives will be advised as soon as practicable and consulted from the outset. All parties will participate in a constructive manner.

5.3.3 Furthermore, details will be included that provide for encouraging employees to participate in the consultative processes by allowing adequate time to understand, analyse and respond to various information that would be needed to inform employees and their unions.

5.3.4 All significant organisational change and/or restructuring that will impact on the workforce (e.g., job reductions, deployment to new locations, major alterations to current service delivery arrangements, the introduction of new technology) will be subject to the employer establishing such benefits in a business case which will be tabled for the purposes of consultation at the HHS consultative forum (or equivalent). A business case is not required for minor changes or minor restructuring, however, consultation shall still occur.

5.3.5 It is acknowledged that management has a right to implement changes to ensure the effective delivery of health care services. The consultation process will not be used to frustrate or delay the changes but rather ensure that all viable options are considered. If this process cannot be resolved at the service level (or equivalent) in a timely manner, either party may refer the matter to the VMOOC.

5.3.6 The emphasis will be on minimum disruption to the workforce and maximum placement of affected staff within a service. Organisational restructuring should not result in a large scale 'spilling' of jobs.

5.3.7 Subject to the above, the parties acknowledge that where the implementation of workplace change results in fewer employees being required in some organisational units, appropriate job reduction strategies will be developed in consultation with the unions.

5.3.8 Prior to the implementation of any decision in relation to workplace change likely to affect security and certainty of employment of employees, such changes will be subject to consultation with the relevant union/s. The objective of such consultation will be to minimise any adverse impact on security and certainty of employment.

5.3.9 After such discussions have occurred and it is determined that fewer employees are required, appropriate job reduction strategies will be developed that may include non-replacement of resignees and retirees and the deployment/redeployment and retraining of excess employees which will have regard to the circumstances of the individual employee/s affected. This will occur in a reasonable manner.

5.3.10 Where individuals unreasonably refuse to participate or cooperate in deployment/redeployment and retraining processes, the full provisions for managing redundancies will be followed. No employee will 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.

5.3.11 To ensure consultative processes are effective, these guidelines will be reviewed and monitored throughout the life of the Agreement to ensure their effectiveness. Unions will be consulted as part of the review process. Consultative arrangements required to be followed in the management of any organisational change and restructuring proposal will be in accordance with the "Queensland Health Organisational Change Management Guidelines", as amended from time to time, which includes consultation with all relevant unions.

5.3.12 In addition, any changes to core hours will be subject to consultation, subject to 'Part 9 Employment Conditions'.

5.3.13 Industrial and Award entitlements, including, but not limited to, shift work allowances, penalty rates, overtime and breaks, will continue to apply in the event of a change to Core Hours.

PART 6 - WORKPLACE HEALTH AND SAFETY, WORKLOAD MANAGEMENT AND FATIGUE RELATED MATTERS

6.1 Workplace health and safety

6.1.1 The parties to this Agreement are committed to continuous improvement in work health and safety outcomes through the implementation of the Queensland Health, Health Safety and Wellbeing Management System. All managers and employees will be assisted in understanding and fulfilling their responsibilities in maintaining and promoting a safe working environment.

6.1.2 The employer is committed to the establishment of local health and safety committees in accordance with the *Work Health and Safety Act 2011* (Qld). Queensland Health will promote the role of local Health and Safety Committees and the important role of health and safety representatives.

6.1.3 Persons conducting a business or undertaking (PCBUs) will support requests for the establishment of work groups, election of health and safety representatives (HSRs) and establishment of Health and Safety Committees made in accordance with the *Work Health and Safety Act 2011* (Qld).

6.1.4 Further, without limiting the issues which may be included, the parties agree to address the following hazards and issues:

- aggressive behaviour management;
- occupational violence (intentional and unintentional);
- fatigue risk management;
- guidelines for work arrangements (including hours of work);
- guidelines on security for health care establishments
- where appropriate, injured workers have the opportunity to be re-trained in alternative areas/work departments;
- management of ill or injured employees;
- personal protective equipment;
- psychosocial hazards (including unsafe workloads);
- workers' compensation;
- musculoskeletal disorders;
- working off-site;
- workplace bullying and harassment; and
- sexual harassment and sexual safety.

6.1.5 Workplace psychosocial hazards will be a standing agenda item for all local health and safety committees.

6.1.6 The parties commit to working collaboratively to promote and implement the Queensland Health Consultation Standard and Guidelines.

6.1.7 The parties acknowledge that fatigue management is a health and safety issue and will ensure workplace fatigue is managed to minimise its effects and related risks on the workplace, employees, patients and others through the application of a best practice risk management framework as a core business function. Risks are managed in accordance with Workplace Health and Safety (WHS) legislative obligations and utilising evidence-based approaches.

6.1.8 The parties commit to ensure that appropriate feedback is provided to employees who raise workplace health and safety matters.

6.2 Workplace behaviour

6.2.1 Queensland Health is committed to working with employees to create and maintain a work environment that is free from workplace harassment. Managers and employees have shared obligations for creating an ethical, professional, and productive workplace culture by carefully considering their own behaviour and potential impact upon others.

6.2.2 All employees have the right to be treated fairly and with dignity in an environment free from adverse behaviours such as intimidation, humiliation, harassment, sexual harassment, victimisation, discrimination, and bullying. The employer recognises that adverse behaviours such as these are serious workplace issues, which are not acceptable and must be eliminated from the workplace.

6.2.3 The employer supports the accepted industrial principle that all employees have the right to raise concerns with their employer about issues of bullying, harassment, sexual harassment, or workplace behaviour without fear of victimisation. Unions may refer instances of alleged victimisation on systematic and broader issues directly to the VMOOC for attention.

6.2.4 The Code of Conduct for the Queensland Public Service applies to all managers and employees covered by this Agreement. If it is substantiated that a manager or employee is found to have been involved in the above adverse behaviours, this may be a breach of the Code of Conduct and they may be subject to a disciplinary process.

6.3 Workplace mental health

Queensland Health recognises the importance of a mentally healthy workplace. Queensland Health aims to integrate health, safety, and wellbeing for mental health into the workplace and to demonstrate commitment at every level to a mentally healthy workplace. Where required, programs and strategies will be developed to demonstrate this commitment.

6.4 Fatigue matters

6.4.1 The service is required to have an open and transparent fatigue management strategy in place for medical staff. Any fatigue related matters will be reported and managed through a risk-based approach in consultation with and cooperation between the employee/s and their relevant manager/s to ensure the health and safety of both patients and the employee.

6.4.2 Excessive on-call hours and hours of work are to be managed in accordance with best practice fatigue management, *HR Policy I1 Fatigue risk management*, as amended from time to time, and the service's fatigue management strategy.

6.5 Personal protective equipment (PPE)

6.5.1 Queensland Health acknowledges that VMOs must be provided with the correct Personal Protective Equipment (PPE) appropriate to the clinical needs.

6.5.2 Queensland Health will ensure all VMOs with clinical need will be fit tested for Particulate Filter Respirators (PFRs), (P2/N95) respirators and shall be supplied with the correct fitting PFRs.

6.5.3 Queensland Health and Visiting Medical Officer Employees will comply with all legislative requirements, including the *Work Health Safety Act 2011*, (or replacement document/s), Interim: Acute Respiratory Infection – Infection Prevention and Control (or replacement document/s), and Fit Testing of particulate filter respirators in respiratory protection programs Implementation Guidance (or replacement document/s) as they relate to respiratory protective equipment requirements.

PART 7 - EQUITY AND REQUEST FOR FLEXIBLE WORKING ARRANGEMENTS

7.1 Queensland Health, as the employer of choice, recognises the need for a modern, flexible and adaptive workforce through its commitment to supporting HHSs develop frameworks for part-time and flexible appointments. The parties are committed 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).

7.2 This Agreement satisfies the requirement under the *Industrial Relations Act 2016* (Qld) that the employer has implemented equal remuneration for work of equal or comparable value in relation to the employees covered by this Agreement. This Agreement provides for remuneration based on classification levels related to relevant qualification(s) attained and required to perform the role so that a female employee doing the same work, with the same qualification(s), in the same location, as a male employee will receive equal remuneration. The classification structure and associated salaries are contained within Schedule 1 of this Agreement.

7.3 In accordance with the *Industrial Relations Act 2016* (Qld) all employees, including fixed-term temporary and casual employees, have the right to request a flexible work arrangement to change the way the employee works, including the employee's ordinary hours of work.

7.4 The parties are committed to supporting and encouraging the use of flexible work arrangements and requests for flexible work arrangements.

7.5 Requests must:

- be in writing; and
- state the change the employee is seeking in sufficient detail to allow the employer to make a decision; and
- state the reasons for making the change.

7.6 The employer may:

- grant the request;
- grant the request in part or subject to conditions; or
- refuse the request.

7.7 The employer may grant the request in part or subject to conditions, or refuse the request, only on reasonable grounds.

7.8 The employer must give the employee written notice of its decision within 21 days after receiving the request in writing. If the employer decides to grant the request in part or subject to conditions or to refuse the request, the written notice about the decision must state the reasons for the decision, outlining the reasonable grounds for granting the request in part or subject to conditions or for the refusal.

7.9 Refer to *HR Policy C5 Flexible working arrangements* and the Queensland Health Guideline for Flexible Working Arrangements, as amended from time to time.

PART 8 - LEAVE PROVISIONS

8.1 Leave

Periods of annual/recreation leave accrued as an employee are paid at the loaded rate based on the number of hours that would have been worked over the period of absence.

8.2 Domestic and family violence leave

8.2.1 The employer is strongly committed to providing a healthy and safe working environment for all employees. It is recognised that employees sometimes face difficult situations in their work and personal life, such as domestic and family violence, that may affect their attendance, performance at work or safety.

8.2.2 Domestic and family violence occurs when one person in a relevant relationship uses violence and abuse to maintain power and control over the other person. This can include behaviour that is physically, sexually, emotionally, psychologically or economically abusive, threatening, coercive or aimed at controlling or dominating the other person through fear. Domestic and family violence can affect people of all cultures, religions, ages, genders, sexual orientations, educational backgrounds and income levels.

8.2.3 Managers, supervisors and all employees are committed to making their workplaces a great place to work. The workplace can make a significant difference to employees affected by

domestic and family violence by providing appropriate safety and support measures. "Domestic violence" and "relevant relationship" is as defined under Division 2 and Division 3 of the *Domestic and Family Violence Protection Act 2012* (Qld).

8.2.4 The parties recognise that employees have the right to choose whether, when and to whom they disclose information about being affected by domestic and family violence. Managers and employees will sensitively communicate with employees and colleagues affected by domestic and family violence. Nothing in this clause however, prevents the employer from disclosing information provided by an employee if the disclosure is required by a State or Federal Law.

8.2.5 The employer will continue to promote its commitment to supporting victims of domestic and family violence via their employee orientation and promote the 'Recognise, Respond, Refer' domestic and family violence online training.

8.2.6 Support for employees affected by domestic and family violence is provided for in the *Public Service Commission Directive 03/20: Support for employees affected by domestic and family violence*.

8.2.7 In accordance with the *Industrial Relations Act 2016* (Qld) an employee is entitled to 10 days of domestic and family violence leave on a full pay in a year if:

- the employee has experienced domestic violence; and
- the employee needs to take domestic and family violence leave as a result of domestic violence.

8.2.8 This entitlement, including provision for casual employees, will be administered in accordance with section 52 of the *Industrial Relations Act 2016* (Qld).

8.2.9 Queensland Health Employee Assistance offers a range of support services and programs. Employees can access information about available support service through line managers or their local human resource services.

8.3 Lactation breaks

8.3.1 Queensland Health is committed to the application of the Public Service Commission *Breastfeeding and Work Policy* and to a supportive work environment for employees who choose to breastfeed. Decisions made regarding requests for lactation breaks and flexible work options must be fair, transparent, and capable of review.

8.3.2 Lactation breaks are to be made available to employees to breastfeed or express breast milk during work hours. Where possible, lactation breaks are to be provided as time off without debit. All Queensland Health employees are entitled to a total of one hour paid lactation break/s for every eight hours worked. For employees requiring more than one hour for combined lactation break/s during a standard working day, flexible work or leave arrangements may be implemented to cover the time in excess of that hour.

8.3.3 Workplace facilities should be provided, where practicable, for employees who choose to express breast milk or breast feed their child during work hours.

8.3.4 An appropriate workplace facility would include, where practicable:

- a private, clean and hygienic space which is suitably signed and lockable;
- appropriate seating with a table or bench to support breastfeeding equipment;
- access to a refrigerator and microwave;

- an appropriate receptacle for rubbish and nappy disposal;
- a powerpoint suitable for the operation of a breast pump;
- access to facilities for nappy changing, washing and drying of hands, and equipment; and
- facilities for storing breast feeding equipment (e.g.) a cupboard or locker.

8.3.5 Where suitable workplace facilities are not available on-site, the employee should discuss suitable alternatives and agree on the most appropriate arrangement with their line manager.

8.3.6 Employees who choose to breastfeed should be supported in that choice and treated with dignity and respect in the workplace.

8.4 Cultural leave - unpaid

8.4.1 Due to cultural obligations, an employee of Aboriginal and/or Torres Strait Islander origin may take up to five days unpaid cultural leave in each year (or a greater number of days as provided under *HR Policy C7 Special leave*). The entitlement will be administered in accordance with section 51 of the *Industrial Relations Act 2016* and HR Policy C7.

8.5 Clinical support time

8.5.1 The service acknowledges medical education, teaching, training, and research are part of its core business. Therefore, as part of core hours, an employee may have access to clinical support time in accordance with operational requirements, at the discretion of the service.

8.5.2 An employee will not derive an income from activities during clinical support time other than through their employment with the service, except honorariums received for discharging duties for professional associations.

8.6 Professional development leave and allowance

8.6.1 In the interests of patient and medical practitioner safety and innovation, the employee must access the professional development necessary to contribute to the maintenance or enhancement of professional knowledge, skills, and scope of clinical practice in line with their role.

8.6.2 Professional development is to be discussed as part of a performance process paying due attention to both the employee's needs and the clinical circumstances in which they practise. Further, professional development activities must reasonably provide value to the service as well as to the individual employee.

8.6.3 Professional development leave is paid leave established to contribute to the requirements for the appropriate registration, credentialing and/or the professional development of the employee.

8.6.4 An employee may accrue four weeks' professional development leave per year which may accumulate up to a maximum of 40 weeks.

8.6.5 Professional development leave will not be cashed out upon cessation of employment.

8.6.6 The taking of professional development leave will be subject to the prior approval of the Executive Director Medical Services, Clinical Director or relevant manager and is required to form part of the employee's performance plan.

8.6.7 Where the service has identified during performance planning and/or review discussions a need for the employee to participate in certain professional development activities to address or improve performance issues, the service may require the employee to undertake professional development activities and/or take professional development leave for such periods as is necessary.

8.6.8 Subject to agreement with the Executive Director Medical Services, Clinical Director, or relevant manager, the employee may utilise accrued professional development leave to undertake professional development activities outside of core hours, provided that the delivery of services is not unreasonably affected.

8.6.9 The employee will be eligible for a professional development allowance (PDA) if the employee is:

- employed for at least six hours per week by the service; or
- employed for less than six hours per week, if rostered on-call more frequently than one in four.

8.6.10 Where an eligible employee is employed in a country area, the employee will receive one annual lump sum payment of $6,180 per annum as their PDA.

8.6.11 Where an eligible employee is employed in an area other than a country area, the employee will receive one annual lump sum payment of $5,150 per annum as their PDA.

8.6.12 For clause 8.5, '*Country area'* means all HHSs except those facilities operated by:

- Children's Health Queensland Hospital and Health Service;
- Darling Downs Hospital and Health Service;
- Gold Coast Hospital and Health Service;
- Metro North Hospital and Health Service;
- Metro South Hospital and Health Service;
- Sunshine Coast Hospital and Health Service;
- West Moreton Hospital and Health Service; and
- Central Business Units located in the above HHSs.

8.7 Annual / recreation leave

8.7.1 *HR Policy C51 Annual / recreation leave*, as amended from time to time, outlines annual leave provisions and arrangements.

8.7.2 Employees (other than a casual employee) are entitled to four weeks annual leave each year. An exception is where work is ordinarily required to be performed on public holidays. Employees who are ordinarily required to work public holidays and who have completed a full year of employment will be allowed an additional one week annual leave. The additional week's leave is in lieu of extra payment for the work performed on public holidays. Annual leave may be allowed to accumulate for two years or longer by agreement. Employees who accrue five weeks recreational leave per annum and are required to be on-call once during the Christmas closure period, will be debited one day from their recreational leave balance.

8.7.3 Employees who accrue five weeks recreational leave per annum and are required to be on-call for two or more periods during the Christmas closure period will not have their recreational leave balance debited. For all Employees a further amount of 17.5% leave loading is calculated for four weeks annual leave accumulated in any one year. The leave loading is paid when annual leave is accessed or paid out at termination.

8.8 Long service leave

8.8.1 *Long Service Leave Directive 10/24*, (as amended from time to time) outlines long service leave provisions and arrangements. Payment for long service leave will be made at the ordinary rate of pay being paid to the employee immediately prior to the long-service leave being taken.

8.9 Parental leave

8.9.1 Eligible employees will be entitled to 14 weeks paid parental leave which may be taken at half pay for double the period of time and 14 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. This provision is in addition to the Commonwealth paid parental leave scheme.

8.9.2 Further parental leave entitlements and conditions are outlined in *HR Policy C26 Parental leave*, as amended from time to time.

8.10 Personal leave

8.10.1 Personal leave is provided for in Division 6 of the QES and covers: (i) sick leave; (ii) carer's leave; (iii) bereavement leave; and (iv) cultural leave.

8.10.2 That type of leave is available under the following policies, as amended from time to time:

- *HR Policy C64 Sick leave*;
- *HR Policy C9 Carer's leave*;
- *HR Policy C11 Bereavement and compassionate leave*; and
- *HR Policy C7 Special leave* (paragraph 3).

8.10.3 An application for sick leave of more than three days must be supported by a medical certificate or any other evidence that is acceptable to the employer.

8.11 Special leave

HR Policy C7 Special leave, as amended from time to time, outlines permanent and temporary employee entitlements and conditions relating to special leave, such as declared state of emergency/disaster attendance leave.

8.12 Court attendance and jury service

HR Policy C6 Court attendance and jury service, as amended from time to time, outlines the provisions for Employees required to attend court as a witness, or to undertake service as a juror.

8.13 Public holidays

8.13.1 Public holidays are provided for in Division 10 of the QES. Clauses 8.13.2 - 8.13.8 supplement the QES provisions.

8.13.2 An employee (other than a casual employee) who would normally work on a day on which a public holiday falls and who is not required to work on that day shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday.

8.13.3 An employee who works ordinary hours on a public holiday, other than on Labour Day, Show Day, Easter Saturday or Easter Sunday, shall be paid at the rate of time and one-half for all ordinary hours worked.

8.13.4 An employee who works ordinary hours on a public holiday which occurs on a Saturday or Sunday shall be paid at the rate of double time and one-half for all time worked.

8.13.5 An employee who works ordinary hours on Labour Day will be paid at the rate of double time and one-half for all time worked.

8.13.6 An employee who works ordinary hours on Show Day, Easter Saturday or Easter Sunday will be paid at the rate of double time and one-half for all time worked.

8.13.7 Subject to clause 8.13.8, where an employee is on a rostered day off on Labour Day, Show Day, Easter Saturday or Easter Sunday:

(a) they may be paid an additional day's wage; or

(b) they may be granted a day's holiday in lieu at a time to be mutually arranged between the employer and the employee concerned; or

(c) an extra day may be added to their annual leave for each such day on which they are on a rostered day off.

8.13.8 In the case of Easter Saturday and Easter Sunday, clause 8.13.7 does not apply to an employee who is not ordinarily required to work on a Saturday or Sunday respectively. For ordinary hours worked on a public holiday, payments under this clause are to be made on a majority of shift basis.

8.14 Examiners' leave

Employees are entitled to access examiners' leave. Examiners' leave may be accessed by a registered examiner of any of the royal colleges for the purpose of conducting and examining registrars, or teaching. Such leave shall be granted only for periods that fall in rostered hours.

PART 9 - EMPLOYMENT CONDITIONS

9.1 Recognition of entitlements

HR Policy C55 Recognition of previous service, as amended from time to time, outlines entitlements for recognition of previous service for long service leave and sick leave purposes.

9.2 Discipline

HR Policy E10 Discipline, as amended from time to time, outlines the policy and process for the management of discipline in the service.

9.3 Hours of work

9.3.1 Standard work hours are between 7:00 am to 6:00 pm Monday to Friday (inclusive). The standard hours maybe varied by agreement between the service and the employee.

9.3.2 Rostered hours may be of any length but shall not exceed nine hours in any one day. Provided that, with mutual agreement between the employer and the employee, the rostered hours scheduled for an employee may be averaged, but must not exceed 64 hours in any one fortnight.

9.3.3 The employee's rostered hours will be as agreed between an individual employee and their employer in their contract of employment. However, based on the service's operational requirements, the employee may be required to work hours in addition to rostered hours, remain on-call outside core hours or be recalled for duty outside core hours, including in the evening, overnight or on weekends. Further, it is acknowledged that due to the nature of the work of an employee, the employee may be required, in an emergency, to attend patients outside of the public system, during core hours.

9.3.4 Except where clinical priorities require otherwise, if there is a potential conflict between the employee's public practice duties and their private practice commitments (if granted), the employee must first comply with their public practice duties.

9.3.5 Where the employer proposes a change to the employee's rostered hours:

- agreement will be sought from the employee;
- the employee may agree to work the proposed roster;
- the employee may refuse the proposed roster if there are reasonable grounds which may include, for example, the inability to manage care arrangements, any adverse effects on the employee's private practice, or where the risk of fatigue cannot be appropriately mitigated;
- if agreement cannot be reached, the employee may access the grievance/dispute resolution process outlined in clause 1.10; and
- the employee will be provided with three months' notice of change to the roster.

9.4 On-call hours

9.4.1 An employee can be rostered to be 'on-call', provided the employee is not rostered on-call for more than 14 on-call periods in any 14-day period commencing 7:00 am on Monday without agreement between the service and the employee.

9.4.2 On-call allowance rates attract an on-call base rate loading of 6.5%.

9.4.3 Wherever possible, an employee should have one weekend in two consecutive weekends free from on-call duty and one day per week free from on-call duty. For the purposes of this provision, a weekend is deemed to be from 7:00 am Saturday to 7:00 am the following Monday.

9.4.4 On-call commitments shall have regard to the number of notional sessions undertaken by the employee.

9.4.5 An employee will not be placed on-call between 7:00 am to 6:00 pm Monday to Friday (inclusive), unless required by the service and by agreement from the employee. Where a service requires an employee to be on-call outside core hours and such a requirement conflicts with the employee's external private practice hours commitments, then by agreement, the employee may be on-call, provided the employee is available to respond to calls when required and meet their on-call commitments.

9.5 Recall (call-back)

The recall base rate multiplier is 1.60 (or 160%). All recall will be paid at 160% of the relevant loaded base rate. Recall is paid each fortnight through the submission of Attendance Variation and Allowance Claims (AVACs) (i.e., on an exception basis).

9.6 Digital recall

9.6.1 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.

9.6.2 An exception to this is any digital recall within the minimum period of 30 minutes shall not be regarded as a separate digital recall.

9.6.3 Digital recall includes, but is not limited to work that requires access, review and/or creation of a record containing a patient's medical information, care or treatments received, test results, diagnoses, and/or medications prescribed and includes clinical decision documentation, or the provision of clinical direction or recommendations that materially influence patient care, subject to satisfying the evidentiary requirements.

Digital recall shall be:

- evidenced by extended and/or repeated telephone communication; and
- supported by verifiable documentation made by, or made in consultation with, the recalled medical officer.

9.6.4 Review of non-complex information that would reasonably be conveyed effectively verbally by phone is not considered to be digital recall.

9.7 Meal breaks and rest pauses

9.7.1 Employees rostered for a minimum period of six hours are entitled to have a meal break of 30 minutes clear of work commitments.

9.7.2 Scheduling of meal breaks for longer than 30 minutes must be agreed in writing between the employee and the employer.

9.7.3 Employees are expected to make a reasonable effort to access such breaks and manage their meal breaks in accordance with operational and clinical requirements.

9.7.4 If an employee is rostered for a minimum period of four hours, the employee will be entitled to paid rest pauses, taken in the employer's time, as follows:

(a) one 10-minute rest pause for an employee who works between four and six ordinary hours in any day; or

(b) two 10-minute rest pauses for an employee who works for more than six ordinary hours in any day.

9.7.5 With agreement between the employee and employer, rest pauses may be taken together to form one 20-minute break.

9.8 Relieving

In emergent circumstances, the service may require the 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.

9.9 Motor vehicle

9.9.1 Where an employee is recalled to perform work to provide a clinical service outside core hours, the employee shall be refunded the cost of transport as follows:

(a) taxi or ride-share fares where utilised; or

(b) one motor vehicle allowance as per *Motor Vehicle Allowances Directive 20/16*, as amended from time to time.

9.9.2 An employee will be compensated for reasonable out of pocket expenses in accordance with Directive 20/16 incurred for travel to non-metropolitan hospitals.

9.10 Overtime (continuation of duty)

9.10.1 An employee will be paid overtime on an exception basis, it will only be payable when the hours worked in any one session exceeds nine hours.

9.10.2 Overtime paid on an exception basis (as it occurs) is processed by submission of an AVAC form.

9.10.3 Overtime will be calculated on a fortnightly basis. The overtime base rate multiplier is 1.60 (or 160%). All overtime worked on an exception basis will be paid at 160% of the relevant loaded base rate.

9.10.4 An employee and the service may agree for overtime to be paid on an annualised basis. This payment is to be based on a reasonable prediction by the service, that the overtime will be worked by that employee over the course of the year, to which the overtime base rate multiplier will be applied. For example, a four-year Visiting Specialist will be paid at a rate of 1.60 x $227.62 = $364.19/hour.

9.11 Fuel allowance

9.11.1 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:

- Less than six hours per fortnight - $580 per annum;
- Six 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.

9.12 Exception to call back

9.12.1 A service may choose to offer the availability of exception to call back arrangements for employees at specific HHS hospitals. 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.

9.12.2 Applicable HHS hospitals include:

- Bundaberg Hospital;
- Cairns Base Hospital;
- Gladstone Hospital;
- Hervey Bay Hospital;
- Mackay Base Hospital;
- Maryborough Hospital;

- Mount Isa Hospital;
- Rockhampton Hospital;
- Toowoomba Hospital; and
- Townsville Hospital.

9.13 Clinical manager allowance and medical manager allowance

9.13.1 A Visiting Medical Officer appointed to a clinical management or medical management role is entitled to be paid a Clinical Manager Allowance or Medical Manager Allowance, provided they meet the criteria in *HR Policy C80 Clinical Manager Allowance and Medical Manager Allowance*.

9.13.2 For the purposes of this allowance, it will not be treated as all-purpose.

9.13.3 The parties agree that HR Policy C80 will be reviewed and amended to include eligible Visiting Medical Officers. Pending completion of that review and implementation of the amended policy, the eligibility criteria contained in HR Policy C80 will apply to Visiting Medical Officers from the date of certification of this Agreement, with any applicable allowance paid on a pro-rata basis.

9.13.4 The applicable allowance rates are those prescribed in Schedule 2 of this Agreement.

9.14 Confidential workspaces

9.14.1 HHSs will take reasonable steps to facilitate access to appropriate spaces for VMOs to undertake confidential work. This may include, but is not limited to, access to private work areas and secure digital storage for confidential documents and materials such as letters, notes and other records generated or required as part of a VMOs ordinary duties. Access to confidential workspaces will not be unreasonably refused.

9.15 Safe workspaces

9.15.1 For the safety of patients and employees, patients are to be assessed and treated in spaces that are appropriate to the treatment of the patient. This includes access to appropriate equipment, confidentiality, privacy, ability to move freely and safely (e.g. access and egress). This applies to all employees and their workplaces, including those services outside hospital settings.

9.16 Review of the Visiting Medical Officer Employment Framework

9.16.1 The parties agree to undertake a review of the Visiting Medical Officer employment framework during the life of this Agreement.

9.16.2 The purpose of the review is to examine the operation, structure, and content of the Visiting Medical Officer employment framework, including relevant certified agreement provisions, Health Employment Directives, Human Resource Policies, employment contract arrangements and other supporting documentation.

9.16.3 The review may identify opportunities to consolidate, amend, relocate or remove duplication of provisions and supporting documents, or otherwise improve the structure and operation of the Visiting Medical Officer employment framework.

9.16.4 Any findings or recommendations arising from the review are for discussion purposes only and do not of themselves amend this Agreement or create any entitlement or obligation that changes will be implemented during the life of this Agreement. Findings from the review may be

considered by the parties in the next bargaining process. Any changes to the employment framework for Visiting Medical Officers during the life of this Agreement will only occur by agreement between the parties.

PART 10 - NO FURTHER CLAIMS

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

(a) The employee, 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.

(b) This Agreement covers all matters or claims that could otherwise be subject to protected action under the *Industrial Relations Act 2016* (the Act) and its successors.

10.2 Clause 10.1 does not prohibit or restrict an application being made under Chapter 5, Part 3 of the Act.

SCHEDULE 1 - Wage Rates

Table 1.1 - VMO Base Hourly Rates

	Rates Payable From 1 July 2026	Rates Payable From 1 July 2027	Rates Payable From 1 July 2028
	Per Hour	Per Hour	Per Hour
Visiting Specialist			
1st Year	$140.59	$144.10	$147.70
2nd Year	$145.39	$149.02	$152.75
3rd Year	$150.02	$153.77	$157.61
4th Year	$153.80	$157.65	$161.59
Visiting Senior Specialist			
1st Year and Thereafter	$167.09	$171.27	$175.55
Visiting General Practitioner			
1st, 2nd and 3rd Year	$122.09	$125.14	$128.27
4th Year and Thereafter	$126.74	$129.91	$133.16
Visiting General Practitioner with FRACGP and/or Vocational Registration			
1st Year	$122.09	$125.14	$128.27
2nd Year	$126.74	$129.91	$133.16
3rd Year and Thereafter	$131.34	$134.62	$137.99

Note: The base hourly rates payable from 1 July 2026 are inclusive of the applicable CUA (3% wage increase, plus 0.5% CUA).

Table 1.2 - VMO Loaded Hourly Rates (48% Loading on Base Hourly Rate)

	Wage Rates Payable From 1 July 2026	Wage Rates Payable From 1 July 2027	Wage Rates Payable From 1 July 2028
	Per Hour	Per Hour	Per Hour
Visiting Specialist			
1st Year	$208.07	$213.27	$218.60
2nd Year	$215.18	$220.55	$226.07
3rd Year	$222.03	$227.58	$233.26
4th Year	$227.62	$233.32	$239.15
Visiting Senior Specialist			
1st Year and Thereafter	$247.29	$253.48	$259.81
Visiting General Practitioner			
1st, 2nd and 3rd Year	$180.69	$185.21	$189.84
4th Year and Thereafter	$187.58	$192.27	$197.08
Visiting General Practitioner with FRACGP and/or Vocational Registration			
1st Year	$180.69	$185.21	$189.84
2nd Year	$187.58	$192.27	$197.08
3rd Year and Thereafter	$194.38	$199.24	$204.23

SCHEDULE 2 - Clinical Manager Allowance and Medical Manager Allowance Rates

	Rates Payable From 1 July 2026	Rates Payable From 1 July 2027	Rates Payable From 1 July 2028
	Per Hour	Per Hour	Per Hour
Clinical Manager Allowance (CMA)			
Level 1	$4.17	$4.28	$4.39
Level 2	$6.26	$6.41	$6.57
Level 3	$8.35	$8.55	$8.77
Level 4	$10.43	$10.69	$10.96
Level 5	$12.52	$12.83	$13.15
Level 6	$14.60	$14.97	$15.34
Level 7	$16.69	$17.11	$17.54
Medical Manager Allowance (MMA)			
Level 1	$3.13	$3.21	$3.29
Level 2	$5.22	$5.35	$5.48
Level 3	$9.39	$9.62	$9.86
Level 4	$13.56	$13.90	$14.25
Level 5	$17.73	$18.18	$18.63
Level 6	$20.86	$21.38	$21.92
Level 7	$23.99	$24.59	$25.21
Level 8	$27.12	$27.80	$28.49
Level 9	$30.25	$31.00	$31.78
Level 10	$32.33	$33.14	$33.97

SIGNATORIES

Signed by the Chief Executive of Queensland Health - Director General, Queensland Health

Signature	Print name and date

In the presence of:

Signature	Print name and date

Signed by the Australian Salaried Medical Officers' Federation Queensland, Industrial Union of Employees (ASMOFQ)

Signature	Print name and date

In the presence of:

Signature	Print name and date

Signed by Together Queensland, Industrial Union of Employees (TQ)

Signature	Print name and date

In the presence of:

Signature	Print name and date