

## SMO/VMO Contract

# Grievance/dispute resolution procedure

The Department's Policy E12 *Grievance Resolution* applies to the Medical Officer and the Service<sup>1</sup>.

The parties are committed to a cooperative, locally focused grievance or dispute resolution process. The Contract<sup>2</sup> provides for a Grievance/dispute resolution procedure to assist both resolution of workplace issues and matters arising from the application of the Contract.

The procedure includes the capacity if a dispute is unresolved, for a Medical Officer to elect that an agreed dispute resolution procedure provides for binding arbitration of the dispute.

Where an agreed dispute resolution procedure provides for binding arbitration of the dispute, the following process will apply:

- 1) the Director-General will, within seven days, request a Deputy President of the Queensland Industrial Relations Commission be appointed to arbitrate the matter.
- 2) The notifier must, within 7 days of the notification of their election to seek binding arbitration provide to the arbitrator and the other party/ies a written submission, specifying the nature of the grievance or dispute and including any correspondence or materials to be relied on in the proceedings.
- 3) The other party/ies may provide a submission in response within 7 days after receiving the submission.
- 4) The arbitrator will convene a conference of the parties following receipt of the parties' written submissions to determine an appropriate process to hear and determine the dispute as quickly as possible.
- 5) The arbitrator may, having regard to the views of the parties:
  - a) decide it is appropriate to try to resolve the dispute by conciliation before arbitrating the dispute;
  - b) proceed to arbitrate the matter by a process the arbitrator considers appropriate to determine the dispute as quickly as practicable;
  - c) make such procedural orders as is necessary to provide the parties with a reasonable opportunity to present their case including:
    - i) any further evidence not provided at the time of notification; and
    - ii) for the parties to provide oral or written submissions; and
    - iii) for the parties to call witnesses and experts relevant to the field of the grievance or dispute.
- 6) The arbitrator may require that the process be conducted on a confidential basis and/or that any evidence or submissions be kept confidential.

1) <sup>1</sup> For the purpose of this document a Service is defined as a Hospital and Health Service, the Health Service Support Agency or the Department of Health

<sup>2</sup> For the purpose of this document Contract refers to the Senior Medical Officer Contract of Employment and the Visiting Medical Officer Contract of Employment

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- 7) The arbitrator must conduct the arbitration in a manner authorised by the Contract and this procedure and must ensure that any determination of a dispute arising under the Contract is consistent with the terms of the Contract.
- 8) The arbitrator may inform him or herself in any manner he or she considers appropriate and is not bound by rules of procedure or evidence.
- 9) The arbitrator will issue a written determination of the grievance of dispute, including reasons for the determination. The arbitrator may amend the determination to correct any errors or irregularities.
- 10) The parties agree to be bound by the outcome of the arbitration process, provided that they reserve their rights to appeal the determination on an error of law.