

## **Contract Addendum: Contract implementation arrangements *For Senior Medical Officers and Visiting Medical Officers***

This document will be included as an addendum to the Senior Medical Officer and Visiting Medical Officer contracts. The below provisions are to be read and applied in conjunction with provisions in the body and schedules of the contracts.

### Termination of employment

1. Prior to notice being given by the Service under clause [25(1) or (2) of the Senior Medical Officer Contract and 23(1) or (2) of the Visiting Medical Officer Contract], the Service will advise the Medical Officer of any concerns that it considers may constitute grounds for termination of employment.
2. The Medical Officer will be provided with an opportunity to address the concern.
3. If the Medical Officer receives notice of termination, the Medical Officer may, after having exhausted those processes under clause [25(3) of the Senior Medical Officer Contract and 23(3) of the Visiting Medical Officer Contract], appeal the termination decision to the Director-General. The Director-General will request a Deputy President of the Queensland Industrial Relations Commission to review.
4. The Director-General will appoint the reviewer to independently review the decision to determine whether or not the termination was harsh, unjust or unreasonable.
5. The Service and Medical Officer agree to be bound by the appeal process.

### Rostering and fatigue

*To be read in conjunction with clauses 15 and 18 of the Senior Medical Officer Contract and clauses 15 and 17 of the Visiting Medical Officer Contract.*

Where a Service proposes a new shift between 6.00pm and 7.00am:

1. The Service will call for an expression of interest in working the proposed shift from suitable Medical Officers and the Medical Officer may nominate to work the proposed shift.
2. If an inadequate number of Medical Officers nominate to work the proposed shift, the Medical Officer may be consulted in relation to working the proposed shift.
3. The Medical Officer may agree to work the proposed shift.
4. The Medical Officer cannot unreasonably decline to work the proposed shift and must provide their reasons for not being able to work the proposed shift, for example the inability to manage care arrangements or concerns that the shift will lead to adverse patient outcomes.

5. The Medical Officer may access the dispute resolution process outlined in clause 9 of the contract if they dispute the rostering decision.

6. The Senior Medical Officer will be provided with no less than four weeks' notice of the change to the roster, while the Visiting Medical Officer will be provided with three months' notice of the change to the roster.

### Transfer

*To be read in conjunction with clause 5 of the Senior Medical Officer Contract and the Visiting Medical Officer Contract.*

Where a Service proposes to relocate the Medical Officer within the Service:

1. The Service will call for an expression of interest in relocation from suitable Medical Officers and the Medical Officer may nominate to relocate.
2. If an inadequate number of Medical Officers nominate to work in the location, the Medical Officer may be consulted in relation to working at the alternative location.
3. The Medical Officer may agree to work at the alternative location.
4. The Medical Officer cannot unreasonably decline to work at the alternative location.
5. If the Medical Officer declines to work at the alternative location, they must identify personal circumstances that impact on the Medical Officer's ability to change work location.
6. If agreement cannot be reached, a Medical Officer may refer a relocation decision to the Director-General for consideration.

### Arbitration of disputes

The following process steps supplement the grievance/dispute resolution process in clause 9 of the contract:

1. If the Medical Officer seeks mediation or alternative dispute resolution (including arbitration) under clause 9(2)(c) of the contract, the Service will agree to a process of mediation or alternative dispute resolution.
2. The Service agrees to be bound by the outcome of the mediation or alternative dispute resolution process.
3. If the Medical Officer elects to have binding arbitration of the dispute, the matter will be referred to the Director-General who will appoint a reviewer to arbitrate the matter. The Director-General will request a Deputy President of the Queensland Industrial Relations Commission to arbitrate.

4. The Medical Officer may elect to have a support person or advocate with them during the mediation or alternative dispute resolution process.

Key performance indicators (performance and productivity indicators)

*To be read in conjunction with clause 21 of the Senior Medical Officer Contract and clause 19 of the Visiting Medical Officer Contract.*

1. Key performance indicators (KPIs) will be developed by agreement between the Medical Officer and the Service.
2. Where the contract commences on 7 July 2014, payments for Senior Medical Officers under Tier 3 will be guaranteed until 1 July 2016 whilst KPIs are refined and systems to measure are put in place.

Reversion (Senior Medical Officers only)

1. The Medical Officer may revert to the collective employment arrangement prior to 30 June 2015. The Medical Officer must give one month's notice of reversion.
2. Upon reversion, the Service will administratively apply the terms and conditions in industrial instruments that would otherwise apply to the Medical Officer's employment at that date.
3. The Medical Officer acknowledges that, should they choose to revert to the collective arrangement:
  - They will no longer have access to private practice arrangements; and
  - Clauses 9 and 25 of the contract as supplemented by this addendum will continue to be applied administratively to the Medical Officer for the purpose of dispute settlement and termination processes.