

## **SENIOR MEDICAL OFFICER CONTRACT ADDENDUM**

### **CONTRACT IMPLEMENTATION ARRANGEMENTS**

This addendum sets out arrangements for how the Service is required to implement and apply particular provisions of the Contract. It is to be read in conjunction with the Contract.

#### **1. Termination of employment**

- 1.1 The Service must advise the Medical Officer of any concerns that it considers may constitute grounds for termination of employment prior to notice being given under clause 25(1) or (2) of the Contract, or termination under clause 25(5).
- 1.2 The Medical Officer will be provided with an opportunity to address any concerns, before any decision to terminate the employment is implemented.
- 1.3 If the Medical Officer's employment is terminated following implementation of (1.1) and (1.2) above, the Medical Officer may, after having exhausted those processes under clause 25(3) of the Contract (if applicable) appeal the termination decision to the Director-General. This appeal must be within 21 days of the termination decision.
- 1.4 Following consultation with the Medical Officer to establish the Medical Officer's preference, the Director-General will either request a Deputy President of the Queensland Industrial Relations Commission be appointed or appoint an appropriately qualified person to independently review the decision to determine whether or not the termination was harsh, unjust or unreasonable.
- 1.5 The Service and the Medical Officer agree to be bound by the appeal process.
- 1.6 The Medical Officer may elect to have a support person or advocate with them during the appeal process.

#### **2. Arbitration of disputes**

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

- 2.1 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.
- 2.2 The Service agrees to be bound by the outcome of the mediation or alternative dispute resolution process.
- 2.3 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. Following consultation with the Medical Officer to establish the Medical Officer's preference, the Director-General will either request a Deputy President of the Queensland Industrial Relations Commission be appointed or appoint an appropriately qualified person to arbitrate the matter.
- 2.4 The Medical Officer may elect to have a support person or advocate with them during the mediation or alternative dispute resolution process.

#### **3. Rostering and fatigue**

*To be read in conjunction with clauses 15 and 18 of the Contract.*

Where a Service proposes a new shift where any part of a shift that falls between 6.00pm and 7.00am:

- 3.1 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.
- 3.2 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.
- 3.3 The Medical Officer may agree to work the proposed shift.
- 3.4 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, concerns that the shift will lead to adverse patient outcomes, or where the risk of fatigue cannot be mitigated.
- 3.5 If agreement cannot be reached, the Medical Officer may access the dispute resolution process outlined in clause 9 of the Contract and further supplemented through the Arbitration of Disputes process contained in the addendum.
- 3.6 The Medical Officer will be provided with no less than four weeks' notice of the change to the roster.

#### **4. Transfer**

*To be read in conjunction with clause 5 of the Contract.*

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

- 4.1 The Service will call for an expression of interest in relocation from suitable Medical Officers and the Medical Officer may nominate to relocate.
- 4.2 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.
- 4.3 The Medical Officer may agree to work at the alternative location.
- 4.4 The Medical Officer cannot unreasonably decline to work at the alternative location.
- 4.5 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.
- 4.6 If agreement cannot be reached, the Medical Officer may access the dispute resolution process outlined in clause 9 of the Contract and further supplemented through the Arbitration of Disputes process contained in the addendum.

#### **5. Key performance indicators (performance and productivity indicators)**

*To be read in conjunction with clause 21 of the Contract.*

- 5.1 Key performance indicators (KPIs) will be developed and varied by agreement between the Medical Officer and the Service.
- 5.2 If agreement cannot be reached, the Medical Officer may access the dispute resolution process outlined in clause 9 of the Contract and further supplemented through the Arbitration of Disputes process contained in the addendum.
- 5.3 Where the Contract Commencement Date is 7 July 2014, payments for Medical Officers under Tier 3 will be guaranteed until 30 June 2016, whilst KPIs are refined and systems to measure are put in place. Agreed KPI's for financial year 2015/16 will be measured and outcomes may impact remuneration for 2016/17 financial year.

## 6. Intellectual Property

*To be read in conjunction with clause 24 of the Contract*

- 6.1 Clauses 24 (5) and 24(6) only applies to intellectual property produced, invented or conceived by a Medical Officer in the course of their employment or in connection with their work with the Service. Clause 24(7) makes it clear that intellectual property produced, invented or conceived by a Medical Officer in their private practice will not be subject to clauses 24(5) or 24(6).
- 6.2 If a dispute arises, the Medical Officer may access the dispute resolution process outlined in clause 9 of the Contract and further supplemented through the Arbitration of Disputes process contained in the addendum.

## 7. Reversion

- 7.1 The Medical Officer may revert to the collective employment arrangements prior to 30 June 2015. The Medical Officer must give one month's notice of reversion.
- 7.2 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.
- 7.3 The Medical Officer acknowledges that, should they choose to revert to the collective arrangement:
  - They will no longer have access to private practice arrangements;
  - As high income senior employees they will no longer have access to the QIRC, and as such;
  - 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.

**The conditions in this Addendum are to be read and applied in conjunction with the Contract (including its schedules). A variation not specifically contemplated by the contract cannot result in a disadvantage to the Medical Officer.**

Signed by the parties on the dates stated below

**SIGNED** for and on behalf of the  
**STATE OF QUEENSLAND** by  
**THE HEALTH SERVICE CHIEF**  
**EXECUTIVE**; or  
**THE DIRECTOR-GENERAL**  
in the presence of:

) .....  
) *(signature of (select one)):*  
)  Health Service Chief Executive;  
)  Director-General  
)  
) ..... / ..... / .....  
) *(date)*

.....  
*(signature of witness)*

.....  
*(name of witness)*

**SIGNED** by the **MEDICAL OFFICER**  
in the presence of:

) .....  
) *(signature of Medical Officer)*  
)  
) ..... / ..... / .....  
) *(date)*

.....  
*(signature of witness)*

.....  
*(name of witness)*