



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Royal Flying Doctor Service (Queensland Section) Limited
(AG2020/602)

ROYAL FLYING DOCTOR SERVICE OF AUSTRALIA (QUEENSLAND SECTION) LIMITED MEDICAL OFFICERS ENTERPRISE AGREEMENT 2020 - 2023

Health and welfare services

DEPUTY PRESIDENT ASBURY

BRISBANE, 29 APRIL 2020

Application for approval of the Royal Flying Doctor Service of Australia (Queensland Section) Limited Medical Officers Enterprise Agreement 2020 – 2023 - National Employment Standards – Fair Work Act s. 62 – Maximum weekly hours – Working hours and on call hours – BOOT and payment for working and on call hours – Agreement passes BOOT – Agreement approved.

Background

[1] Royal Flying Doctor Service of Australia (Queensland Section) Limited (the Applicant) applies to the Fair Work Commission (the Commission) for approval of an enterprise agreement known as the *Royal Flying Doctor Service of Australia (Queensland Section) Limited Medical Officers Enterprise Agreement 2020 – 2023* (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). The Agreement is a single enterprise agreement.

[2] The Australian Salaried Medical Officers Federation, Queensland Branch (ASMOFQ), filed a Form F18 Statutory declaration of employee organisation in relation to an application for approval of an enterprise agreement in which the Branch Secretary declared that the organisation was a bargaining representative for the Agreement and supported its approval. ASMOFQ also indicated that it did not wish to advise the Commission about whether it agrees with one or more statements in the employer's statutory declaration.

[3] Further, neither ASMOFQ nor any of the employee bargaining representatives for the Agreement responded to a letter from the Commission advising that if they wished to be heard on the application for approval of the Agreement they should contact the Commission within seven days to inform the Commission of this.

Maximum weekly hours issue

[4] A potential issue was identified by the Commission in relation to the manner in which Clause 17 of the Agreement deals with ordinary hours of work. Clause 17.1 of the Agreement states that “[i]t is agreed a 12 hour duty shift is equivalent to an average of 9.5 hours worked.” Clause 17.2 of the Agreement states that “All full-time Medical Officers will be rostered 16 duty periods per 4 week period.” In correspondence with the employer (copied to the bargaining representatives) the Commission queried whether the effect of the above provisions with respect to a full-time Medical Officer may amount to a requirement to work a total or an average of 48 ordinary hours per week giving rise to a potential inconsistency with s.62 of the Act.

[5] Section 62 of the Act provides that an employer must not require an employee to work more than 38 hours per week unless the additional hours are reasonable. Furthermore, s.62(2) of the Act provides that employees may refuse to work additional hours if they are unreasonable and s.62(3) contains a number of criteria to be taken into account.

[6] A response was requested from the employer to clarify how clauses 17.1 and 17.2 of the Agreement are consistent with the maximum weekly hours of work provisions contained Chapter 2 Part 2 – 2 of the Act which is part of the National Employment Standards (NES), including the rights of employees to refuse unreasonable additional hours.

The position of ASMOFQ

[7] Upon the Commission requesting further information from the Applicant in relation to the hours of work issue, ASMOFQ communicated by email from an Industrial Officer advising that the matter had been raised during bargaining and that ASMOFQ and the bargaining representatives had sought clarity about the roster methodology and amounts used to calculate the annualised salary for the prescribed roster, but its concerns had not been addressed. The email went on to contend that members should be paid in full for all hours worked and that ASMOFQ supports approval of the Agreement by the Fair Work Commission on the basis that:

“1. RFDS ensures that employees are paid for all hours worked at their current and actual hourly rate of pay.

2. RFDS ensures that employees are better off under the Agreement than under the Award.

3. RFDS ensures the safety of all employees regarding fatigue (as per fatigue management guidelines) as a result of the hours of work and rosters.”

[8] A similar issue was raised in an email sent to the Commission by an employee bargaining representative. On the basis that the RFDS had submitted a statutory declaration to the effect that the Agreement passed the better off overall test (BOOT) and ASMOFQ had not taken issue with the contents of statutory declaration, nor sought to be heard in relation to the application for approval of the Agreement, I caused my Associate to correspond with ASMOFQ querying whether its position with respect to the approval of the Agreement had changed.

[9] After an exchange of emails, in which my Associate informed ASMOFQ and employee bargaining representatives that my provisional view was that a response received from RFDS had addressed my concerns and that the Agreement should be approved, ASMOFQ corresponded with my Associate stating that if the Commission is satisfied that the Agreement passes the BOOT it should be approved and that ASMOFQ had no objection in this regard. ASMOFQ also stated that it maintained the position that employees should be paid for all hours worked.

RFDS Response

[10] RFDS' response to the Commission's email via its legal representative Mr Rich Williamson of Seyfarth Shaw Australia, explained that there are two underpinning concepts dealing with an employee's hours of work under the Agreement: "*Rostered Duty Period*" and "*hours worked*". A "*Rostered Duty Period*" is a 12 hour window of availability during which an employee actually performs an average of 38 "*hours worked*" per week. A 12 hour Rostered Duty Period is not the same as an employee's "*hours worked*". The Agreement does not provide that any employee is required to perform work for 12 hours during each Rostered Duty Period.

[11] RFDS also contended that even if an employee was required to perform "*additional hours*" in excess of the average of 38 hours per week (including 12 hours on every Rostered Duty Period, which is highly improbable), employees would continue to enjoy the protections conferred by s.62 of the Act and would in any event remain better off overall as against the *Medical Practitioners Award 2020* (the Award) on the basis that the salaries in the Agreement are significantly higher than the equivalent Award rates, incorporate an amount in respect of reasonable additional hours and reflect current salaried arrangements.

[12] RFDS submitted that (as the Commission had noted) the Agreement states:

- Clause 17.1: "[i]t is agreed a 12 hour duty shift is equivalent to an average of 9.5 hours worked."
- Clause 17.2: "All full-time Medical Officers will be rostered 16 duty periods per 4 week period."

[13] RFDS also submitted that the following Agreement provisions are relevant to an employee's maximum weekly hours of work:

- Clause 5, which defines:
 - Rostered Duty Period to mean: "*a Rostered Duty Period during which an Employee is required to be **contactable and available** to perform any duties associated with the business of the Employer, excluding for any Medical Officer rostered to be an on-call supervisor (i.e. while not on duty). For rostering purposes, this equates to 12 hours as a Rostered Duty Period.*" (our emphasis)
 - Hourly Rate to mean: "*the Daily Rate divided by the full-time equivalent number of ordinary hours of work per day applicable to that role. For the purposes of payroll, this equates to 9.5 hours per day.*" (our emphasis)

- Clause 20.1 and 20.2, which defines the 12 hour Rostered Duty Periods for Day Duty and Night Duty, respectively.
- Clause 4.2, which provides: “Where there is inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.”

[14] In relation to these provisions, RFDS submitted that a Rostered Duty Period (on Day Duty or Night Duty) is a 12 hour window of availability during which an employee will actually perform their average of 38 “hours of work” (for the purposes of s.62 of FW Act). On average, an employee will actually perform duty during 9.5 “hours of work” in each Rostered Duty Period, per clause 17.1. This equates to an average of 152 “hours of work” per 4 week period, worked across 16 Rostered Duty Periods, per clause 17.2 (16 x 9.5 = 152). On average, this is 38 “hours of work” per week (152 / 4 = 38).

[15] The remaining duty-free hours on each Rostered Duty period are “on-call” hours where an employee is required to be contactable and available to perform any duties associated with the business. For the purposes of the BOOT, this time would attract an “on-call” payment for an employee engaged under the Award, per clause 20.3. That time would not be “ordinary hours” or “overtime” hours under the Award, unless the employee actually works. The Agreement’s significantly higher salaries (compared to the Award) incorporate an amount for on-call work.

[16] RFDS further submitted that if an employee was required to work 12 hours in each Rostered Duty Period (noting that such a requirement must be “reasonable” per s.62 of the Act), the Agreement’s significantly higher salaries would again result in the employee being significantly better off overall than they would be under the Award, taking into account the overtime penalties that would apply under the Award.

[17] RFDS pointed to the information in the Form F17 Employer declaration which appends a summary of Agreement provisions provided to employees to explain the effect of terms of the Agreement wherein employees were informed that: “*This clause provides for 12 hour duty shifts during which an employee is available to work, within which an average of 9.5 hours of actual work (ordinary hours) is performed, over 16 duty periods in each 4 week cycle.*”

[18] RFDS also pointed to clause 4.2 of the Agreement which provides that the NES will apply to the extent of any inconsistency with the Agreement (per clause 4.2). RFDS submitted that there is no inconsistency with the NES, and that the hours of work provisions are in line with the maximum weekly hours provision in the NES. It follows that hours worked in excess of the average of 9.5 hours on 16 Rostered Duty Periods in a 4-week cycle would be:

- “Additional hours” for the purposes of s.62 of the FW Act; and
- “Overtime” hours for the purposes of clause 20 of the Award.

[19] Again, RFDS points to the fact that its ability to require an employee to work hours in excess of an average of 9.5 per Rostered Duty Period is subject to the requirement that such a direction is reasonable as provided in s.62 of the Act. In this regard, the Agreement’s

significantly higher salaries as compared with the Award's equivalent salaries incorporate an amount in respect of reasonable overtime or additional hours.

Consideration

[20] After considering the views of the bargaining representatives, I confirm my provisional view that the Agreement passes the BOOT and does not operate in manner that is inconsistent with the NES. While those views express dissatisfaction with the bargained outcome the communications from the bargaining representatives do not raise any matters which would cause me to reconsider my provisional view. In this regard, I accept the submissions of RFDS in relation to the maximum working hours issue. The Agreement specifically protects the entitlements of employees under the NES including s.62 in relation to maximum weekly hours.

[21] I am also of the view that that the hours of work provisions do not cause the Agreement to fail the BOOT. The issue for consideration in relation to whether the Agreement passes the BOOT is not whether employees are paid for all hours worked or all hours which they claim should be considered as "work". Rather, the issue is whether each award covered employee or prospective employee would be better off overall if the agreement applied to the employee than if the relevant modern award applied to the employee.

[22] Where the Commission is considering this question in the context of hours of work which are compensated by remuneration in excess of the relevant award it is convenient to frame that consideration on the basis of whether an employee working hours provided for in the Agreement, at times and on days that the Agreement provides for such hours to be worked, would be paid more under the Agreement for working those hours than the employee would be paid for working the same hours under the Award. This analysis may also require an assessment of the arrangements in relation to working hours that the relevant agreement allows in addition to the hours actually worked at the time the assessment is undertaken.

[23] In the present case, the Agreement as assessed by the Commission's Agreements Team provides for salaries that range from 138% to 243% above Award rates. I accept that all rostered duty hours are not working hours and that there is a relevant distinction under the Award between an employee working and being on call. The salaries in the Agreement remunerate employees for both working and being on call and I am satisfied that the Agreement passes the BOOT. Further, I am satisfied that if all the hours included in a rostered duty period are considered working hours, employees would be paid more under the Agreement than they would be paid for working those hours under the Award.

[24] I also note that there is an error in the Form F16 and Form F17 which identify the employer as Royal Flying Doctor Service (Queensland Section) Limited while the Agreement provides in clause 2 that it applies to the Royal Flying Doctor Service of Australia (Queensland Section) Limited with that entity being defined as the "Employer" in clause 5 of the Agreement. The Notice of Employee Representational Rights was issued by Royal Flying Doctor Service of Australia (Queensland Section) Limited.

[25] The legal representative for RFDS confirmed that the entity which employs employees covered by the Agreement is correctly known as Royal Flying Doctor Service of Australia (Queensland Section) Limited. I consider it appropriate to correct the erroneous reference to the employer in the Form F16 and Form F17 and/or waive the irregularity in the form in

which the application and employer declaration were made so that those documents refer to the correct employer. The reference to the employer in the NERR is correct and no action in that regard is required.

Conclusion

[26] The Australian Salaried Medical Officers Federation, Queensland Branch being a bargaining representative for the Agreement, has given notice under s.183 of the Act that the organisation wants to be covered by the Agreement. In accordance with s.201(2) of the Act I note that the Agreement covers this organisation.

[27] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[28] The Agreement is approved in accordance with s.54 of the Act and will operate from 6 May 2020. The nominal expiry date of the Agreement is 6 May 2023.



DEPUTY PRESIDENT

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**ROYAL FLYING DOCTOR SERVICE OF AUSTRALIA
(QUEENSLAND SECTION) LIMITED**

Medical Officers Enterprise Agreement 2020 – 2023

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PART 1 AGREEMENT

1. Title

- 1.1. This Agreement shall be known as the Royal Flying Doctor Service of Australia (Queensland Section) Limited Medical Officers Enterprise Agreement 2020 - 2023.

2. Application of Agreement

- 2.1. This Agreement shall apply exclusively to:
- 2.1.1 The Royal Flying Doctor Service of Australia (Queensland Section) Limited (ABN 80 009 663 478) (the **Employer**); and
 - 2.1.2 All Medical Officers employed by the Employer, specifically excluding executive managers as designated by the Employer as being outside of the scope of this Agreement (the **Employees**).
- 2.2. The Australian Salaried Medical Officer's Federation (Queensland Branch) has been appointed as a bargaining representative under the provision of the Fair Work Act 2009 (Cth).

3. Commencement and Term of the Agreement

- 3.1. This Agreement commences seven (7) days after approval by the Fair Work Commission.
- 3.2. The nominal expiry of this Agreement will be three (3) years from the date of commencement.
- 3.3. This Agreement will continue to apply after its nominal expiry date in accordance with the Act until such time that the Agreement is replaced or terminated in accordance with the Act.

4. Interaction with other instruments

- 4.1. Subject to the Act and except where this Agreement expressly provides otherwise, this Agreement operates to the exclusion of any other agreement, the Medical Practitioners Award 2020 or any industrial instrument that might otherwise apply to the Employees' employment.
- 4.2. Where there is inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- 4.3. Any policies referred to in this Agreement do not form part of and are not incorporated into this Agreement.

5. Definitions/Glossary

Act	means the Fair Work Act 2009 (Cth) as amended or replaced over time.
Continuous service	<p>For the purposes of requests for flexible working arrangements, parental leave and notice of termination, Continuous Service is defined as a period during which the Employee is employed but does not include:</p> <p>a) any period of unauthorised absence, or</p> <p>b) any period otherwise declared by law.</p> <p>A period referred to in subparagraph a) and b) above does not break an Employee's continuous service with their Employer but does not count towards the length of the Employee's continuous service.</p>
Base	The various locations from which the Employer conducts its clinical operations.
Daily rate	Means the applicable full time base salary divided by the full-time equivalent number of ordinary days per annum applicable to that role.
Duty	Means any function associated with an Employee's employment. This shall include but not be limited to administration duties, operational duties, professional development, scheduled meetings, supervision and associated duties assigned by the Employer.
Employee	Means a Medical Officer employed by the Employer and referred to in clause 2.1.2 of this Agreement.
Employer	Means the Royal Flying Doctor Service of Australia (Queensland Section) Limited.
Executive Manager	Means the Head Medical Consultant or equivalent or other members of the Executive Leadership Team (ELT).
Hourly rate	Means the Daily Rate divided by the full-time equivalent number of ordinary hours of work per day applicable to that role. For the purposes of payroll, this equates to 9.5 hours per day.
Immediate family	<p>Immediate family is an Employee's:</p> <ul style="list-style-type: none">• spouse or former spouse• de facto partner or former de facto partner• child• parent• grandparent• grandchild• sibling, or a• child, parent, grandparent, grandchild or sibling of the Employee's spouse or de facto partner (or former spouse or de facto partner). <p>This definition includes step-relations (eg. step-parents and step-children) as well as adoptive relations.</p>

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MCBO	Manager - Clinical and Base Operations
NES	Means the National Employment Standards as contained in sections 59 to 131 of the Fair Work Act 2009 (Cth)
Ordinary Time Earnings	Is as defined by SGR 2009/2 Superannuation Guarantee Ruling (or its successor). Generally, ordinary time earnings include base salary, Continuing Education Entitlements and PD Allowance.
RFDS	Means the Royal Flying Doctor Service of Australia (Queensland Section) Limited and is synonymous with the term “the Employer”.
Rostered Duty Period	Means a Rostered Duty Period during which an Employee is required to be contactable and available to perform any duties associated with the business of the Employer, excluding for any Medical Officer rostered to be an on-call supervisor (i.e. while not on duty). For rostering purposes, this equates to 12 hours as a Rostered Duty Period.
Service	<p>Is defined as periods in which the Employee is employed, but does not include any period of unauthorised absence or any period of unpaid leave, other than a period of defined community services leave or a period of stand down.</p> <p>An excluded period does not break an Employee’s continuous service with their Employer, but does not count toward the length of the Employee’s continuous service.</p>
SMO	Senior Medical Officer
Union	Australian Salaried Medical Officers' Federation Queensland Branch
WPI	means the Wage Price Index, which measures changes in the price of labour in the Australian labour market as determined by the Australian Bureau of Statistics as at 1 July each year, during the nominal term of this Agreement.

6. Posting of Agreement

- 6.1. The Employer shall make available, on the Employer’s intranet, a current copy of this Agreement.

7. Other Matters Not Covered By This Agreement

- 7.1. An Employee covered by this Agreement who has benefits or conditions at the time of making this Agreement, which may not be specifically mentioned in this Agreement, shall continue to be provided with that benefit or condition for the term of this Agreement, or until it is agreed by both the Employee and Employer that the benefit or condition no longer

applies. However, as any such benefit or condition is generally covered by the Employer's policy, should the Employer's policy change, the benefit or condition will change.

PART 2 CONSULTATION, DISPUTE RESOLUTION AND FLEXIBILITY

8. Dispute Resolution

8.1. If a dispute relates to:

- (a) a matter arising under the agreement; or
- (b) the National Employment Standards;

this term sets out procedures to settle the dispute.

8.2. An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term. The representative may be ASMOF Queensland Branch.

8.3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.

8.4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

8.5. The Fair Work Commission may deal with the dispute in 2 stages:

- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

8.6. Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

8.7. A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

8.8. While the parties are trying to resolve the dispute using the procedures in this term:

- (a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or

- (iii) the work is not appropriate for the Employee to perform; or
- (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

8.9. The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

9. Consultation

9.1. This term applies if the Employer:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

9.2. Major change

9.2.1 For a major change referred to in 9.1(a):

- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
- (b) subclauses 9.3 to 9.9 apply.

9.3. The relevant Employees may appoint a representative for the purposes of the procedures in this term.

9.4. If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

9.5. As soon as practicable after making its decision, the Employer must:

- (a) discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) for the purposes of the discussion--provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.

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- 9.6. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 9.7. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 9.8. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- 9.9. In this term, a major change is likely to have a significant effect on Employees if it results in:
- (a) the termination of the employment of Employees; or
 - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain Employees; or
 - (f) the need to relocate Employees to another workplace; or
 - (g) the restructuring of jobs.
- 9.10. Change to regular roster or ordinary hours of work.
- 9.11. For a change referred to in paragraph 9.1(b):
- (a) the Employer must notify the relevant Employees of the proposed change; and
 - (b) subclauses 9.12 to 9.16 apply.
- 9.12. The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 9.13. If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) the Employee or Employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative
- 9.14. As soon as practicable after proposing to introduce the change, the Employer must:
- (a) discuss with the relevant Employees the introduction of the change; and
 - (b) for the purposes of the discussion--provide to the relevant Employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and

- (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities)
- 9.15. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 9.16. The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 9.17. In this term: "relevant Employees " means the Employees who may be affected by a change referred to in subclause 9.1.

10. Individual Flexibility Arrangements

10.1. An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the Employer and Employee.

10.2. The Employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Fair Work Act 2009 ; and
- (b) are not unlawful terms under section 194 of the Fair Work Act 2009 ; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

10.3. The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Employer and Employee; and
- (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

10.4. The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

10.5. The Employer or Employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the Employer and Employee agree in writing at any time.

11. Requests for Flexible Working Arrangements

11.1. Overview

11.2. Requests for flexible working arrangements form part of the NES. The NES apply to all Employees covered by the national workplace relations system, regardless of any award, agreement or contract.

11.3. The NES include a right for certain Employees to request flexible working arrangements (such as changes in hours of work) from their Employer. The Employer can only refuse such a request on 'reasonable business grounds'.

11.4. Who is eligible to make a request for a flexible working arrangement?

11.4.1 An Employee may request a change in their working arrangements from their Employer if they require flexibility because they:

- are the parent, or have responsibility for the care, of a child who is of school age or younger
- are a carer (within the meaning of the Carer Recognition Act 2010)
- have a disability
- are 55 or older
- are experiencing violence from a member of their family, or
- provide care or support to a member of their immediate family or household, who requires care or support because they are experiencing violence from their family.

11.4.2 If an Employee is the parent of a child or has responsibility for the care of a child and is returning to work after taking parental or adoption leave, the Employee may request to return to work on a part-time basis to help them care for the child.

11.4.3 Examples of changes in working arrangements may include:

- changes in hours of work (e.g. reduction in hours worked, changes to start/finish times),
- changes in patterns of work (e.g. working 'split-shifts' or job sharing arrangements), and
- changes in location of work (e.g. working from home or another location).

11.4.4 Employees are not entitled to make the request unless they have completed at least 12 months of continuous service with their Employer immediately before making the request.

11.4.5 Casual Employees are entitled to make a request if:

- they have been employed by the Employer on a regular and systematic basis for a sequence of periods of employment of at least 12 months immediately before making the request, and
- there is a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

11.5. What are the requirements for making and approving a request for a change to working arrangements?

11.5.1 The request must be made in writing and set out details of the change sought and reasons for the change.

11.5.2 The Employer must give an Employee a written response to the request within 21 days, stating whether they grant or refuse the request. Employers may refuse the request only on reasonable business grounds. If the Employer refuses the request, the written response must include the reasons for the refusal.

11.5.3 The written response must also canvas any potential alternatives that might be able to accommodate the Employee's circumstances.

11.6. What are reasonable business grounds for refusing a request?

11.6.1 Reasonable business grounds for refusing a request for flexible working arrangements include but are not limited to:

- the new working arrangements requested by the Employee would be too costly for the Employer
- there is no capacity to change the working arrangements of other Employees to accommodate the new working arrangements requested by the Employee
- it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested by the Employee
- the new working arrangements requested by the Employee would be likely to result in significant loss of efficiency or productivity
- the new working arrangements requested by the Employee would be likely to have a significant negative impact on customer service.

11.6.2 The NES do not require the Employer to choose between granting an Employee's request in full or refusing the request. Rather, Employers and Employees are encouraged to discuss their working arrangements and, where possible, reach an agreement that balances both their needs.

11.7. Can a refusal of a request be challenged?

11.7.1 Employers must either approve or refuse an Employee's request in writing within 21 days. If the request is refused, the Employer must also include reasons for the refusal. It is a contravention of the Act if an Employer does not respond according to these requirements.

11.7.2 There is no requirement for an Employer to agree to a request for flexible working arrangements. However, the Act empowers the Fair Work Commission or some other person to deal with a dispute about whether an Employer had

reasonable business grounds for refusing a request. This generally only happens if the parties to the dispute have agreed in an employment contract, Enterprise Agreement or other written agreement for that to occur.

- 11.7.3 In addition, the Act allows State and Territory laws to continue to apply to Employees where they provide more beneficial entitlements than the NES in relation to flexible work arrangements. In Victoria, for example, provisions of the Equal Opportunity Act 1995 prohibit an unreasonable refusal to accommodate an Employee's responsibilities as a parent or carer.
- 11.7.4 An Employee may also have remedies under relevant discrimination legislation, including the discrimination provisions under the Act, if an Employee considers they have been discriminated against by the Employer's handling or refusal of their request.

PART 3 EMPLOYMENT TYPES, SUPERVISION REQUIREMENTS & TERMINATION OF EMPLOYMENT

12. Types of Employment

12.1. Employees will be employed in any of the following categories:

- (a) full-time;
- (b) part-time;
- (c) casual; or
- (d) fixed term/specified task basis.

12.2. At the time of engagement the Employer will inform each Employee of the following terms:

- (a) Whether they are to be full-time, part-time, casual or fixed term/task;
- (b) The Employer will also advise the Employee about the duration of any probation period, which will not be greater than six months. If during the probationary period an Employee is granted any continuous periods of leave of two (2) weeks or more, the maximum probationary period will be six months plus an additional period which equates to the period of leave taken;
- (c) The Employee's classification and rate of pay pursuant to this Agreement.

12.3. Part-Time Employment

12.3.1 The Employer may employ part-time Employees in any classification in this Agreement.

12.3.2 Part-time Employees are entitled, on a pro rata basis, to equivalent pay and conditions to those of full-time Employees.

12.3.3 A part time Employee, subject to mutual agreement between the part time Employee and the Senior Medical Officer may be requested to work additional rostered duty periods. These additional shifts will be paid at the Employee's standard daily rate up to a full-time equivalent number of shifts. The Employee may elect to have these additional shifts paid as TIL (Time In Lieu) or paid at their

normal rate of paid SAL (salary). Please refer to clause 40 for further information regarding TIL and TIL Management

12.3.4 In addition to clause 12 a full-time Employee outside of the provisions of 12.2 may request part-time work. The Employer shall consider the Employee's request giving full and careful consideration to issues impacting on the Employer's operations and all matters raised by the Employee including but not limited to the Employee's:

- (a) personal and professional interests;
- (b) general health and occupational health and safety issues;
- (c) study commitments.

12.3.5 The Employer will assess whether part-time employment is available and if it is, determine terms and conditions associated with that employment in consultation with the Employee. The parties acknowledge that the final decision in respect of part-time employment will be made by the Employer in the light of its operating requirements. The Employer will discuss its decision with the Employee.

12.3.6 The terms and conditions of any part-time employment will be recorded in writing.

12.3.7 Where part-time employment is offered to an Employee, all other conditions of employment relating to leave (annual, personal and long service) will apply on a pro-rata basis.

12.3.8 No Employee will be prejudiced or disadvantaged by the Employer in any way as a consequence of making a request to change their terms and conditions of employment pursuant to this clause.

12.4. Casual Employment

12.4.1 A casual Employee means an Employee who is engaged and paid as such. A casual Employee will be engaged by the Employer to undertake duties on a needs basis, without a guarantee of regular rostered duty periods or continuing employment.

12.4.2 A casual Employee will be paid the applicable daily rate plus 25% casual loading. The loading will be added to and incorporated into their base salary.

12.5. Fixed Term/Fixed Task Employment

12.5.1 A fixed term/task Employee may be engaged to work on either a full-time or part-time basis for the completion of a specified task(s) or project. Examples of such engagement include but are not limited to the following:

- (a) To relieve in a vacant position arising from an Employee taking leave in accordance with this document; or
- (b) For the temporary provision of specialist skills that are not available within the organisation for a specified period of time; or

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- (c) To fill short term vacancies during the recruitment and selection of a permanent Employee; or
 - (d) Where a position has only been funded from State or Commonwealth government for a fixed period of time of less than 3 years.
- 12.5.2 When offering employment on a fixed-term basis, the Employer shall advise the Employee in writing of the temporary nature of the employment, and the actual or expected duration of employment.
- 12.5.3 Whenever possible the Employer will offer alternative permanent employment at the end of a fixed term contract.
- 12.5.4 If a fixed term Employee is subsequently appointed to a permanent position with the Employer, with no more than 3 months break in service between the two contracts of employment, all leave entitlements accumulated and unpaid at the end of the fixed-term employment shall be recognised in the new contract of employment. All service under the fixed-term contract will be counted as service in the new contract of permanent employment.
- 12.5.5 Where funding is for a three year period or more, the Employer will endeavour to negotiate with the funding body/bodies, funding for redundancy payments. This will enable permanent employment for those who would otherwise have been employed on a three year fixed term contract.
- 12.6. The Employer expresses a preference for the employment of permanent Employees over casual Employees.

13. Supervision Requirements

- 13.1. Medical Officer Levels of Supervision have been designed to ensure that the practice of the Medical Practitioners is safe. The Employer has adopted a model similar to that utilised by Queensland Health and the Australian Health Practitioner Regulation Agency (AHPRA).
- 13.2. Per the Employer's current Credentialing and Scope of Clinical requirements, supervision of Medical Officers with Limited Scope of Practice is required. Limited Scope of Clinical Practice will be granted to Medical Practitioners whom require further training or supervision in order to obtain a Broad Scope of Clinical Practice.
- 13.3. Levels of Supervision will be determined by the Employer's Credentialing Committee upon commencement of employment, at the later request of a Medical Officer who may request a change in their Limited Scope of Practice (for example, Fellowship) or at the request of the Employer.
- 13.4. The categories of supervision for Medical Officers with Limited Scope of Practice may extend to the following positions:
- 1. RFDS Junior Medical Officers, includes:
General Practice Registrars, Critical Care Registrars, Interns or Junior Medical Officers with Limited Scope of Practice requiring supervision as determined by the RFDS (QLD Section) Credentialing and Scope of Practice Committee. Generally, pay point entry, Level/Grade four (4) and below & likely to be allocated supervision levels of either Level one (1) or Level two (2).

2. RFDS Medical Officers, includes:

Medical Officers with Limited Scope of Practice requiring supervision as determined by the RFDS (QLD Section) Credentialing and Scope of Practice Committee. Generally, pay point entry Level/Grade four (4) and above & likely to be allocated supervision levels of either Level three (3) or Level four (4).

13.5. The level of supervision that is required will depend upon a number of factors that include:

- Qualification of the Medical Practitioner
- Previous experience, especially in the position for which the Medical Practitioner has applied
- Position description – the position, its location and the availability of supports.

13.6. Supervision level have been determined and may differ for each clinical service area.

14. Notice of Termination

14.1. Termination and Redundancy

14.1.1 A notice period is the amount of notice an Employer must give an Employee if they plan to terminate the Employee's employment.

Period of Continuous Service	Period of Notice
During probationary / qualifying period	One week's notice
Post successful completion of probationary / qualifying period	Eight weeks' notice

14.1.2 If the Employee is 45 years of age or older and has at least two continuous years of service any notice period will need to be increased by one (1) week.

14.1.3 Nothing in this clause prevents the Employer from dismissing an Employee without the requirement of notice in the case of serious misconduct.

14.2. Payments in Lieu of Notice

14.2.1 In either resignation or termination, the Employer may elect to make payment in lieu of the Employee working out their period of notice.

14.2.2 Where the Employee does not provide the required period of notice, the Employer may deduct from any monies owed to the Employee any unserved periods of notice.

14.2.3 The Employer holds the right to terminate an appointment without notice in the event of serious misconduct.

14.3. The required amount of payment instead of notice must equal the total of all amounts that, if the Employee's employment had continued until the end of the required period of notice, the Employer would have become liable to pay to the Employee because of the employment continuing during that period. That total must be calculated on the basis of:

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- (a) the Employee's ordinary hours of work;
- (b) the amounts ordinarily payable to the Employee in respect of those hours, including allowances and loadings; and
- (c) any other amounts payable under the Employee's contract of employment.

14.4. No Entitlement to notice periods

14.4.1 The period of notice in this clause does not apply:

- (a) in the case of dismissal for serious misconduct;
- (b) to Employees engaged for a specific period of time or for a specific task or tasks;
- (c) to registrars whose employment under a registrar agreement or an approved registrar placement program is for a specified period or is, for any other reason, limited to the duration of the agreement; or
- (d) to casual Employees.

14.5. Notice of termination by an Employee

14.5.1 Employees are required to provide eight weeks' notice prior to the resignation of employment.

15. Redundancy

15.1. The following table details the obligations to be met in terms of Redundancy:

Period of Continuous Service	Period of Continuous Service Severance pay (in weeks)
Less than 1 year	Nil
1 year but less than 2	4
More than 2 but not more than 3	6
More than 3 but not more than 4	7
More than 4 but not more than 5	8
More than 5 but not more than 6	10
More than 6 but not more than 7	11
More than 7 but not more than 8	13
More than 8 but not more than 9	14
More than 9 but not more than 10	16
More than 10 years	12

15.2. Transfer to Lower Paid Duties

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

15.3. Employee Leaving During Notice

15.3.1 An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the severance payments they would have received under this clause had they remained in employment until the expiry of the notice, but are not entitled to payment instead of notice of termination.

15.4. Job Search Entitlement

15.4.1 An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off (pro-rata for part-time) without loss of pay during each week of up to one day's time off (pro-rata for part-time) without loss of pay during each week of notice for the purpose of seeking other employment.

15.4.2 If the Employee has been allowed paid job search entitlement leave for more than one day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

PART 4 HOURS OF WORK

16. Fitness for Employee Duties

16.1. At the commencement of a Rostered Duty Period, an Employee shall be free of any fatigue, illness, injury, medication or drug which would impair the safe delivery of medical care in the applicable RFDS environment.

16.2. Where an Employee is suffering from work related fatigue that may affect their capacity to safely deliver medical care or feels affected by other extreme work related circumstances, the Employee shall bring these issues to the attention of the Senior Medical Officer or their delegate and clause 18.1 (Roster Limits (Fatigue Leave Provisions)) will apply. The SMO or their delegate shall assess the situation to consider whether rearrangement of the roster is appropriate in the circumstances, in consultation with the Employee.

16.3. An SMO or their delegate who deems an Employee is unable to safely conduct medical care in the relevant environment due to fatigue arising from duty or other contingent circumstances, will direct the Employee shall not be required to perform medical duties for the period of time agreed by the Senior Medical Officer or their delegate.

17. Ordinary Hours of Work Defined

- 17.1. It is agreed a 12 hour duty shift is equivalent to an average of 9.5 hours worked.
- 17.2. All full-time Medical Officers will be rostered 16 duty periods per 4 week period.
- 17.3. At Cairns and Mt Isa bases 12 hour shifts are the general practice for retrieval duty. Each full-time Medical Officer will complete the specified number of duty periods in each four (4) week period. If staff shortages impact on rosters causing Medical Officers to work additional rostered duty periods, the days owing will be accrued as Time in Lieu (TIL) or paid as additional salary at the ratio of 1:1.
- 17.4. The Charleville Model will be different to the other locations. Charleville will be serviced by a combination of full-time and part-time Medical Officers either resident in Charleville or who will fly in/fly out. At the request of the Medical Officers involved in the fly in/fly out (FIFO) model, to minimise off duty time actually spent in Charleville, the roster duty periods will be a mixture of 24 and 12 hour on call periods, with each 24 hour on call period worked being counted as 1.7 duty periods towards FTE status. A fatigue risk management system (FRMS) is in place to manage the risk of medical officer fatigue.
- 17.5. Travel Days - All FIFO Medical Officers will be afforded half a paid roster duty period for the purposes of reaching their Base of work. Where travel time exceeds four (4) hours a whole paid roster duty period will be allocated in the roster.
- 17.6. Travel time is defined as the actual travelling time of the flight (including any delays in flight time) plus one (1) hour. The time between flight connections is counted as travel time, unless otherwise specified in the Employee's contract of employment.

18. Rostered Duty Periods

- 18.1. Roster Limits (Fatigue Leave Provisions)
 - 18.1.1 Additional roster duty periods can be allocated to the Medical Officer subject to agreement between the Employer and the individual Medical Officer.
 - 18.1.2 The Employer must ensure that a Medical Officer does not perform duty on more than 11 consecutive days, except where agreed between the Senior Medical Officer and the individual Medical Officer.
 - 18.1.3 The Employer must ensure that a Medical Officer does not perform duty for more than three (3) consecutive nights except where agreed between the Senior Medical Officer and the individual Medical Officer. Please note: Charleville will be an exception to this with local arrangements in place and a separate fatigue risk management policy implemented.
 - 18.1.4 An Employee shall be rostered for a minimum of two (2) consecutive days off after the completion of two (2) or more rostered night duty periods or 12 consecutive shifts.
 - 18.1.5 Each full time Employee will be rostered to no more than three (3) single days off per roster. A Medical Officer must be rostered off for a minimum of 12 days in each four (4) week roster, with at least two (2) of these being consecutive (that

is, not singular) days off. By mutual agreement between the Senior Medical Officer and the Employee directly affected, a Medical Officer can have less than 12 rostered days off, but must not have less than eight (8) rostered days off in a 28 day cycle.

18.1.6 The Employer commits to establish a working party following the approval of this Agreement by the Fair Work Commission. The working party's role will be to investigate and advise on matters such as clause 18.1.5. Reference to this working party may therefore be made elsewhere in this Agreement.

18.1.7 The Employer must ensure that the minimum time free of duty following a duty period is as follows.

- (a) A Medical Officer who works up to 14 hours of continuous duty shall be entitled to a 10 hour continuous duty free period prior to commencing the next rostered duty period.
- (b) A Medical Officer who works more than 14 hours but less than 16 hours of continuous duty shall be entitled to a 12 hour continuous duty free period prior to commencing the next rostered duty period.
- (c) A Medical Officer who works more than 16 hours duty shall be entitled to the next 24 hours continuous duty free period prior to commencing the next duty period. If the next duty period is a rostered day off, the next duty period will be considered a fatigue day off in lieu.

Clause 18.1.7 may be referred to the working party following the approval of this Agreement by the Fair Work Commission.

18.1.8 Medical Officers must inform the Senior Medical Officer when it becomes apparent fatigue management needs to be considered and implemented. If fatigue issues cannot be resolved at the local level the Senior Medical Officer also needs to advise the relevant State Operations Manager of fatigue arrangements.

18.1.9 A part-time Medical Officer who incurs fatigue leave will be entitled to fatigue management as outlined in sub-clause 18.1.7 or an additional payment may be considered at the discretion of the State Operations Manager.

18.1.10 In the instance of sub-clause 18.1.7 occurring, part-time and casual staff may be utilised as determined by the Senior Medical Officer/MCBO or his/her delegate to meet operational requirements at each base. Exceptions to this clause may be made where agreement is reached between both the Medical Officer and management to facilitate service delivery on the strict proviso that it must be ensured that any fatigue issue is addressed as soon as possible and where applicable, an additional day off provided or where not possible, a day added to annual leave accrual to compensate for this imposition. Should legislation change during the life of this Agreement, which may result in changes to the above roster limit provisions, the parties agree that consultation will take place between management and Employee representatives to decide on alternate roster limit provisions.

18.1.11 Any changes to roster times or shifts will only be made after a consultation process with the affected Employee.

- 18.1.12 Minor changes to the roster shall be by mutual agreement between the SMO and the Employee directly affected. However, roster changes may be negotiated by the MCBO to meet unforeseen operational circumstances and/or contingencies.
- 18.1.13 The Employer may alter the roster in consultation with the Employees to ensure operational requirements are satisfied. If this requires an Employee working a day, which would have otherwise been a rostered day off, the Employee will be entitled to a day off in lieu, which shall be taken at a mutually agreed time or banked in the payroll system to be used at a later date.
- 18.1.14 The roster template will identify the type of shift. Shift types may include, day duty periods, night duty periods, variable day call, night call and where applicable administration days.
- 18.1.15 Administration days are allocated to a Senior Medical Officer according to the operational needs of the individual Base.
- 18.1.16 Employees are allocated an Administration Day to complete designated project work and/or non-clinical duties as determined by the Senior Medical Officer.
- 18.1.17 The Employer shall provide adequate travel time for relieving Employees when relieving at other RFDS Bases.

19. Attendance in the Workplace

- 19.1. During a Rostered Duty Period, an Employee is required to be contactable and available to perform any duties associated with the business of the Employer. A Rostered Duty Period shall normally include all pre-flight and post flight duties, clinical duties, administrative duties, professional development purposes and scheduled meetings.
- 19.2. An Employee, who is on a Rostered Duty Period, shall be required to attend the workplace for operational, non-clinical duties, administrative and associated duties, professional development and scheduled meetings. During this period, the Employee is required to complete all duties that are necessary for that duty period and to complete any outstanding work. Once this work has been completed, the Employee shall continue to be contactable and available for duty at all times during their rostered on call period. The MCBO and/or the SMO will determine if duties have been completed satisfactorily.
- 19.3. An Employee may be contacted for duty up to one (1) hour before the nominated start time for priority one (critical/immediate patients) as identified in the relevant Aeromedical Services Manual.
- 19.4. An Employee who is on a Rostered Duty Period is required to be able to attend the workplace within thirty (30) minutes of being contacted or forty-five (45) minutes if based in Brisbane. The Employee should ensure that they are able to attend the workplace at the nominated commencement time of that Rostered Duty Period should they be contacted beforehand to advise of an imminent tasking requirement.
- 19.5. When rostered to be on call, an Employee shall be offered an appropriate electronic device by which to be contacted and shall ensure he/she shall be able to attend their workplace as required in clause 19.4.

20. Duty Periods Defined

20.1. Day Duty Period

20.1.1 This is defined as a Rostered Duty Period commencing before 1200 hours and completed before 2200 hours local time.

20.2. Night Duty Period

20.2.1 This is defined as a Rostered Duty Period normally encompassing the period from 1800 to 0600 hours local time.

20.3. Administration Day

20.3.1 “A”, or administration days are given to facilitate planning, follow-up, and attendance at organisational meetings. A minimum of two (2) “A” days will be allocated per FTE per 4 week roster (pro-rata for part-time Employees). One (1) of these “A” days will be designated against the individual Medical Officer and the other will be (may be) pooled at base level and distributed as needed by the Senior Medical Officer. Extra “A” days may be approved by the Senior Medical Officer (only when operational requirements are met and there is capacity within the roster to allow extra days to be taken).

20.3.2 Administration/Night shifts (A/N) may be rostered on Mondays or the nominated base-specific meeting day at the commencement of night shifts. This will be regarded as one shift and the Medical Officer will be permitted to depart during the day after attending the Medical Officer/PHC/Aeromedical meetings and completing any urgent administration tasks. Night duty (N) followed by an Administration day (A) the next day will be considered two shifts. This will be permitted to allow attendance at Medical Officer meetings (i.e. Mondays) and to facilitate a change from Night to Day shifts. N/A followed by days off will not be permitted except to allow attendance at Medical Officer meetings.

20.4. A Clinic Day means a Rostered Duty Period normally encompassing the period from 0700 hours to 1800 hours local time or as directed by the Senior Medical Officer or their delegate. All necessary duties are to be completed upon return to the Base/Hangar or overnight location.

PART 5 SALARIES, ALLOWANCES AND OTHER BENEFITS

21. Salary

21.1. Salary is based on the RFDS Medical Officers Career Pathways and Pay Scale. The salary scale is all inclusive and covers the unique requirements of RFDS Medical Officers, such as on-call, overtime, supervision, clinic overnights, Telehealth on-call , regularly rostered to work public holidays and weekends, annual leave loading, relieving in other bases (excluding Mt Isa), business use of private motor vehicle, and the expectation to attend out of hours professional and promotional functions.

21.2. Overnights and on call whilst in communities are paid by way of a separate allowance.

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- 21.3. Notwithstanding clause 21.1 PHC employees will receive an additional 25% loading for hours of work performed on a weekend.
- 21.4. Salary will be paid directly into your nominated bank account on a fortnightly basis.
- 21.5. Employees who are Registrars will be either Level 1, 2 or 3 in the pay scale. The pay scale level for a Registrar will be determined by reference to the year of the training program they are completing.
- 21.6. All other Medical Officers enter the pay scale at level 4 and their final level is determined by their academic qualifications as defined below:
- 21.6.1 Fellowship
- (a) +2 FRACGP, FARGP (non procedural)
 - (b) +3 FACRRM, FARGP (procedural), FAFPHM
 - (c) +4 FACEM, FCICM, FANZCA
- 21.6.2 Medical Officers who hold more than 1 fellowship are assigned a level based on their highest rating relevant fellowship.
- 21.7. Relevant Academic qualifications:
- 21.7.1 Qualifications must be relevant to the role as assessed by the SMO and PMO and will be assessed on a case by case basis if not included in the list below:
- (a) +1 For qualifications of at least 6 months, but not greater than 18 months FTE to complete or acquire. Examples include: JCCA, DRANZCOG, DRANZCOG (Advanced) Dip. Paeds, DTMH.
 - (b) +2 For qualifications requiring 18 months or more FTE to complete or acquire. Examples include: GEM, DEM, Masters, PhD, MD, Fellowship (where the fellowship is unrelated to the fellowship declared in 21.6.1 above but must be directly related to the fellowship categories in 21.6.1 . i.e. if your fellowship was a FACRRM you cannot also claim an FRACGP (or vice versa) as academic but you can claim a FANZCA. Likewise, if you claim a FACEM you cannot claim a GEM as they are both of the same specialist nature. The maximum level gain from academic qualifications is set to 4, with the exception of Employees who hold a GEM qualification who are permitted a total academic level gain of 5.
- 21.7.2 Medical Officers have three months to provide a certificate upon completion of recently obtained relevant academic qualifications. An email documenting that the qualification has been completed is considered sufficient in the first instance and should be provided to the Health Workforce Coordinator for processing. The qualification certificate must be provided within three months from the date of the course completion or the increment will be reversed.
- 21.8. Academic Qualification Equivalence Status
- 21.8.1 Suitable overseas fellowship or diploma with advanced procedural skills qualification in any area relevant to the RFDS (with evidence of experience and training) that are not assessed as equivalent by the relevant Australian Medical

College MAY be treated similarly to the Australian Diploma level qualification in recognition of the training, experience and procedural capability that this brings for the purposes of determining pay level. This would be assessed by the Head Medical Consultant or equivalent (or their authorised delegate) in conjunction with the Head of Clinical Governance and will be at their discretion. Example: a European Anaesthetic fellowship not assessed by ANZCA as equivalent may receive the same level increase as a JCCA.

21.9. Experience Post Fellowship

21.9.1 Years of experience following the acquisition of the first relevant Fellowship:

- (a) +1 after 5 years experience
- (b) +2 after 10 years experience

21.10. Salary Increases

21.10.1 The salaries set out at Appendix A to this Agreement will increase at the rate of 2.3% (being WPI for the relevant period), with effect from 1 July 2019.

21.10.2 Further increases to the salaries set out at Appendix A will be applied in line with WPI, with effect from:

- 1 July 2020
- 1 July 2021
- 1 July 2022

21.10.3 PHC Medical Officers will be paid an annual salary based upon 85% of the GMP/Aeromedical Medical Officer base rate of pay.

21.10.4 Increases effective 1 July 2020 will be increased by the “all groups, all states” average WPI for the year ending June 2020. Increases effective 1 July 2021 and 1 July 2022 will also be increased by the “all groups, all states” average WPI for the year ending June 2021 and June 2022 respectively.

21.10.5 The pay scale has been developed in conjunction with the Medical Officer group. The following principles apply to Level 4 and above:

21.10.6 Currency and competency are determined by the Credentialing and Scope of Practice Committee.

22. Professional Development

22.1. Study Leave

- 22.1.1 Paid study Leave is normally accessed after 6 months employment. However, a Medical Officer may be requested, by the relevant Senior Medical Officer or Head Medical Consultant or equivalent (or their authorised delegate), to access study leave to ensure the acquisition of specific skills early in their employment. If the recommended study leave exceeds the Medical Officer's current accrued study leave it will be permitted if approved by the Head Medical Consultant or equivalent (or their authorised delegate)/Chief Operations Officer.
- 22.1.2 Study Leave is accrued at the rate of 4 weeks (16 days) per annum for fulltime Employees. Part-time Employees will accrue study leave on a pro-rata basis.
- 22.1.3 So as not to disadvantage Employees who have been unable to access study leave due to genuine work-related reasons, Study Leave will be allowed to accrue, but not exceed 12 weeks accrual.
- 22.1.4 However, only 20 days of Study Leave can be used during each calendar year for short courses, conferences and placements (unless approved by the Head Medical Consultant or equivalent (or their authorised delegate)/Chief Operations Officer).
- 22.1.5 After three years continuous employment, Medical Officers who have completed all required courses may utilise the balance of accumulated Study Leave to undertake longer courses of study, or study deemed to be of special benefit to the organisation. This must be approved on an individual basis by the Head Medical Consultant or equivalent (or their authorised delegate) and the Chief Operations Officer.
- 22.1.6 Study Leave is to be used for the professional development of Employees according to the above principles and guidelines, and is not "paid out" in any form on termination of employment.
- 22.1.7 Study leave absences will generally be permitted during a period the Employee would normally have been rostered for duty (i.e. within their FTE hours). Should the Employee wish to attend training on a day outside of their roster as the course is not available at other suitable times, the Employee will need to apply to the relevant State Operations Manager for approval. In such circumstances the Employee will not accrue TIL, but will be paid the study leave at the normal daily rate in addition to their normal salary and will be able to access the annual provision detailed in clause 22.1.2
- 22.1.8 All full-time Medical Officers will have access to an annual provision of \$10,000 for the purposes of professional development as per the Professional Development Guidelines, paid pro-rata as a fortnightly allowance. Part-time Employees will receive a pro-rata value.
- 22.1.9 Where the Employee undertakes study directly relevant to their role and the study is approved by their SMO on off duty days that are not paid as per 22.1.1, they may continue to access their annual provision as detailed in 22.1.2.

22.2. Sabbatical Leave

- 22.2.1 Sabbatical leave is to be taken for the purpose of refreshing or extending skills and/or knowledge that is relevant to the area of employment. Specifically, it is not recreational leave. Requests for sabbatical leave must provide an overview of the planned use of the leave and be approved by the relevant General Manager to ensure that the planned sabbatical leave is consistent with the goals of this entitlement.
- 22.2.2 Full-time or Part-time Medical Officers with a minimum FTE of 0.5 who have completed a minimum of five (5) years of service, may apply for a period of sabbatical leave. The total period of such leave must not exceed twelve (12) months.
- 22.2.3 If approved, the Employer will provide four (4) weeks paid sabbatical leave with the expectation that the Medical Officer will also apply to take the minimum annual study leave accrual of four (4) weeks (if not already used in that calendar year) as part of the approved sabbatical leave. The paid sabbatical leave and study leave are inclusive of the total absence on sabbatical leave of 12 months. Any paid leave taken during the sabbatical leave may be taken on half pay.
- 22.2.4 The Medical Officer is required to utilise any accumulated annual leave first until the Medical Officer has three (3) weeks annual leave accrual remaining before they are eligible to access Sabbatical Leave without pay.
- 22.2.5 If a Medical Officer has previously taken sabbatical leave, five (5) years must elapse before any further sabbatical leave can be requested.
- 22.2.6 Where staffing shortages do not allow an eligible Employee to take sabbatical leave, it will be programmed to be taken as soon as operational requirements permit.

22.3. Aviation Medicine Society of Australia and New Zealand (AMSANZ)

- 22.3.1 Where there is a requirement to be a member of this organisation to carry out part of the Medical Officer duties, the Employer will reimburse the membership fee on production of proof of payment.

22.4. Right to Private Practice

- 22.4.1 All Medical Officers have a right to private practice subject to the conditions below and compliance with the RFDS National Code of Practice.
- 22.4.2 A full-time Medical Officers is permitted up to two (2) days per four (4) week roster period provided the Employee receives approval by the Senior Medical Officer and applicable Head Medical Consultant or equivalent (or their authorised delegate). Additional private practice may be considered with approval of the Senior Medical Officer/Head Medical Consultant or equivalent (or their authorised delegate).

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22.4.3 Private practice shifts are not permitted prior to an RFDS shift unless an Employee observes the following minimum breaks between the conclusion of a private practice shift and the beginning of an RFDS shift:

22.4.3.1. Where a private practice shift is 14 hours or less in duration: 10 hours' break before the RFDS shift;

22.4.3.2. Where a private practice shift is more than 14 and up to 16 hours in duration: 12 hours' break before the RFDS shift; and

22.4.3.3. Where a private practice shift is more than 16 hours in duration: 24 hours' break before the RFDS shift.

22.4.4 A part-time FIFO Employee commencing a continuous block of RFDS work of 7 days or greater they must have the preceding 24 hours clear of work to ensure they are not fatigued.

22.5. Position Description

22.5.1 Medical Officers are required to conform to the provisions outlined in the Position Description relevant to their position.

22.6. Performance Management

22.6.1 Medical Officers are required to participate in the organisation's Employee Performance and Development Review Program. This will involve periodic performance reviews with senior management.

22.7. Probationary Period

22.7.1 A probationary period of six months applies to all new appointments.

22.8. Medical Registration

22.8.1 All Medical Officers must have a valid registration with the Australian Health Practitioner Regulation Agency (AHPRA) (Medical Board of Australia).

23. Insurance

23.1. Medical Indemnity Insurance

23.1.1 RFDS Medical Officers are indemnified under the RFDS Medical Malpractice Policy in the performance of duties as a Medical Officer while working for the Employer. This indemnity is subject to Medical Officers endeavouring to act in a diligent and conscientious manner.

23.1.2 It is a mandatory requirement that Medical Officers carry their own Medical Defence Indemnity. The appropriate level of indemnity will be the level for a Medical Officer performing primary care clinics, aero-medical retrievals and inter-facility transfers for an indemnifying Employer. The premium for this membership and insurance will be reimbursed by the Employer upon presentation of the necessary proof of payment up to a maximum of: Effective at the commencement of this Agreement: \$1,339.

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23.1.3 This allowance will increase annually from 1 July 2019 by CPI. This allowance is payable to all full-time and part-time Medical Officers regardless of FTE. This allowance does not apply to casual Medical Officers.

23.2. Personal Accident Insurance

23.2.1 The Employer will provide all Medical Officers with personal accident insurance. Coverage of up to \$2 million per individual is provided, however it must be noted that the aggregate limit (limit of liability) is \$6 million for any one accident or occurrence.

24. Allowances

24.1. Allowances will increase by CPI each year, effective from 1 July 2019.

24.2. The following allowances are provided in addition to the base salary. These allowances are paid each fortnight.

24.3. Supervisor Allowance

24.3.1 The new credentialing system has significantly increased the requirement for supervision of Medical Officers with limited scope of practice. Registrar positions also require supervision. Medical Officers in non-management roles, rostered to be on-call supervisors (i.e. while not on duty) will be paid the following allowance. Effective from the commencement of this Enterprise Agreement: \$375.03 per shift

24.3.2 If the supervising Medical Officer is required to physically attend to either:

24.3.2.1. go on a flight; and/or

24.3.2.2. assist with patient care,

a full shift will be paid instead.

24.3.3 This allowance will increase annually from 1 July 2019 by CPI.

24.4. Relieving Allowance

24.4.1 It is a requirement for Medical Officers to provide relief at other RFDS Bases and communities as outlined in the relevant Position Description.

24.4.2 Relieving should generally be limited to four (4) weeks per year (pro rata based on FTE). This can be increased with the agreement of the Medical Officer and Senior Medical Officer.

24.4.3 If required, relieving Medical Officers may be rostered on a 24hr shift on their final relieving day with the agreement of the Medical Officer and Senior Medical Officer. This would be paid as two (2) shifts.

24.4.4 A Medical Officer relieving in Mt Isa will be granted a Relieving Allowance of an additional shift's pay for each 7 day period of relieving, pro rata (i.e. 1.3571 hours

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for every additional shift). This allowance is payable as a separate allowance and not to be accumulated.

24.4.5 This allowance does not apply to casual Medical Officers.

24.5. Senior Medical Officer Allowance

24.5.1 The Senior Medical Officer at each Base are paid an additional allowance.

24.5.2 These allowances are:

Effective from the commencement of this Agreement:

- Charleville SMO \$13,929.62 per annum
- Mount Isa SMO \$17,144.14 per annum
- Cairns Manager Aeromedical & Telehealth \$23,573.20 per annum
- Cairns SMO - PHC \$20,538.67 per annum

24.5.3 These allowances are to compensate for the increased responsibility and the requirement of these positions to always be available on call for telephone support of operational staff.

24.5.4 Part-time Employees, excluding those participating in a job-share arrangement will receive the full time value of the allowance.

24.6. Location Payment

24.6.1 Location payments are indexed to increase annually in line with CPI.

24.6.2 A location payment applies to Medical Officers who are staying overnight at another location. This location payment is effective from the commencement of this Enterprise Agreement.

24.6.3 Tier 2 and 3 below are paid to Medical Officers who are expected to be available overnight to respond to medical emergencies in Indigenous communities. The payment will be three tiered; only one tier can be claimed at any one time:

- (a) Tier 1 – for those staying overnight but not on call – current overnight ATO payment
- (b) Tier 2 - overnight and “on call” - \$75.00 per night (inclusive of ATO overnight payment) (needs to be claimed as 4TOO plus 4TAO)
- (c) Tier 3 – overnight and “called out” – \$75.00 per night (inclusive of ATO overnight payment) plus average hourly rate (\$147.15 per hour) x 3 = \$516.45 per night when “called out” (needs to be claimed as 4TCO plus 4TAO).

24.6.4 Tier 3 may only be claimed if the Medical Officer has been called out at the request of the RFDS Medical Officer at base. This request must be documented on the HCR to permit auditing. If a Medical Officer is called directly by the remote area nurse they should be referred to the Medical Officer on call at base unless the patient is critically unwell, in which case the Medical Officer should respond and inform the duty on-call doctor as soon as practical (e.g. when calling for the evacuation of the patient).

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- 24.6.5 This allowance replaces any previous and claimable allowances for overnight and on-call provisions.
- 24.6.6 The average hourly rate (as described in 24.6.3(c) above) will be reviewed annually in line with salary increases.
- 24.6.7 Current ATO Payment: Allowances above are based upon rates provided by the Australian Taxation Office (ATO) (Taxation Determination TD 2013/16 – Tier 2 Country Centres). These rates will be reviewed after the annual review process by the ATO.
- 24.6.8 The rates for Breakfast, Lunch, Dinner and Overnight are as per the ATO.

25. Remote Loadings

25.1. Employees who live in Mt Isa and Charleville:

Effective from the commencement of this Agreement:

Mt Isa – Currently \$37,503. Increase to \$45,507 upon commencement of Agreement and increase by CPI as of 1 July each year thereafter.

Charleville - Currently \$37,503. Increase to \$45,507 upon commencement of Agreement and increase by CPI as of 1 July each year thereafter.

25.2. Employees who fly in and fly out to Mt Isa and Charleville:

Effective from the commencement of this Agreement:

Mt Isa - Currently \$21,430. Increase by CPI as of 1 July each year thereafter upon commencement of Enterprise Agreement.

Charleville - Currently \$21,430. Increase by CPI as of 1 July each year thereafter upon commencement of Agreement.

25.3. These allowances are to compensate for the remote nature of work in these regions.

25.4. Part-time Employees will receive a pro-rata value dependent upon their FTE.

25.5. This allowance does not apply to casual Medical Officers.

26. Accommodation

26.1. Where the Medical Officer resides permanently in Charleville or Mount Isa, accommodation is provided. Periods of leave, and the Employees FTE may affect the entitlement to accommodation, please see the Human Resources Manual for further information.

26.2. FIFO Medical Officers in Mt Isa and Charleville are provided with accommodation for the duration of their working period. New Employees do not have an automatic entitlement to move to a FIFO employment model after 12 months. Any change in employment status is subject to the approval of the Chief Operations Officer.

27. Relocation

27.1. Assistance with relocation expenses are provided to eligible Employees to the level outlined in the RFDS Human Resources Manual.

28. Telephone

28.1. The RFDS on-call phone is offered to all Medical Officers for official RFDS work related use. Employees may be eligible for telephone allowances or reimbursement, please see the Human Resources Manual for further information.

29. Uniforms

29.1. Dress Standard

- 29.1.1 A neat standard of dress is required. Medical Officers will be provided with an issue of uniforms.
- 29.1.2 The Employer will supply Employees with an allocation of uniforms. The uniform will be laundered at the Employee's expense.
- 29.1.3 Casual and part time Employees are entitled to a pro rata allocation of uniforms dependant on the average hours worked per fortnight.
- 29.1.4 Once issued, the wearing of the uniform will be compulsory. Employees must always be dressed neatly and appropriately.
- 29.1.5 In the interim period, Employees will be expected to present themselves in appropriate business attire including appropriate footwear. Employees must return Employer supplied uniform items upon termination.

30. Superannuation

- 30.1. The Employer will contribute superannuation contributions on behalf of Employees in accordance with relevant legislation.
- 30.2. Any Superannuation payments applying to the Employee including the obligation required under the relevant legislation (currently 9.5%) shall be paid to a complying Superannuation Fund as nominated by the Employee under the Choice of Fund Legislation. If no fund is nominated, then the contributions will be paid to the RFDS (Qld Section) National Superannuation Plan (the default fund).
- 30.3. In addition, where superannuation contributions of 5% (of ordinary time earnings (OTE) or more are made by the Employee, after the completion of probation the Employer will increase their contributions to 10% OTE. After 3 years of Employee contributions at this rate, the Employer contribution will increase to a total of 12.5% OTE.
- 30.4. All Employer superannuation will be paid on the value of ordinary time earnings.
- 30.5. Employees may elect to make contributions either pre or post tax. Employees need to be aware of taxation limits and should seek specific individual financial advice.

31. Salary Packaging

- 31.1. The Employer has currently available to it provisions which allow the Employer to offer to Employees attractive salary packaging provisions. Company policy provides further details and information on how to access such arrangements. The ability to offer these benefits is based upon current Australian Taxation Office legislation. The Employer reserves the right to modify or remove these benefits where legislation or policy changes. The Employer will not be held responsible for any Fringe Benefits Tax due as a result of an Employee's salary packaging arrangement.

PART 6 LEAVE

32. Public Holidays

- 32.1. Payment for public holidays have been incorporated into the annual salary and therefore no further payment will be made for public holidays. Employees are provided with an additional week of annual leave in lieu of being rostered on public holidays. All efforts are made to ensure that the rostering on public holidays is shared equally among all the Medical Officers.

33. Annual Leave

- 33.1. Annual Leave is provided for in the Act. This clause provides occupational specific detail. This clause does not apply to casual Employees.

33.2. Entitlement to Annual Leave

33.2.1 At the commencement of this Agreement, an Employee will be entitled to accrue six (6) weeks of annual leave per year of service.

33.2.2 Annual Leave loading has been incorporated into the annual salary.

33.2.3 All annual leave accrued but not taken will be paid on termination of employment.

33.2.4 Annual leave will be paid under normal pay cycles.

33.2.5 If the period during which an Employee takes paid annual leave includes a period of any other leave under the NES (other than unpaid parental leave) the Employee is taken not to be on paid annual leave for that period of that other leave or absence. For example, if an Employee was to fall ill during a period of annual leave, the Employee could seek the return of annual leave to their balance, by the production of the necessary medical certificate.

33.3. Annual leave at half pay

33.3.1 The Employer provides Employees an opportunity to apply for periods of half paid leave. For example an Employee may apply for 8 weeks annual leave, however only using and being paid for 4 weeks annual leave. Whilst on a period of half paid leave, the Employee will receive their ordinary time rate of pay, whilst having to utilise only half their ordinary hours of work as leave.

33.3.2 Employees on a period of half pay leave will only be entitled to accrue leave based upon the revised hours. Employees will also only be entitled to benefits, allowances and superannuation based upon the revised hours.

33.3.3 An Employee who is provided with accommodation may be required to pay half the market rental rate during their period of half pay leave.

33.4. Excess Accrued Annual Leave

33.4.1 The Parties agree that excess accrued Annual Leave presents problems in managing workflow. Both parties agree that Annual Leave should be taken

within, or as soon as possible, after the leave year in which the Annual Leave accrues. Furthermore, both parties understand that Annual Leave is provided to ensure the avoidance of cumulative fatigue and to ensure a proper and balanced life outside of the work environment.

- 33.4.2 Accordingly, the Parties agree that an Employee may elect to cash-in excess accrued annual leave instead of taking that leave. Only Annual Leave that has accrued in excess of that accrued in one leave year entitlement (6 weeks nominally) may be paid by way of a cash settlement to the affected Medical Officer.
- 33.4.3 The Employer must not exert undue pressure influence or pressure on the Employee to cash out leave.
- 33.4.4 Accrued annual leave can be cashed out subject to the following rules.
- (a) paid Annual Leave must not be cashed out if cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than 6 weeks; and
 - (b) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Employer and the Employee; and
 - (c) the Employer will pay the Employee the amount the Employee would have received had the Employee proceeded to take the Annual Leave, excluding allowances and superannuation; and
 - (d) the Employee's accrued Annual Leave entitlement will be reduced by the amount of Annual Leave that the Employee has cashed out.
- 33.4.5 Where an Employee has an accrued balance of leave in excess of two years accrual, the Employer may request the Employee take a period of annual leave to reduce their balance to twelve weeks or less.
- 33.4.6 The Employer believes excess accumulation of annual leave creates fatigue and lifestyle concerns and therefore requires Employees to generally take annual leave in the year it is accrued or as soon as possible thereafter.
- 33.4.7 The Employer believes that the carriage of two years of Annual Leave credit (10 or 12 weeks) is a reasonable maximum credit to carry at any one time and that beyond that quantum positive planning to reduce the quantum should be undertaken by the Employee and their line manager. In the event that an Employee is not able to reach agreement on the taking of excess accrued leave the Employer will work to find an agreed solution. In the event no agreement can be reached the Employer is able to instruct an Employee to take an amount of leave that will result in the Employee reducing their balance of accrued leave to less than two years of accumulation.
- 33.5. Provision to Cash-In Annual Leave
- 33.5.1 The Employee may elect, and with the Employer's approval, to cash-in accumulated annual leave subject to the conditions below.

- 33.5.2 The Employer must not exert undue influence or pressure on the Employee to cash-in leave and must pay the Employee the leave the Employee has foregone at their base salary.
- 33.5.3 Accrued annual leave can be cashed-in subject to the following rules:
- (a) Annual leave must not be cashed-in if cashing-in would result in the Employees remaining accrued entitled to annual leave being less than one years accrual (5 or 6 weeks).
 - (b) Each cashing-in of a particular amount of paid annual leave must be by a separate agreement in writing between the Employer and the Employee; and
 - (c) The Employees accrued annual leave entitlement will be reduced by the amount of annual leave that the Employee has cashed-in.

34. Personal/Carer's Leave (Sick leave)

- 34.1. Personal/Carer's leave is provided for in the Act and detailed in Employer policy. Employees (excluding casual Employees) will accrue 10 days of Personal Leave per year of service. Part-time Employees will accrue leave on a pro-rata basis.
- 34.2. Personal leave is defined as leave required for a personal illness or injury. Employees may use their accumulated balance of personal leave for the purpose of carer's leave. Carer's leave is provided where an Employee is required to provide care or support to a member of the Employee's immediate family or household who require care or support as they are sick or injured or have an unexpected emergency.
- 34.3. Casual Employees may access unpaid Personal/Carer's leave under the provisions of the NES.
- 34.4. There is no entitlement to paid leave of absence for any period the Employee is receiving workers compensation payments.

35. Leave for Upper Respiratory Tract Infection (URTI)

- 35.1. In addition to the entitlements of clause 34, Employees other than casuals, will be granted up to three days of paid leave per year for a disability associated with URTI.
- 35.2. The paid leave in this clause is not cumulative and will only be applicable to a Medical Officer who would have been, but for their URTI, been required to fly.
- 35.3. Employees will determine whether the URTI is sufficiently serious as to prevent them from performing flying duties.
- 35.4. The Employer encourages Employees to remain at home when unwell to assist with infection control.
- 35.5. The Employer may require a medical certificate.

36. Compassionate Leave

- 36.1. All Employees are entitled to 2 days compassionate leave each time an immediate family or household member dies or suffers a life-threatening illness or injury.

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- 36.2. The compassionate leave can be taken as:
- a single continuous 2 day period, or
 - 2 separate periods of 1 day each, or
 - any separate periods the Employee and the Employer agree.
- 36.3. An Employee does not accumulate compassionate leave and it doesn't come out of their sick and carer's leave (or annual leave) balance. It can be taken any time an Employee needs it.
- 36.4. If an Employee is already on another type of leave (eg. annual leave) and needs to take compassionate leave, the Employee can use compassionate leave instead of the other leave.
- 36.5. Full-time and part-time Employees receive paid compassionate leave and casual Employees receive unpaid compassionate leave.
- 36.6. Full-time and part-time Employees are paid at their base pay rate for the ordinary hours they would have worked during the leave.
- 36.7. This doesn't include separate entitlements such as incentive-based payments and bonuses, loadings, monetary allowances, overtime or penalty rates.
- 36.8. Compassionate leave can't be cashed out.
- 36.9. An Employee taking compassionate leave must give their line manager / HR notice as soon as they can (this may be after the leave has started). The Employee must tell the line manager / HR of the period, or expected period, of the leave.
- 36.10. The line manager / HR can request evidence about the reason for compassionate leave (eg. a death or funeral notice or statutory declaration). This request for evidence has to be reasonable. If the Employee doesn't provide the requested notice or evidence they may not get compassionate leave.

37. Community Service Leave

- 37.1. Employees, including casual Employees, can take community service leave for certain activities such as:
- voluntary emergency management activities
 - jury duty (including attendance for jury selection).
- 37.2. With the exception of jury duty, community service leave is unpaid in accordance with the NES.
- 37.3. An Employee engages in a voluntary emergency management activity if:
- the activity involves dealing with an emergency or natural disaster
 - the Employee engages in the activity on a voluntary basis
 - the Employee was either requested to engage in an activity, or it would be reasonable to expect that such a request would have been made if circumstances had permitted
 - the Employee is a member of or has a member-like association with a recognised emergency management body.

37.4. A recognised emergency management body is:

- a body that has a role or function under a plan that is for coping with emergencies / natural disaster (prepared by the Commonwealth or a state or territory)
- a fire-fighting, civil defence or rescue body
- any other body which is mainly involved in responding to an emergency or natural disaster.

37.5. This includes bodies such as:

- the State Emergency Service (SES)
- Country Fire Authority (CFA)
- the RSPCA (in respect of animal rescue during emergencies or natural disasters).

37.6. An Employee is entitled to take community service leave while they are engaged in the activity and for reasonable travel and rest time. There is no limit on the amount of community service leave an Employee can take.

37.7. An Employee who takes community service leave must give their line manager / HR:

- notice of the absence as soon as possible (this may be after the leave starts); and
- the period or expected period of absence.

37.8. The line manager / HR may request an Employee who has given notice, to provide evidence that they're entitled to community service leave.

38. Parental Leave

38.1. Parental leave is provided for in the Act and detailed in Employer policy.

38.2. The Employer also provides paid parental leave to eligible Employees.

38.3. Employees (including a de facto partner) who are expecting or adopting a child (under sixteen (16) years of age), and who will be the primary carer of the child are eligible to 52 weeks of unpaid parental leave if they are:

- A permanent or a fixed term Employee with at least twelve (12) months service with the Employer before the date or expected date of birth or adoption.
- A long-term casual Employee with at least twelve (12) months regular and systematic service with the Employer before the date or expected date of birth or adoption and a reasonable expectation of continuing long-term casual work with the Employer, had it not been for the birth or adoption of a child.
- An Employee taking 12 months parental leave may request an extension of up to a further 12 months leave (up to 24 months in total), unless they are a member of an Employee couple and the other member has already taken 12 months of leave.

The extension of leave in these circumstances may be granted or refused by the Employer, subject to further conditions detailed later in Employer policy.

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- 38.4. During the unpaid parental leave entitlement, an Employee may receive payment for some or all their parental leave period through the RFDS funded Paid Parental Leave benefit and/or the Government funded Paid Parental Leave scheme. This will be subject to the Employee meeting certain eligibility criteria.
- 38.5. Terms and conditions regarding these payment schemes and benefits which sit on top of the unpaid parental leave entitlement are outlined below.
- 38.6. Government Paid Parental Leave Scheme.

In line with legislation, eligible Employees who are the primary carer of a newborn or adopted child may be entitled to eighteen (18) weeks paid leave, paid at the national minimum wage through the Government.

- 38.7. RFDS Funded Paid Parental and Adoption Leave Benefit.

Eligible permanent and fixed term Employees who are the primary carer of a newborn or adopted child and who have continuously worked for the Employer throughout the previous 12 months (including paid absences) are eligible for the Employer funded Paid Parental Leave benefits as per the following:

- Parental Leave on full pay – 14 weeks
- Or
- Parental Leave on half pay – 28 weeks

39. Long Service Leave

- 39.1. All Employees are entitled to long service leave in accordance with applicable legislation. Currently the entitlement is 8.6667 weeks after 10 years continuous service.
- 39.2. An Employee may be approved to access pro-rata long service leave after completing 7 years continuous service. Application must be approved by the relevant Executive Manager.
- 39.3. Long Service Leave at Half Pay
- 39.3.1 At the Employee's request and the company's approval, long service leave at half pay may be granted.
- 39.4. Provision to 'Cash-In' Long Service Leave
- 39.4.1 The Employee may elect, and with the Employer's approval, to 'cash-in' accumulated long service leave.
- 39.4.2 The Employer must not exert undue influence or pressure on the Employee to cash in leave and must pay the Employee the leave the Employee has foregone at their base rate of pay.

40. Time in Lieu (TIL)

- 40.1. Additional shifts of 9.5 hours worked by an Employee may be elected by the Employee to be paid at their normal rate of pay or accumulate TIL.

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- 40.2. TIL will accumulate at the ratio of 1:1. That is, for each additional shift worked, one shift of TIL will accumulate.
- 40.3. From the date of this agreement, the following guidelines have been prepared to reduce the impost of prospective TIL accrual:
- (a) At the end of a roster period, the SMO, or their delegate, will process any accumulated TIL into the Payroll system as time in lieu banked (TILB).
 - (b) An Employee can have a maximum of 4 days of TIL accrual with the pre-approval of the relevant Senior Medical Officer.
 - (c) An Employee can not accrue any more than 4 days of TIL without the written approval of the relevant State Operations Manager.
 - (d) An Employee will not be permitted to accrue TIL in excess of 8 days.
- 40.4. Any additional time worked, which has been approved by the relevant State Operations Manager will be paid to the Employee at the Employee's base rate of pay.
- 40.5. In the event of urgent and unexpected staffing shortfalls that are advised out of business hours, additional TIL may be approved in excess of the above amounts, however will require the relevant State Operations Manager to be notified at the commencement of business on the next business day.
- 40.6. Where an MO wishes to utilise accumulated TIL they must contact their respective SMO, who with the Health Workforce Coordinator will determine if the absence is possible taking into account TIL owing and service provision requirements at their base or across the section (where relevant). Once approved by the SMO, the MO or the HWDO can then process the application for TIL taken (TILT) into the Payroll system for approval.
- 40.7. Any accumulated TIL will be discussed with the Employee as to agree on a suitable time for the TIL to be rostered and taken. Should the Employer and the Employee not agree on a suitable time, the Employee will be required to take the accumulated TIL at the direction of the Employer.
- 40.8. Any Employee with an accumulated TIL balance at the time this Enterprise Agreement is agreed will work with their manager to reduce their balance. Methods to reduce accumulated TIL may include a cash-out of TIL or the Employee taking the TIL at an agreed time. It is agreed by the parties that 2 years is a reasonable period to reduce any accumulated TIL balance to be equal to or less than the 8 days permitted under this clause. Should the parties not be able to come to a suitable resolution in reduction of TIL, the Employer will determine the appropriate method to reduce the Employee's TIL balance.

41. Domestic Violence

41.1. This clause applies to all full time, part-time and casual Employees.

41.2. Definitions

41.2.1 Family and domestic violence means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.

41.2.2 Family member means:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
- (c) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

41.2.3 A reference to a spouse or de facto partner in the definition of family member in clause 41.2.2(a) includes a former spouse or de facto partner.

41.3. Entitlement to unpaid leave

41.3.1 Each year, an Employee is entitled to five days' unpaid leave to deal with family and domestic violence.

41.3.2 The entitlement to five days' unpaid leave to deal with family and domestic violence:

- (i) is available in full at the start of each 12 month period of the Employee's employment; and
- (ii) does not accumulate from year to year.

41.3.3 Note: A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Employer.

41.3.4 The Employer and Employee may agree that the Employee may take more than five days' unpaid leave to deal with family and domestic violence.

41.4. Taking unpaid leave

41.4.1 An Employee may take unpaid leave to deal with family and domestic violence if the Employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.

41.4.2 Note: The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

Royal Flying Doctor Service (Queensland Section)

41.5. Service and continuity

41.5.1 The time an Employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the Employee's continuity of service.

41.6. Notice and evidence requirements

41.6.1 An Employee must give their Employer notice of the taking of leave by the Employee under clause 41.

41.6.2 The notice:

- (i) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise the Employer of the period, or expected period, of the leave.

41.6.3 An Employee who has given their Employer notice of the taking of leave under clause 41 must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 41.4.

41.6.4 Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

41.7. Confidentiality

41.7.1 Employers must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause 41.6 is treated confidentially, as far as it is reasonably practicable to do so.

41.7.2 Nothing in clause 41 prevents an Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

41.7.3 Note: Information concerning an Employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. Employers should consult with such Employees regarding the handling of this information.

41.8. Compliance

41.8.1 An Employee is not entitled to take leave under clause 41 unless the Employee complies with clause 41.

42. Cultural Leave

42.1. Aboriginal and Torres Strait Islander Employees (and those non-Aboriginal and non-Torres Strait Islander Employees working with and in Aboriginal and Torres Strait Islander communities) shall be entitled to one paid day of leave to attend the march and/or related activities associated with National Aborigines Day Commemorative Committee celebrations.

- 42.2. An Employee who is legitimately required by the Employee's Aboriginal or Torres Strait Islander tradition to be absent from work for ceremonial purposes shall be entitled to up to 5 working days unpaid leave in any one year. The Employee must be able to establish to the Employer that he/she has an obligation under Aboriginal and Torres Strait Islander custom and/or traditional law to participate in ceremonial activities and shall be granted such leave without pay for a maximum period of 5 days per year or for such extension granted by the Employer. Such leave shall not affect the Employee's entitlement to compassionate leave prescribed by Clause 36 of this Agreement.
- 42.3. Approval of all Aboriginal and Torres Strait Islander Cultural leave will be subject to the Employer's discretion and will not unreasonably affect the operations of the business, but shall not be unreasonably withheld.

43. Natural Disaster Leave (E.g. Floods / Cyclones / Storms / Bushfires)

- 43.1. An Employee may be entitled to Natural Disaster Leave in accordance with Employer policy.

PART 7 REGISTRATION, PROFESSIONAL ASSOCIATIONS AND EMPLOYMENT REQUIREMENTS

44. Accreditation/Credentialing with Professional Associations

- 44.1. Where there is a requirement to be a member of this organisation to carry out part of the Medical Officer duties, the Employer will reimburse the membership fee on production of proof of payment.

45. Employment Requirements

- 45.1. Roles may require satisfactory Criminal History Checks as a condition of employment and ongoing employment.
- 45.2. Should an Employee be issued with an unsatisfactory criminal history check during the course of their employment, their employment may be terminated for this reason.

46. Presentation of Papers at Conferences

- 46.1. The Employer encourages Employees to write papers and to present at relevant professional conferences and workshops.
- 46.2. Funding is provided where a medical officer has been asked by the organisation to attend an activity or teach a course (such as EMST or PHTLS) as a representative of the Employer.

47. Probationary & Performance and Development Reviews

- 47.1. A probationary period of six months applies to all new appointments.
- 47.2. Medical Officers are required to participate in the organisation's Employee Performance and Development Review Program. This will involve periodic performance reviews with senior management.

48. New Models of Delivery

- 48.1. If a new model/contract/commercial venture that changes the current services provided by the Employer was to occur during the life of this Agreement, consultation in line with clause 9 of this Agreement may be requested to consider the provisions applicable under the new model/contract/venture. A variation to this Agreement may also be considered to ensure any agreed changes are documented.
- 48.2. This could result in the introduction of different roster duty periods, working arrangements, different salary scales, allowances and benefits to remunerate for the hours and type of work undertaken.
- 48.3. If a matter arises under this clause 48 that constitutes a major change for the purposes of clause 9 of this Agreement, clause 9 will apply and each employee will be better off overall than as against the *Medical Practitioners Award 2020*.

PART 8 MISCELLANEOUS PROVISIONS

49. No Extra Claims Undertaking

- 49.1. Prior to the nominal expiry date of this Agreement, the Union and Employees agree not to make any further claims and acknowledges that this Agreement deals comprehensively with all industrial matters.

50. Legislation/Regulatory Change

- 50.1. If during the life of this Agreement, legislative or regulatory changes occur (e.g. CASA) that impact on the hours of work, fatigue or other rostering considerations, consultation in accordance with Clause 9 will occur to consider the provisions applicable in preparation to propose a variation to the Agreement.

51. Union Delegate Rights

- 51.1. The Employer will treat delegates fairly and will allow them to perform their roles as a Union delegate without any discrimination in their employment. The Employer recognises and respects that Union delegates speak on behalf of union members in the workplace.
- 51.2. Union delegates will be given reasonable access to telephone, fax, internet and email facilities for the purpose of carrying out their role as a Union delegate.
- 51.3. Union delegates will be granted reasonable paid time to:
 - (a) Represent members in bargaining;
 - (b) Represent the interests of members to the Employer and industrial tribunals;

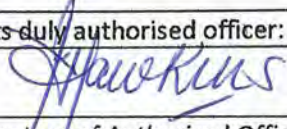
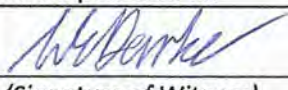
Royal Flying Doctor Service (Queensland Section)

- (c) Consult with union members and other Employees for whom the delegate is a bargaining representative;
- 51.4. Union delegates will be provided up to a maximum of 3 days paid time per annum to:
- (a) Attend union education;
 - (b) Attend courses conducted by an approved training provider, which are designed to provide skills and competencies that will assist the delegate or workplace representative contribute to the prompt resolution of disputes and or grievances in the workplace.
- 51.5. Time granted pursuant to this clause, will count as service for all purposes of this Agreement. Time allotted to Union delegates each year cannot be deferred or used in any subsequent year; these hours are not cumulative.
- 51.6. All expenses (such as travel, accommodation and meals) associated with or incurred by the Employee attending a training course as provided in this clause will be the responsibility of the Employee or the union.
- 51.7. An Employee may be required to satisfy the Employer of attendance at the course to qualify for the period of leave.
- 51.8. An Employee granted leave pursuant to this clause will, on request, inform the Employer of the nature of the course attended.
- 51.9. In the event of a disagreement arising from the outcome of this clause, the matter may be settled using the dispute settlement procedure of the agreement.
- 51.10. The Union will be permitted to post authorised union materials on noticeboards provided for that purpose in the workplace.

SIGNATORIES


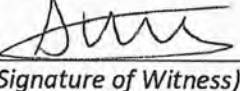
Signed on behalf of

Royal Flying Doctor Service of Australia (Queensland Section) Limited, ABN 80 009 663 478

By its duly authorised officer:	In the presence of:
	
(Signature of Authorised Officer)	(Signature of Witness)
Judith Hawkins	Whitney Darke
(Name of Authorised Officer)	(Name of Witness)
L4, 5-7 Lobelia Cir, Brisbane Airport, Qld, 4008	L4, 5-7 Lobelia Cir, Brisbane Airport, Qld, 4008
(Address of Authorised Officer)	(Address of Witness)
Head of People & Culture	IR Coordinator
(Position of Authorised Officer)	(Position of Witness)
04 March 2020	04 March 2020
(Date)	(Date)

Signed on behalf of

The Employees of Royal Flying Doctor Service of Australia (Queensland Section) Limited, ABN 80 009 663 478

By:	In the presence of:
	
(Signature of Employee)	(Signature of Witness)
Minh Le Cong	Shelley Le Cong
(Name of Employee)	(Name of Witness)
RFDS Cairns, Aeroglen ST QLD, 4870	62 Hutchinson St. Whiffers QLD 4870
(Address of Employee)	(Address of Witness)
Medical Officer	Manager of Aeromedical & Telehealth
(Position of Employee)	(Position of Witness)
3/3/2020	3/3/2020
(Date)	(Date)

APPENDIX A: SALARIES

A.1 GMP/Aeromedical Officers

Level	1 July 2019	1 July 2020	1 July 2021	1 July 2022
1	\$180,853.00	+WPI	+WPI	+WPI
2	\$199,070.00			
3	\$217,456.00			
4	\$280,504.00			
5	\$287,115.00			
6	\$293,723.00			
7	\$300,334.00			
8	\$306,946.00			
9	\$313,554.00			
10	\$320,165.00			
11	\$326,773.00			
12	\$333,385.00			
13	\$339,995.00			
14	\$346,604.00			
15	\$353,214.00			

A.2 PHC Medical Officers

Level	1 July 2019	1 July 2020	1 July 2021	1 July 2022
1	\$153,726.00	+WPI	+WPI	+WPI
2	\$169,210.00			
3	\$184,837.00			
4	\$238,429.00			
5	\$244,047.00			
6	\$249,666.00			
7	\$255,285.00			
8	\$260,903.00			
9	\$266,522.00			
10	\$272,140.00			
11	\$277,759.00			
12	\$283,377.00			
13	\$288,995.00			
14	\$294,613.00			
15	\$300,234.00			