



# Royal Flying Doctor Service

*The furthest corner. The finest care.*

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

**Medical Officers Enterprise Agreement 2024 – 2027**

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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 2024-2027.

### **2. Application of Agreement**

- 2.1 This Agreement shall apply exclusively to:
- (a) The Royal Flying Doctor Service of Australia (Queensland Section) Limited (ABN 80 009 663 478) (the Employer); and
  - (b) All Medical Officers employed by the Employer, up to and including Base Lead Medical Officers (**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.
Aeromedical Officer	Means a Medical Officer who is engaged to primarily perform aeromedical work.
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.
Employer	Means RFDS.
Executive Manager	Means the Chief Medical Officer or equivalent or other members of the Executive Leadership Team (ELT).
Fractional Telehealth Duty Period	Means a fractional Rostered Duty Period allocated specifically to Telehealth.
Immediate family	<p>Immediate family is an Employee's:</p> <ul style="list-style-type: none"><li>a) spouse or former spouse</li><li>b) de facto partner or former de facto partner</li><li>c) child</li><li>d) parent</li><li>e) grandparent</li><li>f) grandchild</li><li>g) sibling, or a</li><li>h) child, parent, grandparent, grandchild or sibling of the Employee's spouse or de facto partner (or former spouse or de facto partner).</li></ul> <p>This definition includes step-relations (eg. step-parents and step-children) as well as adoptive relations.</p>
NES	Means the National Employment Standards as contained in sections 59 to 131 of the Fair Work Act 2009 (Cth)
Ordinary Time Earnings	Means as defined by SGR 2009/2 Superannuation Guarantee Ruling (or its successor).
PHC Medical Officer	Means a Medical Officer who is engaged to primarily perform Primary Health Care (PHC) work.

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 typically equates to 12 hours as a Rostered Duty Period but can vary depending on operational needs. From time to time, this may be different depending on the FTE of the Medical Officer and the type of shift being worked.
Telehealth	Includes both on-demand and scheduled telehealth services which involve remote consultations, and the associated modalities of remote patient monitoring and virtual wards. At RFDS it can form part of services delivered at a Base or otherwise from another location to be agreed with the Medical Lead.
Union	Australian Salaried Medical Officers' Federation Queensland Branch

## 6. Posting of Agreement

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

## PART 2 CONSULTATION, DISPUTE RESOLUTION AND FLEXIBILITY

### 7. Dispute Resolution

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 7.5 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

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- (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.
- 7.6 Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.
- 7.7 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.
- 7.8 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.
- 7.9 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

## 8. Consultation

- 8.1 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.
- 8.2 Major change
  - (a) For a major change referred to in 8.1(a):
    - (i) the Employer must notify the relevant Employees of the decision to introduce the major change; and
    - (ii) subclauses 8.3 to 8.9 apply.
- 8.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.



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- 8.4 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.
- 8.5 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.
- 8.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 8.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 8.8 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 8.2(a) and subclauses 8.3 and 8.5 are taken not to apply.
- 8.9 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.
- 8.10 Change to regular roster or ordinary hours of work.
- 8.11 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 8.12 to 8.16 apply.

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- 8.12 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 8.13 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
- 8.14 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)
- 8.15 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 8.16 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 8.17 In this term: "relevant Employees " means the Employees who may be affected by a change referred to in subclause 8.1.

## 9. Individual Flexibility Arrangements

- 9.1 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.

- 9.2 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.
- 9.3 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.
- 9.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 9.5 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.

## **10. Requests for Flexible Working Arrangements**

- 10.1 Requests for flexible working arrangements will be dealt with under the NES.

## **PART 3 EMPLOYMENT TYPES, SUPERVISION REQUIREMENTS & TERMINATION OF EMPLOYMENT**

### **11. Types of Employment**

- 11.1 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.
- 11.2 At the time of engagement the Employer will inform each Employee of the following terms:

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- (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.

### 11.3 Part-Time Employment

- (a) The Employer may employ part-time Employees in any classification in this Agreement.
- (b) Part-time Employees are entitled, on a pro rata basis, to equivalent pay and conditions to those of full-time Employees.
- (c) A part time Employee, subject to mutual agreement between the part time Employee and the Medical Lead may be requested to work additional Rostered Duty Periods. These additional shifts will be paid at the Employee's standard rate up to a full-time equivalent number of Rostered Duty Periods. The Employee may elect to have these additional shifts paid as TIL (Time In Lieu) or paid. Please refer to clause 38 for further information regarding TIL and TIL Management
- (d) In addition to clause 11 a full-time Employee outside of the provisions of 11.2 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:
  - (i) personal and professional interests;
  - (ii) general health and occupational health and safety issues;
  - (iii) study commitments.
- (e) 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.
- (f) The terms and conditions of any part-time employment will be recorded in writing.
- (g) 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.
- (h) 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.

### 11.4 Casual Employment

- (a) Casual Employee has the same meaning as under the Act.
- (b) A casual Employee will be paid the applicable rate plus 25% casual loading. The loading will be added to and incorporated into their base salary.

11.5 Fixed Term/Fixed Task Employment

- (a) 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.
- (b) 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.
- (c) Whenever possible the Employer will offer alternative permanent employment at the end of a fixed term contract.
- (d) 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.
- (e) 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.
- (f) The Employer expresses a preference for the employment of permanent Employees over casual Employees.
- (g) In this clause, fixed term includes maximum term employment.

**12. Supervision Requirements**

- (a) 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).
- (b) 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.
- (c) 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.
- (d) The categories of supervision for Medical Officers with Limited Scope of Practice may extend to positions determined by the RFDS (QLD Section) Credentialing and Scope of Practice Committee.
- (e) The level of supervision that is required will depend upon a number of factors that include:
  - (i) Qualification of the Medical Practitioner
  - (ii) Previous experience, especially in the position for which the Medical Practitioner has applied
  - (iii) Position description – the position, its location and the availability of supports.

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- (f) Supervision level have been determined and may differ for each clinical service area.

### 13. Notice of Termination

#### 13.1 Termination and Redundancy

- (a) Notice will be provided in accordance with the NES, including payments in lieu.

#### 13.2 No Entitlement to notice periods

- (a) The period of notice in this clause does not apply:
- (i) in the case of dismissal for serious misconduct;
  - (ii) to Employees engaged for a specific period of time or for a specific task or tasks;
  - (iii) 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
  - (iv) to casual Employees.

#### 13.3 Notice of termination by an Employee

- (a) Employees are required to provide eight weeks' notice prior to the resignation of employment.

### 14. Redundancy

- 14.1 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

- 14.2 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

14.3 Employee Leaving During Notice

- (a) 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.

14.4 Job Search Entitlement

- (a) 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.
- (b) 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**

### **15. Fitness for Employee Duties**

- 15.1 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.
- 15.2 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 relevant Medical Lead or their delegate and clause 18.1 (Roster Limits (Fatigue Leave Provisions)) will apply. The Medical Lead or their delegate shall assess the situation to consider whether rearrangement of the roster is appropriate in the circumstances, in consultation with the Employee.
- 15.3 A Medical Lead 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 Medical Lead or their delegate.

### **16. Ordinary Hours of Work Defined**

- 16.1 Under the NES, the maximum weekly ordinary hours of work are 38 hours per week, plus reasonable additional hours. The NES provides a range of factors which assist in determining whether additional hours are reasonable.
- 16.2 At RFDS, the way this 38 hour per week requirement in the NES is practically applied, is by nominating that in each typical full Rostered Duty Period, the ordinary hour component is 9.5 hours (although this can vary given different working patterns including for Telehealth). The

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RFDS and the Employees acknowledge that hours will be worked above the ordinary hours and that these take the form of reasonable additional hours.

- 16.3 For a full time Medical Officer this often equates to four 12 hour shifts per week but it can be more or less than this from time to time, subject to the other provisions of this agreement.
- 16.4 The ordinary hours plus the reasonable additional hours are compensated for in the base salary.
- 16.5 It is acknowledged that during bargaining the parties discussed a desire to work toward different pay structures including hourly rates and will establish a working group during the life of this agreement to progress that concept.

## 17. Hours of Work

- 17.1 All full-time Medical Officers will be rostered 16 Rostered Duty Periods per 4 week period. It is acknowledged that in some cases, one of those Rostered Duty Periods may be worked in fractions where Telehealth work is performed.
- 17.2 If staff shortages impact on rosters causing full-time 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.
- 17.3 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.
- 17.4 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. Roster Limits

- 18.1 Roster Limits (Fatigue Leave Provisions)
  - (a) Additional Rostered Duty Periods can be allocated to the Medical Officer subject to agreement between the Employer and the individual Medical Officer.
  - (b) The Employer must ensure that a Medical Officer does not perform duty on more than 11 consecutive days, except where agreed between the Medical Lead and the individual Medical Officer.
  - (c) 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.
  - (d) The Employer must ensure that the minimum time free of duty following a duty period is as follows.
    - (i) 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.



- (ii) 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.
  - (iii) 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.
- (e) Medical Officers must inform the Medical Lead when it becomes apparent fatigue management needs to be considered and implemented. If fatigue issues cannot be resolved at the local level the Medical Lead also needs to advise the Chief Medical Officer of fatigue arrangements.
- (f) A part-time Medical Officer who incurs fatigue leave will be entitled to fatigue management as outlined in sub-clause 18.1(e) or an additional payment may be considered at the discretion of the Chief Medical Officer.
- In the instance of sub-clause 18.1(e) occurring, part-time and casual staff may be utilised as determined by the Medical Lead/Chief Medical Officer 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.
- (g) 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.
  - (h) Any changes to roster times or shifts will only be made after a consultation process with the affected Employee.
  - (i) Minor changes to the roster shall be by mutual agreement between the Medical Lead and the Employee directly affected. However, roster changes may be negotiated by the Chief Medical Officer to meet unforeseen operational circumstances and/or contingencies.
  - (j) 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.

## 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.
- 19.2 An Employee may be contacted for duty up to one (1) hour before the nominated start time for priority 1, med 1 (critical/immediate patients).

## **20. Fractional Telehealth Duty Period**

- 20.1 For the purposes of this agreement, both PHC Medical Officers or Aeromedical Officers are eligible to perform Telehealth Rostered Duty Periods, provided they hold the required credentials for the work. Other than in exceptional or emergency circumstances, Medical Officers will not be compelled to perform Telehealth Rostered Duty Periods.
- 20.2 Medical Officers may be rostered on a whole number (1) of Fractional Telehealth Duty Periods per roster cycle, provided that within any one roster, the fractional components make up 1 Rostered Duty Period.
- 20.3 Fractional Telehealth Duty Periods relate to hours forming part of an FTE and do not relate to additional shifts.
- 20.4 This clause does not prevent a non-fractional Rostered Duty Period being allocated to Telehealth work.

## **21. Non-clinical or clinical support days**

- 21.1 Each Aeromedical Officer will receive one non-clinical or clinical support day (pro-rated for part-time work) per roster cycle.
- 21.2 PHC Medical Officers will typically receive 1 non-clinical or clinical support day per 2 PHC clinic days worked per roster cycle. Other allocations may be determined subject to the discretion of the relevant Base Medical Lead, taking into account service delivery needs of individual clinics and Bases.
- 21.3 Non-clinical or clinical support days may be worked in fractions. The parties acknowledge that these days are often 9.5 ordinary hours but may include reasonable additional hours from time to time, which are compensated for in the base salary.

# **PART 5 SALARIES, ALLOWANCES AND OTHER BENEFITS**

## **22. Salary and Rates**

- 22.1 Aeromedical Officers and PHC Medical Officers are paid in accordance with the pay scales set out at Appendix A effective from the first full pay period after this Agreement commences.
- 22.2 The applicable pay point within the respective classifications is determined as set out below:
  - (a) Level A: all Registrars;
  - (b) Level B: all Medical Officers with less than 8 years' post-fellowship experience; and
  - (c) Level C: all Medical officers with greater than or equal to 8 years' post-fellowship experience.
- 22.3 For PHC Medical Officers performing any night duty or weekend shifts, including Telehealth shifts, allowances will be paid as follows:
  - (a) Night duty (shifts commencing between 1800 to 0600 hours local time) – 25%; and

- (b) Weekends – 25%.
- 22.4 Salaries are all-inclusive and cover the unique requirements of RFDS Medical Officers, such as reasonable additional hours, on-call, overtime, supervision, clinic overnights, 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.
- 22.5 Overnights and on call whilst in communities are paid by way of a separate allowance.
- 22.6 Salary will be paid directly into an Employee's nominated bank account on a fortnightly basis.

## 23. Professional Development

### 23.1 Study Leave

- (a) Paid study Leave is normally accessed after 6 months employment by agreement between the Medical Officer and the Chief Medical Officer or delegate. However, a Medical Officer may be requested, by the relevant Medical Lead 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 Chief Medical Officer or equivalent (or their authorised delegate).
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.

### 23.2 Sabbatical Leave

- (a) 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.
- (b) 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.
- (c) 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

## Royal Flying Doctor Service (Queensland Section)

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.

- (d) 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.
- (e) If a Medical Officer has previously taken sabbatical leave, five (5) years must elapse before any further sabbatical leave can be requested.
- (f) 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.

### 23.3 Performance Management

- (a) 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.

## 24. Insurance

### 24.1 Medical Indemnity Insurance

- (a) 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.
- (b) Medical Officers may 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: \$1,588.15.
- (c) 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.

### 24.2 Personal Accident Insurance

- (a) 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.

## 25. Allowances

25.1 Where a monetary figure is set out in the clause, allowances will increase in line with the notional salary increases in Appendix A each year, unless otherwise stated.

### 25.2 Relieving Allowance

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

- (b) A Medical Officer relieving at any Base 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 for every additional shift). This allowance is payable as a separate allowance and not to be accumulated.
- (c) This allowance does not apply to casual Medical Officers.

25.3 Medical Lead Allowance

- (a) The following Medical Officers are entitled to an additional allowance in recognition of the increased responsibility and the requirement of these positions to be available on call for telephone support of operational staff:
  - (i) Medical Lead (PHC) – Cairns
  - (ii) Medical Lead (Aero) – Cairns
  - (iii) Medical Lead (PHC) – Charleville
  - (iv) Medical Lead (Aero) – Charleville
  - (v) Medical Lead (PHC) – Mt Isa
  - (vi) Medical Lead (Aero) – Mt Isa
  - (vii) Medical Lead – Telehealth
- (b) Medical Officers holding one of the roles in clause 25.3(a) are entitled to an allowance of \$27,519.28 per annum.
- (c) Part-time Employees, excluding those participating in a job-share arrangement will receive the full time value of the allowance.

25.4 Location Payment

- (a) A location payment applies to Medical Officers who are staying overnight at another location.
- (b) Tier 2 and 3 below are paid to Medical Officers who are expected to be available overnight to respond to medical emergencies in any community that does not have a medical practitioner present other than the Medical Officer. The payment will be three tiered; only one tier can be claimed at any one time:

Tier 1	Staying overnight in any community	Current ATO overnight payment
Tier 2	Staying overnight in any community that does not have a medical practitioner present other than the Medical Officer <b>and</b> being on-call but not called-out	\$150 inclusive of current ATO overnight payment
Tier 3	Staying overnight in any community that does not have a medical practitioner present other than the Medical Officer <b>and</b> being called-out	\$150 plus the average hourly rate x 3, inclusive of current ATO overnight payment

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- (c) Tier 3 may only be claimed if the Medical Officer has been called out at the request of another RFDS Medical Officer. This request must be documented to permit auditing. If a Medical Officer is called directly by a nurse they should be referred to the Telehealth Medical Officer unless the patient is critically unwell, in which case the Medical Officer should respond and inform the Telehealth Medical Officer or Aeromedical Officer as soon as practical (e.g. when calling for the evacuation of the patient).
- (d) Current ATO Payment: Allowances above are based upon rates provided by the Australian Taxation Office (ATO) (currently Taxation Determination TD 2023/3). These rates will be reviewed after the annual review process by the ATO.

### 26. Remote Loadings

- 26.1 Employees who live in Mt Isa and Charleville: Effective from the commencement of this Agreement:
  - (a) Mt Isa – Currently \$53,124.74. Increases to be aligned to Appendix A.
  - (b) Charleville - Currently \$53,124.74. Increases to be aligned to Appendix A.
- 26.2 Employees who fly in and fly out to Mt Isa and Charleville: Effective from the commencement of this Agreement:
  - (a) Mt Isa - Currently \$25,017.32. Increases to be aligned to Appendix A.
  - (b) Charleville - Currently \$25,017.32. Increases to be aligned to Appendix A.
  - (c) These allowances are to compensate for the remote nature of work in these regions.
  - (d) The payment above will be calculated based on the amount of work performed in Mt Isa or Charleville.
- 26.3 Part-time Employees will receive a pro-rata value dependent upon their FTE.
- 26.4 This allowance does not apply to casual Medical Officers.

### 27. Accommodation

- 27.1 Where the Medical Officer resides permanently in Charleville or Mount Isa, accommodation or equivalent is provided. Periods of leave, and the Employees FTE may affect the entitlement to accommodation.
- 27.2 FIFO Medical Officers in Mt Isa and Charleville are provided with accommodation for the duration of their working period.

### 28. Superannuation

- 28.1 The Employer will make the minimum superannuation contribution as legally required under superannuation legislation up to the maximum contribution base (as defined in superannuation guarantee legislation) on behalf of each Employee into the Employee's nominated fund or, if no fund is nominated, the Employee's 'stapled fund' or the Employer's default fund.

- 28.2 Any nominal superannuation contribution above the maximum contribution base will be paid to the Employee as salary unless the Employee advises payroll in writing.
- 28.3 In addition, where superannuation contributions of 5% of Ordinary Time Earnings (OTE) or more are made by the Employee for at least 3 years, after the completion of probation the Employer will increase their contributions to 12.5% OTE (up to the maximum contribution base (as defined in the superannuation guarantee legislation)).
- 28.4 All Employer superannuation will be paid on the value of Ordinary Time Earnings.
- 28.5 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.

## **29. Salary Packaging**

- 29.1 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**

### **30. Public Holidays**

- 30.1 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.

### **31. Annual Leave**

- 31.1 Annual Leave is provided for in the NES.
- 31.2 This clause does not apply to casual Employees.
- 31.3 Entitlement to Annual Leave
- (a) At the commencement of this Agreement, an Employee will be entitled to accrue six (6) weeks of annual leave per year of service.
  - (b) Annual Leave loading has been incorporated into the annual salary.
  - (c) All annual leave accrued but not taken will be paid on termination of employment.
  - (d) Annual leave will be paid under normal pay cycles.

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- (e) 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.

### 31.4 Annual leave at half pay

- (a) 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.
- (b) An Employee who is provided with accommodation may be required to pay half the market rental rate during their period of half pay leave.

### 31.5 Excess Accrued Annual Leave

- (a) 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.
- (b) 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.
- (c) The Employer must not exert undue pressure influence or pressure on the Employee to cash out leave.
- (d) Accrued annual leave can be cashed out subject to the following rules.
  - (i) 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
  - (ii) 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
  - (iii) 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
  - (iv) the Employee's accrued Annual Leave entitlement will be reduced by the amount of Annual Leave that the Employee has cashed out.
- (e) 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.
- (f) 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.



- (g) 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.

**31.6 Provision to Cash-In Annual Leave**

- (a) The Employee may elect, and with the Employer's approval, to cash-in accumulated annual leave subject to the conditions below.
- (b) 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.
- (c) Accrued annual leave can be cashed-in subject to the following rules:
  - (i) 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).
  - (ii) 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
  - (iii) The Employees accrued annual leave entitlement will be reduced by the amount of annual leave that the Employee has cashed-in.

**32. Personal/Carer's Leave**

- 32.1 Personal/Carer's leave is provided for in the NES and detailed in Employer policy.
- 32.2 Every Employee shall become entitled to not less than 76 hours for each completed year of employment (or if the NES require a more generous entitlement, then that will apply). The entitlement accrues progressively during a year of service according to the employee's ordinary hours of work.
- 32.3 Payment for personal/carer's leave will be made based on the ordinary number of hours that would have been worked by the employee if they were not absent on personal/carer's leave.
- 32.4 Personal/carer's leave may be taken for part of a day.
- 32.5 Personal/carer's leave shall be cumulative.
- 32.6 Part-time employees accrue personal/carer's leave on a proportional basis.
- 32.7 Personal/carer's leave can be taken:
  - (a) because the employee is not fit for work because of a personal illness, or personal injury affecting the employee; or
  - (b) to provide care or support to a member of the employee's family or member of the employee's household who requires care or support because of personal illness or injury or an unexpected emergency affected the member.

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- 32.8 Personal/carer's leave cannot be taken on rostered days off as such absences are outside the normal hours of duty.

### **33. Leave for Upper Respiratory Tract Infection (URTI)**

- 33.1 In addition to the entitlements of clause 32, Employees other than casuals, will be granted up to three days of paid leave per year for a disability associated with URTI.
- 33.2 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.
- 33.3 Employees will determine whether the URTI is sufficiently serious as to prevent them from performing flying duties.
- 33.4 The Employer encourages Employees to remain at home when unwell to assist with infection control.
- 33.5 The Employer may require a medical certificate.

### **34. Compassionate Leave**

- 34.1 Employees are entitled to compassionate leave in accordance with the NES.

### **35. Community Service Leave**

- 35.1 Employees are entitled to community service leave in accordance with the NES.

### **36. Parental Leave**

- 36.1 Parental leave is provided for in the NES.
- 36.2 The Employer also provides paid parental leave to eligible Employees.
- 36.3 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

### **37. Long Service Leave**

- 37.1 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.

### **38. Time in Lieu (TIL)**

- 38.1 For each additional Rostered Duty Period worked, the Employee can elect either to be paid or to receive TIL equivalent to the ordinary hours of work for the block of time that is worked . The applicable TIL will accumulate at the ratio of 1:1.
- 38.2 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 State Lead, 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 State Lead.
  - (c) An Employee can not accrue any more than 4 days of TIL without the written approval of the relevant State Lead.
  - (d) An Employee will not be permitted to accrue TIL in excess of 8 days.
- 38.3 Any additional time worked, which has been approved by the relevant State Lead will be paid to the Employee at the Employee's base rate of pay.
- 38.4 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 Lead to be notified at the commencement of business on the next business day.
- 38.5 Where an MO wishes to utilise accumulated TIL they must contact their respective State Lead, who 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 State Lead, the MO can then process the application for TIL taken (TILT) into the Payroll system for approval.
- 38.6 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.
- 38.7 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.

### **39. Domestic Violence**

- 39.1 Paid Family and Domestic Violence leave will be provided to Employees in accordance with the NES.

## **PART 7 REGISTRATION, PROFESSIONAL ASSOCIATIONS AND EMPLOYMENT REQUIREMENTS**

### **40. Accreditation/Credentialing with Professional Associations**

- 40.1 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.

### **41. Employment Requirements**

- 41.1 Roles may require satisfactory Criminal History Checks as a condition of employment and ongoing employment.
- 41.2 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.

### **42. Presentation of Papers at Conferences**

- 42.1 The Employer encourages Employees to write papers and to present at relevant professional conferences and workshops.
- 42.2 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.

### **43. New Models of Delivery**

- 43.1 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 8 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.
- 43.2 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.
- 43.3 If a matter arises under this clause 43 that constitutes a major change for the purposes of clause 8 of this Agreement, clause 8 will apply and each employee will be better off overall than as against the *Medical Practitioners Award 2020*.

## PART 8 MISCELLANEOUS PROVISIONS

### 44. No Extra Claims Undertaking

- 44.1 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.

### 45. Legislation/Regulatory Change

- 45.1 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 8 will occur to consider the provisions applicable in preparation to propose a variation to the Agreement.

### 46. Workplace Delegates' Rights

- 46.1 This clause provides for the exercise of the rights of workplace delegates set out in section 350C of the [Act](#).
- 46.2 In this clause 46:
- (a) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
  - (b) **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.
- 46.3 Before exercising entitlements under this clause, a workplace delegate must give the Employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the Employer with evidence that would satisfy a reasonable person of their appointment or election.
- 46.4 An Employee who ceases to be a workplace delegate must give written notice to the Employer within 14 days.
- 46.5 **Right of representation**
- A workplace delegate may represent the industrial interests of eligible Employees who wish to be represented by the workplace delegate in matters including:
- (a) consultation about major workplace change;
  - (b) consultation about changes to rosters or hours of work;
  - (c) resolution of disputes;
  - (d) disciplinary processes;
  - (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and
  - (f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

**46.6 Entitlement to reasonable communication**

- (a) A workplace delegate may communicate with eligible Employees for the purpose of representing their industrial interests under clause 46.5. This includes discussing membership of the delegate's organisation and representation with eligible Employees.
- (b) A workplace delegate may communicate with eligible Employees during working hours or work breaks, or before or after work.

**46.7 Entitlement to reasonable access to the workplace and workplace facilities**

- (a) The Employer must provide a workplace delegate with access to or use of the following workplace facilities:
  - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible Employees;
  - (ii) a physical or electronic noticeboard;
  - (iii) electronic means of communication ordinarily used in the workplace by the Employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
  - (iv) a lockable filing cabinet or other secure document storage area; and
  - (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) The Employer is not required to provide access to or use of a workplace facility if:
  - (i) the workplace does not have the facility;
  - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
  - (iii) the Employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

**46.8 Entitlement to reasonable access to training**

Unless the Employer is a small business employer, the Employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a) In each year commencing 1 July, the Employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
  - (i) full-time or part-time employees; or
  - (ii) regular casual employees.
- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (d) The workplace delegate must give the Employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject

matter, the daily start and finish times of the training, and the name of the training provider.

- (e) If requested by the Employer, the workplace delegate must provide the employer with an outline of the training content.
- (f) The Employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g) The workplace delegate must, within 7 days after the day on which the training ends, provide the Employer with evidence that would satisfy a reasonable person of their attendance at the training.

#### 46.9 Exercise of entitlements under clause 46

- (a) A workplace delegate's entitlements under clause 46 are subject to the conditions that the workplace delegate must, when exercising those entitlements:
  - (i) comply with their duties and obligations as an Employee;
  - (ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
  - (iii) not hinder, obstruct or prevent the normal performance of work; and
  - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) Clause 46 does not require the Employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (c) Clause 46 does not require an eligible Employee to be represented by a workplace delegate without the employee's agreement.



## 47. Employee Right to Disconnect

- 47.1 The Employer must not directly or indirectly prevent an Employee from exercising their right to disconnect under the Act.
- 47.2 This clause does not prevent the Employer from requiring an employee to monitor, read or respond to contact, or attempted contact, from the Employer outside of the employee's working hours where:
  - (a) the Employee is receiving an on-call allowance or has been rostered on-call; and
  - (b) the Employer's contact is to notify the Employee that they are required to attend or perform work or give other notice about the on-call.
- 47.3 This clause does not prevent the Employer from contacting, or attempting to contact, an employee outside of the employee's working hours in circumstances including to notify them of:
  - (a) an emergency roster change; or
  - (b) a recall to work.

**SIGNATORIES**

Signed on behalf of

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

	
Signature of Authorised Officer	Signature of witness
Judy Hawkins.	Emily East
Name of Authorised Officer	Name of witness
4/5-7 Lobelia Circle	4/5-7 Lobelia circle
Bne Airport	Brisbane Airport
Address of Authorised Officer	Address of Witness
EGM People & Culture	Reward and Reporting Specialist
Position of Authorised Officer	Position of Witness

Signed on behalf of

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

Signature of Employee	Signature of witness
Name of Employee	Name of witness
Address of Employee	Address of Witness
Position of Employee	Position of Witness



Signed for and on behalf of the Australian Salaried Medical Officers Federation Queensland Branch:

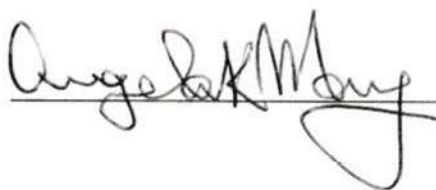
Signature:  \_\_\_\_\_

Print Name: Dr Hau Tan

Title: President ASMOF Queensland Branch

Address: 88 L'Estrange Terrace KELVIN GROVE 4006

Date: 16 December 2024

Witness:  \_\_\_\_\_

## APPENDIX A: SALARIES

Note: The rates in the tables below are inclusive of the increases.

### A.1 Aeromedical Officers

	Year 1 (on commencement of the EA)	Year 2	Year 3
Level	(3%)	(3%)	(4%)
Registrar	\$249,812.41	\$257,306.78	\$267,599.05
Consultant (up to 8 years)	\$374,920.00	\$386,167.60	\$401,614.30
Senior Consultant (greater than or equal to 8 years)	\$390,370.00	\$402,081.10	\$418,164.34

### A.2 PHC Medical Officers

	Year 1 (on commencement of the EA)	Year 2	Year 3
Level	(3%)	(3%)	(4%)
PHC Registrar	\$212,340.55	\$218,710.76	\$227,459.19
PHC Consultant (up to 8 years)	\$318,682.00	\$328,242.46	\$341,372.16
PHC Senior Consultant (greater than or equal to 8 years)	\$331,814.50	\$341,768.94	\$355,439.69