



## VMO FACT SHEET

### Resigning Your Employment with Queensland Health

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#### Background

- 1) In 1 December 2012, the State Government entered into a agreement with Visiting Medical Officers ("VMOs") and the Australian Medical Association Queensland ("AMAQ"). This agreement operated from 1 January 2011 until 31 December 2013. The agreement obligated the Government to negotiate a further agreement with VMOs from July 2013.
  - 2) The Government has broken this agreement and is now trying to force VMOs to sign unfair individual statutory contracts which significantly reduce VMOs' conditions of employment and remove employment security.
  - 3) The VMO Contracts represent a significant threat to the provisions of high quality health care to Queenslanders and to the training of the next generation of medical specialists.
  - 4) On 1 December 2013, the Government issued the *Industrial Relations and Other Legislation Amendment and Repeal Regulation (No. 1) 2013* which designated both Senior Medical Officers ("SMOs") and VMOs as *high-income positions* and stripped SMOs and VMOs of the protections of the *Industrial Relation Act 1999* ("IR Act") including:
    - a) collectively bargaining;
    - b) industrial action;
    - c) dispute resolution processes;
    - d) unfair dismissal; and
    - e) unfair contracts protections.
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- 5) Legislative amendments to the IR Act made in November 2013 contained punitive and coercive provisions which target VMOs and SMOs with the aim of forcing you to sign this unfair contract. For example, s.197 of the IR Act has the potential to allow a HHS to engage in what was previously prohibited conduct for the purposes of offering a contract.
  - 6) Many VMOs are of the view that this leaves them with no choice other than to resign their employment in the hope that this action will cause the Government to negotiate fair employment conditions for VMOs and save the public health system from the imminent disaster these contracts represent.
  - 7) This document has been developed in response to the overwhelming demands of VMOs who wish to resign their employment with Queensland Health because of the contract debacle.

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- 8) This document is designed to answer the questions raised by VMOs in relation to resigning their employment. If you require any further information, contact ASMOF/Together.
  - 9) The information in this contract is in respect of employee VMOs only. It does not relate to independent contractor VMOs. If you are an independent contractor VMO and wish to participate in this campaign, please contact ASMOF or Together for further advice.

#### **What Notice must I give Queensland Health?**

- 10) The *Terms and Conditions of Employment, Queensland Government Visiting Medical Officers 2011* ("2011 VMO Agreement") purports to cover your employment. This fact sheet proceeds on the basis that its terms apply to you and are enforceable.
- 11) Under clause 2.6.1(i) of the VMO Agreement, in order to resign your employment with Queensland Health, you must give Queensland Health three months' notice.
- 12) Queensland Health may:
  - (a) require you to work the three month notice period; or
  - (b) accept your resignation and pay you three months salary in lieu.

#### **What will I be paid on termination?**

- 13) In the event you work your three months' notice period, you will be entitled to your usual pay during this period including any allowances or ancillary payments you become entitled to while working the notice period in accordance with the VMO Agreement.

#### **What if QH does not require me to work my Notice?**

- 14) Queensland Health may advise you that it does not require you to work your three month notice period. If this occurs then your employment will cease on the day specified by Queensland Health.
- 15) If QH advises you that they do not require you to work your notice period you would be entitled to be paid:
  - a) three months' salary; and
  - b) accrued annual leave, including leave loading;
  - c) if eligible, long service leave.
- 16) Accrued sick leave is not paid out on termination.
- 17) PDA is paid by 1 September each year and is not paid pro rata in the event the employment is terminated.
- 18) If you have any questions regarding your entitlements, please contact ASMOF or Together.

## **Ramifications of Resignation**

- 19) If you determine to resign, you should be aware that this is potentially a final decision. Although it is hoped that the Government will see reason and negotiate fair employment conditions for VMOs, there is no guarantee that they will do this. It may be the case that the Government accepts your resignation. In this event, your employment with Queensland Health will come to an end at the conclusion of the notice period.
- 20) In any negotiations, the withdrawal of your resignation will be a condition of any agreement. VMO and SMO representatives will not countenance any resolution of this dispute which does not result in all VMOs who have tendered their resignation being offered by Queensland Health their former positions with no effect on the VMOs continuity of service or employment security.
- 21) There is a risk that even in the event that the Government returns to the negotiation table and agrees to change legislation and negotiate a better contract, that Queensland Health may not allow you to retract your resignation. As stated above, in any negotiations the withdrawal of your resignation will be a condition of any agreement
- 22) Therefore, VMOs need to understand that a decision to tender your resignation carries with it significant ramifications.

## **Timing of Resignations**

- 23) Many VMOs have stated that mass resignation is the only option left to bring the Government back to the negotiation table and to get fair and just conditions of employment and avoid the oncoming train wreck to the public health system that the contracts represent.
- 24) This campaign cannot be successful unless you stand with your colleagues, and collectively, resign your employment. If only a small minority of VMOs resign, this campaign will fail.
- 25) The first important date is **31 March 2014**. This is the date the many SMOs will tender their resignation if our demands have not been met. This is because, for SMOs, the last date they can resign and receive PPA for the duration of the notice period is 31 March 2014. You may chose to join with your SMO colleagues and resign on this date as well.
- 26) By far, the most important date from Queensland Health's perspective in respect of the contracts is **30 April 2014**. If the majority of VMOs have been unable to reach agreement with Queensland Health by this date, and have not signed a contract, the contract roll-out will be a failure.
- 27) This is Queensland Health's deadline. It is the date that Queensland Health has chosen, for operational and payroll reasons, to require doctors to have signed contracts. Queensland Health has stated that if a VMO has not signed a contract by this date, the contract will be withdrawn.
- 28) **ASMOF and Together recommend that you tender your resignations on either 31 March 2014 or 30 April 2014.**
- 29) You may wish to tender your resignation at a later date (or earlier as some VMOs already have). However, it is important that you tender your resignation as part of this campaign and advise ASMOF/Together of the resignation.

### **How do I participate in this Campaign?**

- 30) ASMOF and Together have developed a draft resignation letter for you to complete. The resignation letter is on the [www.keepourdoctors.org.au](http://www.keepourdoctors.org.au) website.
- 31) ASMOF has also drafted an authority for you to sign which allows ASMOF to hold your resignations confidentially until your chosen resignation date. The authority is on the [www.keepourdoctors.org.au](http://www.keepourdoctors.org.au).
- 32) At this time, it is ASMOF's view that VMOs who wish to resign their employment should do so in a process which proceeds in three phases.
- 33) Firstly, those VMOs who have already made the decision to resign should advise ASMOF immediately so that the resignation can be used to highlight the damage already being caused to VMOs and the public system.
- 34) Secondly, VMOs who wish to resign should authorise ASMOF to hold their resignation letters and to act as their agent in respect of the issuing of the resignation letter. This will allow ASMOF to identify the numbers of VMOs who wish to participate in this strategy, their speciality and the facility they work in and from this, run a campaign identifying the significant impact that the resignations will have.
- 35) These resignations will be held confidentiality and would only be issued to your HHS following your approval. That is, providing your resignation letter to ASMOF does not mean that the resignation letter will be submitted. This will still require your approval. However, we need to have a firm idea of the number of VMOs who are willing to participate in this campaign. The mass resignation campaign will not be successful if only a small number of VMOs are agreeable to it. The campaign needs as many VMOs as possible to take the brave step in support of their colleagues, the profession and the public health system, of agreeing to participate in this campaign strategy.
- 36) Thirdly, if the Government does not return to the negotiation table and offer a fair contract, you will be contacted to confirm you wish to resign and, if so, your resignations will be provided to the CEO of your HHS.

### **What if I already plan to resign?**

- 37) If you have already made the decision to resign, get in contact with ASMOF or Together. You can still be part of this campaign and help your colleagues.
- 38) If you are agreeable, we will publicise your resignation as an example of the damage being inflicted on the public health system by this Government

### **What can I do during my notice period?**

- 39) ASMOF and Together have developed a comprehensive campaign plan, which has activities occurring every week from now until 1 July 2014 aimed at continuing to ramp up the pressure on the Government to be reasonable, return to the negotiating table and agree to fair conditions of employment.
- 40) The campaign is designed to place pressure upon the Government to return to the negotiation table and make changes to the legislation and contract before 1 July 2014.
- 41) You should participate in all campaign activities organised by [keepourdoctors.com.au](http://keepourdoctors.com.au). Keep looking at the website and encourage you colleagues, junior doctors and all allied health staff to get involved.

***Can I be terminated for refusing a contract?***

42) It would be unlawful for Queensland Health to terminate your employment for refusing to sign a contract.

**Further information**

43) If you have any questions or concerns in respect of this strategy or wish to discuss the strategy further, please contact ASMOF or Together.