

# Medical Conditions Affecting Performance Procedure

## Section 1 - Purpose and Objectives

(1) This Procedure outlines the processes related to the management of medical conditions affecting the performance of University staff. This Procedure will be applied in accordance with the University of Queensland's Enterprise Agreement and [Medical Conditions Affecting Performance Policy](#).

## Section 2 - Definitions, Terms, Acronyms

Term	Definition
Case Manager	representative from the Human Resources Division responsible for managing performance concerns associated with a staff member's medical condition in consultation with the Associate Director, Workplace Relations (or their delegate).
Enterprise Agreement	The <a href="#">University of Queensland Enterprise Agreement 2021-2026</a> , or as amended or replaced.
Reasonable Adjustment	an adjustment is a reasonable adjustment unless making it would impose an unjustifiable hardship or involve changing the inherent requirements of a job.
Redeployment	placement of a staff member from their substantive position to a suitable alternative position.
Redeployee	staff member being redeployed or seeking redeployment.
Representative	Another member of staff, a union representative and/or, at the choice of the staff member(s) involved, a nominee of a party to the Enterprise Agreement provided that the representative is not a currently practicing solicitor or barrister.
Senior Executive	<ul style="list-style-type: none"> <li>• professional staff – the Chief Operating Officer;</li> <li>• academic staff – the Pro-Vice-Chancellor;</li> <li>• TESOL Language Teacher staff – the Deputy Vice-Chancellor (Global Engagement); or</li> <li>• another senior officer nominated by the University.</li> </ul>

## Section 3 - Procedure Scope/Coverage

(2) This Procedure applies to all staff covered by the [Enterprise Agreement](#).

## Section 4 - Procedure Statement

(3) This Procedure enables the University to support safe work practices and contribute to the provision of workplace rehabilitation for staff whose ability to carry out their duties is affected by injury or illness regardless of whether the injury or illness is work related.

## Section 5 - Medical Advice

(4) The Case Manager may seek appropriate medical information and advice in order to assess the staff member's ability or otherwise to perform the full range of duties associated with their position.

(5) In circumstances where the staff member is confirmed to be medically fit to undertake the full range of duties associated with their position with any reasonable adjustments (as appropriate), any remaining performance concerns will be addressed in accordance with the [Diminished Performance and Unsatisfactory Performance Policy](#).

## **Treating Medical Practitioner**

(6) The Case Manager may request consent to liaise with the staff member's treating medical practitioner.

(7) The staff member will be asked to confirm their consent to liaise with their treating medical practitioner by completing a consent form.

(8) Where consent to liaise has been provided, the Case Manager will write to the staff member's treating medical practitioner requesting relevant medical information and advice to assess the staff member's ability or otherwise to perform the full range of duties associated with their position. The staff member may request a copy of the letter sent to the treating medical practitioner.

(9) If consent is not provided, the Case Manager may refer the matter to the relevant Senior Executive who can request that the staff member undergo an independent medical examination.

## **Independent Medical Examination**

(10) The relevant Senior Executive will provide a staff member with written notice of not less than one month that a medical examination is required. A copy of this Procedure and the policy and the Enterprise Agreement will be provided to the staff member at the time the notice is issued.

(11) The independent medical examination will be undertaken and a report produced by a suitably qualified medical practitioner(s) chosen by the University and at the expense of the University. This may involve more than one consultation with more than one qualified medical practitioner where the staff member's condition(s) requires it, and does not require a separate request for each examination.

(12) In making an assessment as to whether or not a staff member is unable to perform their duties and are unlikely to be able to resume those duties within a reasonable period, the medical practitioner(s) will, as far as possible, apply the same standards as are used by the staff member's superannuation scheme, if any, in determining qualification for the payment of a disablement pension or other similar benefit.

(13) The relevant Senior Executive may construe a failure by a staff member to undergo a medical examination in accordance with this Procedure as prima facie evidence that such medical examination would have found that the staff member is unable to perform their duties and are unlikely to be able to resume them within 12 months and may act accordingly, provided that such a refusal by a staff member in these circumstances will not constitute misconduct nor lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.

## **Independent Medical Report**

(14) A meeting between the staff member and the Case Manager will normally be convened upon receipt of the independent medical report. The report provided by the independent medical practitioner(s) is the property of the University. Subject to the independent medical practitioner's consent and the University's release conditions, the staff member will be provided with a copy of any independent medical report.

(15) Where the independent medical practitioner does not provide consent for the report to be accessed by the staff member, a copy of the report may be provided to the staff member's treating medical practitioner.

(16) If the independent medical examination report reveals that the staff member is unable to perform their duties and is unlikely to be able to resume them within a reasonable period, being not less than 12 months, the relevant Senior Executive can:

- a. redeploy the staff member to a commensurate position at the same classification level within the University; or
- b. redeploy the staff member to a position at a lower classification level with salary maintenance for a period of three months; or
- c. if the University is unable to redeploy the staff member, terminate the employment of the staff member in accordance with the notice required in the staff member's contract of employment or, where no notice is specified, in accordance with the Enterprise Agreement.

(17) If the independent medical examination report reveals that the staff member is able to perform their duties and is fit to return to work, then the supervisor will be provided with assistance from Employee Relations in managing the staff member's return to work.

## **Section 6 - Redeployment**

(18) The University will make reasonable attempts to find a suitable alternative position for the staff member on either a temporary or continuing basis.

(19) Redeployment within the University will be given priority over redeployment outside. In the event that the latter is being considered, the University will make available reasonable opportunities for the staff member to seek suitable outside employment. Support in the form of vocational assessments and preliminary guidance from the University's Workplace Injury Management Team may also be available for staff on workers' compensation.

(20) If a person is redeployed to a position for which the prescribed rate of pay is greater than their current position, the higher rate of pay will apply from the date of redeployment.

(21) If a person is redeployed to a position for which the prescribed rate of pay is less than their current position, the former higher rate of pay will continue for a period of three months from the date of redeployment.

(22) Work-related allowances will be taken into account when determining the prescribed rate of pay.

### **Relevant Information**

(23) Where appropriate, the Ergonomics and Rehabilitation Advisor will provide to the Case Manager a statement on the staff member's functional capacities and limitations that are associated with the medical condition.

(24) The Case Manager will meet with the staff member to ascertain:

- a. career interests and job preferences;
- b. qualifications, skills knowledge and experience; and
- c. personal qualities.

(25) The staff member's Head of Organisational Unit and supervisors (where appropriate) will provide an up-to-date assessment of the staff member's work performance to the Case Manager.

(26) The staff member will be required to provide an up-to-date curriculum vitae to the Case Manager (assistance will be provided in compiling one if necessary).

### **Redeployment Search**

(27) The staff member will not be required to compete in open competition against external or internal applicants (other than other staff seeking redeployment in accordance with University policy and the Enterprise Agreement) – however they will be required to meet the requirements of the position including selection criteria, or be capable of meeting them within a three month period.

(28) The redeployment search period will be for a period of 25 working days with consideration of the Christmas/New Year period where applicable.

(29) The Case Manager will ensure requests for job advertisements are monitored to identify whether appropriate redeployment opportunities are or may become available. If a vacant position is available which conforms to medical specifications, and for which the injured staff member has appropriate qualifications, skills, experience and references, the Case Manager will approach and discuss with the relevant Head of Organisational Unit concerned an appointment to the position on either a temporary or continuing basis as appropriate.

## **Consideration**

(30) If a potentially suitable position is identified, the Case Manager will approach the Head of Organisational Unit concerned and request that the staff member be considered for the position in isolation from other applicants (if that position has already been advertised). If an interview of the staff member is required, the Case Manager will be on the selection panel.

(31) If the staff member seeking redeployment is unsuccessful when considered for a position, feedback will be provided. Assistance may also be provided to the staff member in the form of interview skills coaching.

(32) If the Head of Organisational Unit receiving the redeployee is agreeable to accepting a redeployee, an assessment of the position will be conducted in conjunction with the injured/ill staff member and the Head of Organisational Unit and/or supervisor of the position. Any potential barriers to successful redeployment will be identified, and steps taken to address these where practicable.

## **Trial Period**

(33) If an assessment indicates that redeployment is feasible and acceptable to all parties, the injured/ill staff member will undertake the position on a trial basis.

(34) In the case of redeployment on a temporary basis, the length of the trial will be determined by the parties involved in establishing the redeployment program.

(35) In the case of redeployment on a continuing basis, the length of the trial will be for three months.

## **Redeployment - Temporary**

(36) Temporary redeployment will be for a period of six months or less. Temporary redeployment can be extended beyond this time if all parties involved (including the injured/ill staff member) are in agreement. Staff who are temporarily redeployed retain their substantive position.

(37) Injured/ill staff seeking temporary redeployment can be temporarily redeployed to:

- a. an advertised vacant position; or
- b. a position that has been established expressly for the purposes of redeployment. The Associate Director, Workplace Relations can circulate requests to Heads of Organisational Units seeking expressions of interest from those who may be able to utilise a staff member on a temporary basis.

## **Redeployment - Continuing**

(38) Redeployment on a continuing basis can occur if one of the following conditions applies:

- a. Medical advice confirms that the injured staff member should not or will be unable to return to their substantive duties as a permanent restriction; or

- b. Medical advice indicates that the injured/ill staff member is fit to return to their substantive duties, but notwithstanding, attempted return-to-work programs have been unsuccessful.

(39) Not less than two weeks prior to the end of the trial period, the redeployee's performance will be assessed by the supervisor and/or the Head of Organisational Unit and a formal report outlining the details of the redeployee's performance against the duties of the position will be submitted to the Executive Dean/Chief Operating Officer. If the performance has been satisfactory, the redeployee will be offered the position on a continuing basis. If the performance has been unsatisfactory, steps will be taken to terminate employment on the grounds of ill health as applicable.

## **Section 7 - Retraining**

(40) If a suitable alternative position is available and it is practicable for the staff member to be retrained for that position within a reasonable period, then the necessary training will be carried out by the University during normal work hours and at the University's expense. If internal University training needs to be supplemented by externally-provided training, all reasonable costs of such additional external training can be met by the University.

(41) For staff in receipt of workers' compensation, the University Workplace Injury Management Team can consider, on a case specific basis, financial assistance for short-term retraining for up to four months (e.g. short certificate courses, TAFE courses, licenses etc).

(42) Further details regarding the above are available from the Ergonomics and Rehabilitation Advisor.

## **Section 8 - Superannuation Fund**

(43) A staff member who receives a temporary disability benefit from their superannuation fund will not accrue leave entitlements during this period.

## **Section 9 - Termination of Employment**

(44) Termination of employment must be in accordance with the notice requirements contained in the staff member's contract of employment or where no notice is specified, in accordance with the Enterprise Agreement.

### **Resignation**

(45) Prior to taking action to terminate the employment of a staff member, the relevant Senior Executive can offer the staff member the opportunity to submit a resignation and, if such resignation is offered, accept it and not proceed with action to terminate employment.

### **Review**

(46) If, within 30 working days of the independent medical report being made available, the staff member or their Representative so requests, the relevant Senior Executive will not redeploy the staff member or terminate the employment of the staff member unless and until the findings of the independent medical report are confirmed by a panel consisting of the following:

- a. a medical practitioner appointed by the University;
- b. a medical practitioner appointed by the staff member or by their Representative; and
- c. a medical practitioner appointed by the President of the State Branch of the Australian Medical Association.

(47) The panel will not include the practitioner who made the initial medical report.

(48) The right to request a review is subject to contrary medical evidence that the staff member is able to perform their duties, or likely to resume them, within a period of 12 months.

(49) In making an assessment as to whether or not a staff member is unable to perform their duties and is unlikely to be able to resume those duties within a reasonable period, the review panel of medical practitioners will as far as possible apply the same standards as are used by the staff member's superannuation scheme, if any, in determining qualification for the payment of a disablement pension or other similar benefit.

(50) These provisions will not displace or over-ride any workers' compensation schemes or relevant legislation either State or Federal.

## Status and Details

<b>Status</b>	Current
<b>Effective Date</b>	12th August 2011
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<b>Approval Date</b>	12th August 2011
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<b>Policy Owner</b>	Phil Vaughan Chief Human Resources Officer
<b>Enquiries Contact</b>	Human Resources Division