

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

*Industrial Relations Act 2016 – s 193 – certification of an agreement*

State of Queensland (Queensland Health)  
The Office of the Health Ombudsman  
Health and Wellbeing Queensland  
The Queensland Mental Health Commission

AND

Queensland Nurses and Midwives' Union of Employees  
The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees  
The Australian Workers' Union of Employees, Queensland  
Together Queensland, Industrial Union of Employees  
Transport Workers' Union of Australia, Union of Employees (Queensland Branch)  
United Voice, Industrial Union of Employees, Queensland

*(Matter No. CB/2020/51)*

**QUEENSLAND PUBLIC HEALTH SECTOR CERTIFIED AGREEMENT (No. 10) 2019**

**Certificate of Approval**

On 13 August 2020, the Commission certified the attached written agreement in accordance with s 193 of the *Industrial Relations Act 2016*:

**Name of Agreement:** QUEENSLAND PUBLIC HEALTH SECTOR CERTIFIED AGREEMENT (No. 10) 2019

**Parties to the Agreement:** State of Queensland (Queensland Health);  
The Office of the Health Ombudsman;  
Health and Wellbeing Queensland;  
The Queensland Mental Health Commission;  
Queensland Nurses and Midwives' Union of Employees;  
The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees;  
The Australian Workers' Union of Employees, Queensland;  
Together Queensland, Industrial Union of Employees;  
Transport Workers' Union of Australia, Union of Employees (Queensland Branch); and  
United Voice, Industrial Union of Employees, Queensland.

**Operative Date:** 13 August 2020

**Nominal Expiry Date:** 31 August 2022

**Previous Agreement:** *Queensland Public Health Sector Certified Agreement (No. 9) 2016*

**Termination Date of Previous Agreement:** 13 August 2020

By the Commission

M. L. KNIGHT  
Industrial Commissioner  
13 August 2020

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016

The Director-General, Queensland Health department ; The Office of the Health Ombudsman; Health and Wellbeing Queensland; The Queensland Mental Health Commission

AND

Queensland Nurses and Midwives' Union of Employees; The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees; The Australian Workers' Union of Employees, Queensland; Together Queensland, Industrial Union of Employees; Transport Workers' Union of Australia, Union of Employees (Queensland Branch); and United Voice, Industrial Union of Employees, Queensland.

(No. CB/2020/51)

**QUEENSLAND PUBLIC HEALTH SECTOR CERTIFIED AGREEMENT (No. 10) 2019**

**PART 1 - PRELIMINARY MATTERS**

**1.1 Title**

This agreement will be known as the *Queensland Public Health Sector Certified Agreement (No. 10) 2019* (EB10).

**1.2 Arrangement of Agreement**

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### 1.3 Parties Bound

The parties to this agreement are:

- The Director-General, Queensland Health department;
- The Office of the Health Ombudsman;
- Health and Wellbeing Queensland;
- The Queensland Mental Health Commission;
- Queensland Nurses and Midwives' Union of Employees;
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees;
- The Australian Workers' Union of Employees, Queensland;
- Together Queensland, Industrial Union of Employees;
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch); and
- United Voice, Industrial Union of Employees, Queensland.

### 1.4 Application

1.4.1 This agreement applies to:

- (a) the employer parties to this Agreement listed in clause 1.3 and their employees for whom classifications and rates of pay are prescribed herein; and
- (b) the Queensland Ambulance Service established in accordance with the *Ambulance Service Act 1991* (Qld) and the employees who are employed by the Director-General of the Queensland Health department under the *Public Service Act 2008* (Qld), engaged within the Queensland Ambulance Service, covered by this agreement and for whom classification and rates of pay are prescribed herein.

1.4.2 This agreement will not apply to 'service officers' employed under the *Ambulance Service Act 1991* (Qld).

1.4.3 For this Agreement, the employer means:

- (a) The State of Queensland, (Queensland Health)
- (b) the Chief Executive Officer, Health and Wellbeing Queensland
- (c) the Commissioner, Queensland Mental Health Commission
- (d) the Health Ombudsman, Office of the Health Ombudsman

### 1.5 Date and Period of Operation

This agreement will operate from date of certification and will have a nominal expiry date of 31 August 2022.

### 1.6 Renewal or Replacement of Agreement

1.6.1 The parties to this agreement will commence discussions six (6) months prior to the expiration of this agreement.

1.6.2 The *Queensland Public Health Sector Certified Agreement (No. 9) 2016* (EB9) is to be terminated upon certification of the *Queensland Public Health Sector Certified Agreement (No. 10) 2019* (EB10).

### 1.7 Relationships with Awards and Other Conditions

The agreement will be read in conjunction with the *Hospital and Health Service General Employees (Queensland Health) Award – State 2015* and the *Queensland Public Service Officers and Other Employees Award – State 2015* or any consent award successor or replacement. Where there is any inconsistency between this certified agreement and the relevant award, the terms of this agreement will apply to the extent of any inconsistency.

### 1.8 Purpose of the Agreement

The Employer is committed to improving the working conditions of all staff in relation to attraction and retention, managing workload issues and enhancing functions and roles through meaningful consultation with employees and their representatives.

## 1.9 Objectives of the Agreement

The parties to this agreement are committed to:

- (a) maintaining and improving the public health system to serve the needs of the Queensland community;
- (b) maintenance of a stable industrial relations environment;
- (c) improvement and maintenance of quality health services;
- (d) a joint approach to a future reform program to identify and implement more flexible and efficient industrial arrangements;
- (e) collectively striving to achieve quality outcomes for patients;
- (f) maximising permanent employment;
- (g) employment security;
- (h) achieving a skilled, motivated and adaptable workforce; and
- (i) ensuring that workload management is addressed to ensure there are no adverse effects on employees resulting from excessive workloads and that as changes or new processes are adopted consideration will be given to achieving a balanced workload for employees.

## 1.10 Posting of the Agreement

A copy of this agreement will be exhibited so as to be easily read by all employees;

- (a) on the Queensland Health, Queensland Mental Health Commission, Health and Wellbeing Queensland, Queensland Ambulance Service and Office of the Health Ombudsman intranet and internet site/s; and
- (b) in a conspicuous and convenient place at each facility.

## 1.11 ILO Conventions

1.11.1 The employer agrees to accept obligations made under international labour standards; and the *Industrial Relations Act 2016* (Qld) to give effect to international labour standards for all public sector workers including freedom of association, workers representatives, collective bargaining and equality of opportunity.

1.11.2 In particular the employer will support employment policies, which take account of:

- Convention 100 – Equal Remuneration (1951);
- Convention 111 – Discrimination (Employment and Occupation) (1958);
- Convention 122 – Employment Policy (1964);
- Convention 142 – Human Resource Development (1975); and
- Convention 156 – Workers with Family Responsibilities (1981).

1.11.3 The parties will monitor the extent to which policies and practices match relevant obligations under these conventions. Any real or perceived deficiencies will be the subject of discussions between the parties to develop agreed strategies to address any problems.

## 1.12 Prevention and Settlement of Disputes Relating to the Interpretation, Application or Operation of this Agreement

1.12.1 The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this agreement by measures based on the provision of information and explanation, consultation, co-operation and negotiation.

1.12.2 The emphasis will be on negotiating a settlement at the earliest possible stage in the process. Two or more current disputes made by the same employee about related matters, or a dispute from more than one employee about related matters, may be dealt with as one dispute.

1.12.3 Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.

1.12.4 There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.

- 1.12.5 In the event of any disagreement between the parties as to the interpretation, application or implementation of this agreement, the following procedures shall apply:
- (a) the matter is to be discussed by the employee's union representative and/or the employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
  - (b) if the matter is not resolved as per clause 1.12.5(a), it shall be referred by the union representative and/or the employee/s to the appropriate management representative who shall arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 days;
  - (c) if the matter remains unresolved it may be referred to the employer for discussion and appropriate action. This process should not exceed 14 days with EB10 Implementation Group (EB10IG) to be advised of any outcome.
  - (d) if the matter is not resolved, then employee and/or employee representative may refer the matter to the EB10IG or alternatively, directly to the Queensland Industrial Relations Commission (QIRC).
  - (e) Where the EB10IG forms a unanimous view on the resolution of the dispute, this is the position that must be accepted and implemented by the parties and will be given effect by the Chief Executive Officer.
  - (f) if the matter was referred to the EB10IG and was not resolved, then it may be referred by the employee and/or employee representative to the QIRC.
  - (g) Nothing contained in this procedure shall prevent a union or the employer from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.

### **1.13 Co-operative Resolution of Disputes**

- 1.13.1 The parties agree to a co-operative and consistent approach to resolving industrial issues and disputes with a view to reducing disputation. Where appropriate and practical, the parties will attempt to resolve any disputes informally prior to referring the dispute to the QIRC.
- 1.13.2 During the life of the agreement, the parties will discuss the establishment of a centralised unit which will:
- (a) review matters which are proposed to be referred to the QIRC;
  - (b) review disputes to assess whether industrial obligations are being observed; and
  - (c) make recommendations to the Director-General.

### **1.14 Cultural Respect**

- 1.14.1 The parties commit to respecting cultural diversity and the rights, views, values and expectations of Aboriginal and/or Torres Strait Islander Queenslanders in the delivery of culturally appropriate health services.
- 1.14.2 Cultural leave: Due to cultural obligations, an employee of Aboriginal and/or Torres Strait Islander origin may take up to five (5) days unpaid cultural leave in each year. The entitlement will be administered in accordance with section 51 of the *Industrial Relations Act 2016* (Qld).
- 1.14.3 The employer will amend Human Resource Policy C11 to include 'Bereavement Leave will also be approved in circumstances where the deceased is a person that occupied the same prominence in the employee's life as a family member. The employer will recognise employees' cultural or other significant personal circumstances such as recognising kinship for Aboriginal and Torres Strait Islander employees.'

## **PART 2 – WAGE AND SALARY RELATED MATTERS**

### **2.1 Wage Increases**

- 2.1.1 The wage rates for employees subject to this agreement are prescribed in schedule 1, which incorporates the following increases:
- 2.5% from 1 September 2019;
  - 2.5% from 1 September 2021;
  - 2.5% from 1 March 2022.

- 2.1.2 The parties acknowledge that the wage increase applying from 1 September 2019 in clause 2.1.1 above has been paid in advance of certification in accordance with the *Industrial Relations Act 2016* (Chapter 15A).
- 2.1.3 Wage increases provided in this agreement are not dependent upon performance against benchmarks or other performance measures.
- 2.1.4 However, the parties are committed to ensuring the delivery of high quality services to the Queensland community.
- 2.1.5 It is the intention of the parties that the first pay increase of any subsequent agreement will apply from 1 September 2022.

## 2.2 Minimum Wage Adjustment

- 2.2.1 It is a term of this agreement that any State Wage Case increase will be compared with the increases prescribed under clause 2.1.1 of this agreement.
- 2.2.2 Provided that any annual State Wage Case increase which would provide a higher overall annual wage increase than those prescribed in clause 2.1.1 will be applied from the operative date of the State Wage Case.

## 2.3 Allowances

The following allowances will be increased by 2.5% per annum from 1 September 2019, 1 September 2021 and 1 March 2022:

<b>Fortnightly Allowances</b>	<b>Clause/Policy</b>	From 01/09/2018	From 01/09/2019	From 01/09/2021	From 01/03/2022
Mental Health Allowance	HR Policy C29	\$13.84	\$14.19	\$14.54	\$14.90
Uniforms Allowance 1 <sup>st</sup> Year	HHSGE Award clause 30	\$10.94	\$11.21	\$11.49	\$11.78
Uniforms Allowance Subsequent Years	HHSGE Award clause 30	\$5.43	\$5.57	\$5.71	\$5.85
Uniforms Allowance Hospital Alcohol and Drug Service (HADS) 1 <sup>st</sup> Year	HHSGE Award clause 30	\$9.99	\$10.24	\$10.50	\$10.76
Uniforms Allowance HADS Subsequent Years	HHSGE Award clause 30	\$5.00	\$5.13	\$5.26	\$5.39
<b>Weekly Allowances</b>	<b>Clause/Policy</b>	From 01/09/2018	From 01/09/2019	From 01/09/2021	From 01/03/2022
Coronial Autopsy Allowance (Weekly)	HR Policy C15	\$209.73	\$214.97	\$220.34	\$225.85
Environmental Allowance (Weekly)	HR Policy C30	\$26.05	\$26.70	\$27.37	\$28.05
X-Ray Allowance (Weekly)	HR Policy C15	\$11.58	\$11.87	\$12.17	\$12.47
<b>Daily Allowances</b>	<b>Clause/Policy</b>	From 01/09/2018	From 01/09/2019	From 01/09/2021	From 01/03/2022
Coronial Autopsy Allowance (Per Autopsy)	HR Policy C15	\$33.56 per autopsy	\$34.40 per autopsy	\$35.26 per autopsy	\$36.14 per autopsy
Foul Linen Allowance (Daily)	HHSGE Award clause 13.3	\$1.70	\$2.00	\$2.05	\$2.10

## 2.4 Truck and Bus Driving Allowances

- 2.4.1 OO2 truck drivers who hold a heavy combination (HC), or multi-combination (MC) licence and who drive a semi-trailer of nine tonnes gross vehicle mass or greater will receive the "Semi-Trailer Allowance".



- 2.4.2 OO2 truck drivers who hold a heavy rigid (HR), heavy combination (HC), or multi-combination (MC) licence and who drive a truck of six tonnes gross vehicle mass or greater will receive the “Heavy Rigid Licence Allowance”.
- 2.4.3 OO2 truck drivers who are not eligible to receive the “Semi-Trailer Allowance” or “Heavy Rigid Licence Allowance” will receive the “OO2 Truck Driver Industry Allowance”
- 2.4.4 OO2 bus drivers driving a bus which requires either a light rigid (LR) or medium rigid (MR) Licence will also receive the “OO2 Truck Driver Industry Allowance”.
- 2.4.5 The allowances provided in in clauses 2.4.1-2.4.4 are payable on hours worked including overtime and shall also apply to OO3 and OO4 Transport Supervisors where the driving time is four hours or more per day.

Category	Per fortnight from 01/09/2018	Per hour from 01/09/2019	Per hour from 01/09/2021	Per hour from 01/03/2022
Semi-Trailer Allowance	\$0	\$1.32	\$1.35	\$ 1.38
Heavy Rigid Licence Allowance	\$73.96	\$1.00	\$1.02	\$1.05
OO2 Truck Driver Industry Allowance	\$51.30	\$0.69	\$0.71	\$0.73

## 2.5 Targeted Training Allowances

- 2.5.1 The parties are committed to recognising the skill and knowledge of operational and administrative stream employees through the payment of a targeted training allowance. To meet this commitment, the employer will continue to apply HR Policies G13 and G14. Clauses 8.1 and 8.2 provide training and development opportunities for administration and operational stream employees to obtain a relevant qualification.
- 2.5.2 A targeted training allowance is available for administrative and operational stream employees who meet the following requirements.
- possess a higher competency based qualification which is relevant to the administrative or operational stream including any Australian university degree level qualification, as provided in the table at clause 2.5.4 for administrative steam employees and table at clause 2.5.5 for operational stream employees;
  - have reached the maximum paypoint of the specified classification level in the administrative or operational stream; and
  - spent one calendar year (or equivalent) on the maximum paypoint.
- 2.5.3 The allowances will be increased by 2.5% per annum from 1 September 2019, 1 September 2021 and 1 March 2022.
- 2.5.4 The following targeted training allowance shall be paid to administrative employees who meet the targeted training requirements outlined in HR Policy G14.

Classification level	Qualification	Per fortnight from 01/09/2018	Per fortnight from 01/09/2019	Per fortnight from 01/09/2021	Per fortnight from 01/03/2022
AO2	Certificate III (AQF III) or higher	\$64.83	\$66.45	\$68.11	\$69.81
AO3	Certificate IV (AQF IV) or higher	\$66.78	\$68.45	\$70.16	\$71.91
AO4	Diploma (AQF V) or higher	\$69.68	\$71.42	\$73.21	\$75.04

2.5.5 The following targeted training allowance shall be paid to operational stream employees who meet the targeted training requirements outlined in HR Policy G13.

Classification level	Qualification	Per fortnight from 01/09/2018	Per fortnight from 01/09/2019	Per fortnight from 01/09/2021	Per fortnight from 01/03/2022
OO2(5)	AQF Certificate III or higher	\$33.57	\$34.41	\$35.27	\$36.15
OO3(4)	AQF Certificate III	\$40.66	\$41.68	\$42.72	\$43.79
OO3(4)	AQF Certificate IV or higher	\$64.79	\$68.45	\$70.16	\$71.91
OO4(4)	AQF Certificate IV	\$32.19	\$32.99	\$33.81	\$34.66
OO4(4)	AQF Diploma or higher	\$66.85	\$71.42	\$73.21	\$75.04

## 2.6 Workplace Assessors

Employees that are not eligible to receive the operational stream targeted training allowance, but possess the Certificate IV in Workplace Assessment, will receive an all purpose allowance of \$2.15 per hour while undertaking approved assessment/s. This allowance will not be payable once the employee becomes eligible to receive the targeted training allowance.

## 2.7 Clinical Coders Allowance

Any AO3 Clinical Coder who completes the HIMAA Intermediate level ICD-10-AM training or agreed equivalent will be entitled to receive an allowance of \$100 per week. The allowance will be payable to staff members who have been on AO3(4) for 12 months or more but have not completed the course. Those who are not yet at AO3(4) will be funded by the Department of Health or a Health and Hospital Service to do the Intermediate level ICD-10-AM training course on request.

## 2.8 Locality Allowance

- 2.8.1 The Locality Allowance Directive 16/18 applies to all employees working on Mornington Island, Palm Island and the Torres Strait Islands classified AO5 and below in the Administrative Stream; and OO5 and below in the Operational Stream.
- 2.8.2 Those Administrative and Operational Stream employees working on Boigu Island are to receive the applicable Directive 16/18 rate payable for Badu Island.
- 2.8.3 Those Administrative and Operational Stream employees working on Horn Island are to receive the applicable Directive 16/18 rate payable for Thursday Island.
- 2.8.4 Queensland Ambulance Service employees will continue to receive locality allowances at the rates provided for in clause 2.8(2) of the *State Government Entities Certified Agreement 2015* (or replacement).

## 2.9 Salary Sacrificing

- 2.9.1 An employee may elect to sacrifice 50% of salary payable under this Agreement, and also where applicable the payments payable via the employer to the employee under the *Paid Parental Leave Act 2010* (Cth).
- 2.9.2 Despite Clause 2.9.1, employees may sacrifice up to 100% of their salary for superannuation.
- 2.9.3 The individual salary sacrificing arrangements of any employee will remain confidential at all times. Proper audit procedures will be put in place which may include private and/or Auditor-General reviews. Authorised union officials will be entitled to inspect any record of the employer to ensure compliance with the salary sacrificing arrangements, subject to the relevant industrial legislation.
- 2.9.4 For the purposes of determining what remuneration may be sacrificed under this clause, 'Salary' means the salary payable under Schedule 1 to this Agreement, and also where applicable the payments payable via the employer to the employee under the *Paid Parental Leave Act 2010* (Cth).

- 2.9.5 Salary sacrificing arrangements will be made available to the following employees covered by this Agreement in accordance with Public Sector Office of Industrial Relations (PSIR) Circular C1- 18 and any other relevant PSIR Circulars issued from time to time:
- (a) permanent full time and part time employees;
  - (b) temporary full time and part time employees; and
  - (c) long-term casual employees as determined by the *Industrial Relations Act 2016* (Qld).
- 2.9.6 Fringe Benefits Tax (FBT) Exemption Cap: The FBT exemption cap is a tax concession under the *Fringe Benefits Tax Assessment Act 1986* (Cth) for limited categories of employers. The FBT exemption cap is not an employee entitlement. The manner of the application of the FBT exemption cap is determined by the employer in accordance with the FBT legislation. Under the FBT legislation, to be eligible for the FBT exemption cap at the time fringe benefits are provided, the duties of the employment of an employee must be exclusively performed in, or in connection with, a public hospital or predominantly involved in connection with public ambulance services.
- 2.9.7 Where an employee who is ineligible for the FBT exemption cap sacrifices benefits attracting FBT, the employee will be liable for such FBT.
- 2.9.8 Under the FBT legislation, the FBT exemption cap applies to all taxable fringe benefits provided by the employer, whether through the salary sacrifice arrangements or otherwise. Where an employee who is eligible for the FBT exemption cap sacrifices benefits attracting FBT, the employee will be liable for any FBT caused by the FBT exemption threshold amount being exceeded as a result of participation in the salary sacrifice arrangements. To remove any doubt, any benefits provided by the employer separate from the salary sacrifice arrangements take first priority in applying the FBT exemption.
- 2.9.9 Where the employee has elected to sacrifice a portion of the payable salary:
- (a) subject to Australian Taxation Office (ATO) requirements, the sacrificed portion will reduce the salary subject to appropriate tax withholding deductions by the amount sacrificed;
  - (b) any allowance, penalty rate, overtime, weekly workers' compensation benefit, or other payment, to which an employee is entitled under their respective award, Act or Statute which is expressed to be determined by reference to the employee's salary, will be calculated by reference to the gross salary which the employee would receive if not taking part in salary sacrificing arrangements;
  - (c) salary sacrificing arrangements will be maintained during all periods of leave on full pay, including the maintenance of cash and non-cash benefits; and
  - (d) the employee's salary for superannuation purposes and severance and termination payments will be the gross salary which the employee would receive if not taking part in salary sacrificing arrangements.
- 2.9.10 The following principles will apply to employees who avail themselves of salary sacrificing:
- (a) no cost to the employer, either directly or indirectly;
  - (b) as part of the salary sacrifice arrangements, the costs for administering the package via a salary sacrifice bureau service, and including any applicable FBT, will be met without delay by the participating employee;
  - (c) there will be no additional increase in costs or to FBT payments made by the employer that would not otherwise be payable had the employee not engaged in salary sacrifice arrangements;
  - (d) the employee may cancel any salary sacrificing arrangements by giving one month's notice of cancellation to the employer, and similarly the employer will give the employee one month's notice of termination;
  - (e) employees should obtain independent financial advice prior to taking up salary sacrifice arrangements; and
  - (f) there will be no significant additional administrative workload or other ongoing costs to the employer.

## 2.10 Superannuation

- 2.10.1 Superannuation contributions will be made to a fund of the employee's choice, provided the chosen fund is a complying superannuation fund that will accept contributions from the employer and the employee.

- 2.10.2 Where an employee has not chosen a fund in accordance with clause 2.10.1, the employer must make superannuation contributions for the employee (including salary sacrifice contributions) to QSuper.
- 2.10.3 The choice must be made in a form determined by the employer or in any standard form released by the Australian Taxation Office. The employer must implement the employee's choice for superannuation contributions made at any time after 28 days from the date the employee's choice is received.
- 2.10.4 The employer must contribute to a superannuation fund for an employee the greater of:
- (a) the charge percentage prescribed in the *Superannuation Guarantee (Administration) Act 1992* (Cth) (SGAA Act), of the "ordinary time earnings" of the employee as defined in the SGAA Act; and
  - (b) the percentage prescribed in the Superannuation (State Public Sector) Deed 1990 (QSuper Deed) of the salary of the employee as defined in the QSuper Deed, in respect of the employee, for the percentage of contribution paid by the employee (including by salary sacrifice).

## **2.11 Award Maintenance**

- 2.11.1 The QIRC State Wage Case increases awarded during 2019 and the period up to, and including, the nominal expiry date of this agreement will be absorbed into the wage increases provided by clause 2.1.1 of this Agreement subject to clause 2.2.2.
- 2.11.2 It is a term of this agreement that no person covered by this agreement will receive a rate of pay which is less than the corresponding rate of pay in the relevant award.
- 2.11.3 The employer will support union applications to amend any of the relevant modern awards to incorporate wage adjustments based upon the *Queensland Public Health Sector Certified Agreement (No. 9) 2016* (EB9) during the life of EB10.
- 2.11.4 The employer will consent to applications made after the nominal expiry date of EB10 to amend any of the parent awards to incorporate wage adjustments based on EB10.

## **2.12 HR Policy Preservation**

- 2.12.1 The parties agree that certain matters that apply to employees covered by this agreement will be preserved and incorporated as terms of this agreement and contained within Schedule 2 of this agreement.
- 2.12.2 The matters contained within Schedule 2 as they apply to employees covered by this agreement cannot be amended unless agreed by the parties. If matters are amended, the matters will be incorporated as a term of this agreement.
- 2.12.3 The parties agree that the policy documents contained within schedule 2 apply only to Queensland Health including Hospital and Health Service employees (excluding Queensland Ambulance Service) but that it is the intent of the parties that while procedural elements of existing Queensland Ambulance Service, Office of the Health Ombudsman and Health and Wellbeing Queensland policies may differ, the conditions and entitlements in these QH policies will apply or continue to apply to the Office of the Health Ombudsman and Queensland Ambulance Service from the date of certification of this agreement.
- 2.12.4 Where an existing policy of the Queensland Mental Health Commission, the Office of the Health Ombudsman or the Queensland Ambulance Service provides a more beneficial entitlement to an employee than provided in the preserved policy then the existing policy of the Queensland Mental Health Commission, the Office of the Health Ombudsman or Queensland Ambulance Service will apply.
- 2.12.5 The parties agreed Schedule 2 and the matters contained within will be reviewed over the life of the Agreement. This does not include those preserved human resource policies which had reviews completed during the life of EB9, except where agreed between the parties. As each preserved policy is reviewed, each policy shall cover all employer parties to the agreement unless agreed by the parties.

- 2.12.6 The parties agree the entitlements and conditions contained in clause 2.12.4 will not be reduced prior to or during the review conducted in accordance with clause 2.12.5, other than by the agreement of the parties.
- 2.12.7 It is further agreed that any increases in monetary amounts as a result of QIRC decisions, government policy, or Directives under the *Hospital and Health Boards Act 2011*(Qld) (or any replacement legislation) will be applied.

### **2.13 One-off Payment**

The parties acknowledge that in reaching in-principle agreement for this agreement a one-off payment of \$1250 (pro-rata for part-time and casual employees, based on their average ordinary hours over the preceding 12 months if this is higher than their appointed fraction, capped at \$1250) was paid prior to certification of this agreement to eligible employees in accordance with the terms of the in-principle agreement.

## **PART 3 – INDUSTRIAL RELATIONS MATTERS AND CONSULTATION**

### **3.1 Collective Industrial Relations**

- 3.1.1 The employer is committed to collective agreements with unions and does not support non-union agreements.
- 3.1.2 The parties to this agreement acknowledge that structured, collective industrial relations will continue as a fundamental principle. The principle recognises the important role of unions in the workplace and the traditionally high levels of union membership in the workplaces subject to this agreement.
- 3.1.3 The parties to this agreement support constructive relations between the parties and recognise the need to work co-operatively in an open and accountable way.
- 3.1.4 Additional arrangements regarding union encouragement are contained in the HR Policy F4 'Union Encouragement' as listed in Schedule 2 to this agreement.
- 3.1.5 Employees will be given full access to union delegates/officials during working hours to discuss any employment matter or seek union advice, provided that service delivery is not disrupted and work requirements are not unduly affected. As part of Queensland Health's commitment to the union Encouragement Policy, unions will be provided with dedicated time to present to the new starters during orientation programs. Provided that service delivery and work requirements are not unduly affected, delegates will be provided convenient access to facilities for the purpose of undertaking union activities.
- 3.1.6 Reliable facilities available for delegate use includes: telephone, computer, internet, e-mail, photocopier, facsimile machine, storage facilities, meeting rooms and notice boards. It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities. Furthermore, management will respect the privacy of delegates during the use of such facilities.

### **3.2 Commitment to Consultation**

- 3.2.1 The parties to this agreement recognise that for the agreement to be successful, the initiatives contained within this agreement need to be implemented through an open and consultative process between the parties.
- 3.2.2 The parties to this agreement are committed to involving employees and their union representatives in the decision-making processes that may affect the workplace. Employees will be encouraged to participate in the consultation processes by being allowed adequate time to understand, analyse and seek appropriate advice from their union and respond to such information.
- 3.2.3 "The requirement of consultation is never to be treated perfunctorily or as a mere formality" (*Port Louis Corporation v Attorney-General of Mauritius* (1965) AC 1111 at 1124).
- 3.2.4 "Consultation" involves more than a mere exchange of information. For consultation to be effective, the participants must be contributing to the decision making process not only in appearance, but in

fact. [Commissioner Smith (Australian Industrial Relations Commission), Melbourne, 12 March 1993.]

- 3.2.5 The consultation process requires the exchange of timely information relevant to the issues at hand so that the parties have an actual and genuine opportunity to influence the outcome, before a final decision is made. Except where otherwise provided within this agreement, the parties also recognise that the consultation process does not remove the rights of management to make the final decision in matters that may affect the workplace.

### **3.3 EB10 Implementation Group (EB10IG)**

- 3.3.1 The EB10 Implementation Group (EB10IG), for the purpose of implementing this agreement, will comprise employer and union representatives who are parties to this agreement. The role of the EB10IG will include EB10 matters referred by the Health Consultative Forums (HCFs) or their equivalent. Industrial relations compliance will be a standing agenda item on the EB10IG agenda.
- 3.3.2 Where appropriate, sub groups of the EB10IG will be established or maintained, for example the Operational Services Manual Review Group. The structure and role of the EB10IG and sub groups cannot be amended unless agreed by the parties.
- 3.3.3 The terms of reference of EB10IG will be amended so that EB10IG meetings are scheduled together with Public Hospitals Oversight Committee (PHOC) meetings.

### **3.4 Public Hospitals Oversight Committee (PHOC)**

- 3.4.1 The parties to this agreement acknowledge the constructive role PHOC plays in the review of work practices, workloads, career structure and training matters for the Operational Services stream.
- 3.4.2 The parties agree that during the life of the agreement, PHOC will specifically address items including but not limited to work practices, workloads, ensuring appropriate career structures and training opportunities are readily accessible and available to all Operational Stream employees.
- 3.4.3 The Department of Health and Hospital and Health Services intend to achieve its objective of ensuring PHOC continues as a viable and effective forum, achieved by enabling for a direction to be sent from the Director-General to Hospital and Health Service CEO's reminding them of the requirement to comply with PHOC outcomes and consistent application of EB provisions and HR policies, including the Operational Services Manual.
- 3.4.4 The terms of reference of PHOC will be amended so that PHOC meetings are scheduled together with EB10IG meetings. Specific PHOC content and representation shall be maintained. The minimum quorum requirements for union representatives is three.
- 3.4.5 The employer maintains its commitment to involving employees and their union representatives in the decision-making processes affecting the workplace. As part of this commitment, the parties acknowledge the important role that PHOC is able to play in ensuring the proper implementation of policies and observance of industrial obligations in the workplace (such as those pertaining to recruitment of base-grade operational stream employees, the translation of operational stream employees from casual to permanent status, the granting of meritorious sick leave, replacement of existing staff and replacement of staff on leave). A union may refer a concern about these matters to PHOC. Where such a referral is made, PHOC may give consideration to systemic strategies for addressing the concern (such as a recommendation to executive management to issue a direction reminding managers of the appropriate manner in which a policy should be implemented). The performance of such a role by PHOC will not replace or interfere with existing employee grievance or other dispute resolution procedures.

### **3.5 Health Consultative Forums (HCF)**

- 3.5.1 The Health Consultative Forum (HCF) (or their equivalent) will continue in accordance with the Terms of Reference (TOR) agreed by the Reform Consultative Group. The terms of reference of each HCF will be amended to include the tabling of new or amended employment policies and employment guidelines.

- 3.5.2 The Reform Consultative Group will evaluate the effectiveness of, and modify where necessary, all consultative forums during the life of this agreement. Each HCF shall have 'organisational change' and 'contracting' as standing agenda items.
- 3.5.3 Management will provide, the HCF (or equivalent), a contracting report on a quarterly basis detailing the:
- Contract title
  - Contract supplier
  - Services provided
  - Location services provided
  - Contract end date
  - Contract extension Y/N
  - Review date (if known)
- 3.5.4 Hospital and Health Services will report annually to unions on the number of employees who received the attraction and retention incentive payments in the preceding financial year.

### 3.6 Reporting

- 3.6.1 The Department of Health will provide electronic reports on a quarterly basis to relevant unions detailing:

Reports	Details
Employment by type <ul style="list-style-type: none"> <li>• Permanent Employees (P)</li> <li>• Temporary Employees (T)</li> <li>• Casual Employees (C)</li> <li>• New Starters (N)</li> </ul>	<ul style="list-style-type: none"> <li>• Name</li> <li>• Job title / Stream employed</li> <li>• Work location</li> <li>• Work email</li> <li>• When commenced employment</li> <li>• Reasons for the employee's engagement - (Temporary Employees only)</li> </ul>
Permanent positions not filled within: <ul style="list-style-type: none"> <li>• 1 month for base grade vacancies; or</li> <li>• 3 months for non base grade vacancies</li> </ul>	<ul style="list-style-type: none"> <li>• Job title</li> <li>• Work location</li> </ul>
Resignations	<ul style="list-style-type: none"> <li>• Job title</li> <li>• Work location</li> <li>• Date of separation</li> </ul>
Equal Employment Opportunity Reporting <ul style="list-style-type: none"> <li>• Non English Speaking Background Employees</li> <li>• Aboriginal and Torres Strait Islander Employees</li> <li>• People with Disabilities</li> </ul>	<ul style="list-style-type: none"> <li>• Stream employed</li> <li>• Number of employees (FTE)</li> <li>• Percentage by stream</li> </ul>

- 3.6.2 The provision of all staff information to relevant unions shall be consistent with the principles outlined at s.350 of the *Industrial Relations Act 2016* (Qld).
- 3.6.3 Issues of concern in relation to the filling of permanent positions in work units should be raised at the HCF (or equivalent) as necessary. Nothing in this provision restricts a union from utilising the disputes procedure in relation to non-compliance in relation to the filling of permanent positions in work units.
- 3.6.4 The local organiser/delegate may request from relevant local HR/line manager and will be provided a report of relevant employee resignations to assist in monitoring of timeframes within three days.

### 3.7 Union Briefing

The Department of Health will brief unions at least twice a year in respect of the budget situation of the Department of Health and each Hospital and Health Service and report on employee numbers in the Department of Health and each Hospital and Health Service by stream.

## **PART 4 – ORGANISATIONAL CHANGE AND RESTRUCTURING**

### **4.1 Organisational Change and Restructuring**

- 4.1.1 Prior to implementation, all proposed organisational change will need to demonstrate clear benefits such as enhanced service delivery to the community, improved efficiency and effectiveness and will follow the agreed change management processes as outlined in the Queensland Health Organisational Change Management Guidelines. While ensuring the spirit of the guidelines is maintained in applying the document, the parties acknowledge that it has been designed as a guideline to be applied according to the circumstances.
- 4.1.2 When it is decided to conduct a review, union representatives will be advised as soon as practicable and consulted from the outset. All parties will participate in a constructive manner.
- 4.1.3 Furthermore, details will be included that provide for encouraging employees to participate in the consultative processes by allowing adequate time to understand, analyse and respond to various information that would be needed to inform employees and their unions.
- 4.1.4 All significant organisational change and/or restructuring that will impact on the workforce (e.g. job reductions, deployment to new locations, major alterations to current service delivery arrangements) will be subject to the employer establishing such benefits in a business case which will be tabled for the purposes of consultation at the HCF (or equivalent). A business case is not required for minor changes or minor restructuring.
- 4.1.5 There will be no downgrading of positions during the life of the agreement other than through organisational change processes.
- 4.1.6 It is acknowledged that management has a right to implement changes to ensure the effective delivery of health care services. The consultation process will not be used to frustrate or delay the changes but rather ensure that all viable options are considered. If this process cannot be resolved at the hospital or health service level (or equivalent) in a timely manner either party may refer the matter to the EB10IG for resolution.
- 4.1.7 The employer commits to provide a just transition for workers who will be impacted by the introduction of new technology. The employer will ensure early identification and engagement of employees likely to be affected by the future introduction of technology, prepare workers for the change, and provide appropriate support to workers who are likely to be impacted. This support may include planning with workers to transition to new roles in Queensland Health.
- 4.1.8 For organisational change, the emphasis will be on minimum disruption to the workforce and maximum placement of affected staff within employers. It is not in the best interest for employees to undergo constant change, therefore, the employer will minimise the duration and complexity of organisational change where possible. Organisational restructuring should not result in a large scale "spilling" of jobs.
- 4.1.9 Subject to the above, the parties acknowledge that where the implementation of workplace change results in fewer employees being required in some organisational units, appropriate job reduction strategies will be developed in consultation with relevant union/s.
- 4.1.10 Prior to the implementation of any decision in relation to workplace change likely to affect security and certainty of employment of employees, such changes will be subject to consultation with the relevant union/s. The objective of such consultation will be to minimise any adverse impact on security and certainty of employment.
- 4.1.11 After such discussions have occurred and it is determined that fewer employees are required, appropriate job reduction strategies will be developed that may include non-replacement of resignees and retirees and the deployment/redeployment and retraining of excess employees which will have regard to the circumstances of the individual employee/s affected. This will occur in a reasonable manner.



- 4.1.12 Where individuals unreasonably refuse to participate or cooperate in deployment/ redeployment and retraining processes, the full provisions for managing redundancies will be followed. No employee will be redeployed against their will. In those cases where the offering of Voluntary Early Retirements (VERs) to selected employees is necessary, this will occur in full consultation with the relevant union/s.
- 4.1.13 Consultative arrangements required to be followed in the management of any organisational change and restructuring proposal will be in accordance with the Queensland Health Organisational Change Management Guidelines which includes consultation with all relevant unions.

## **PART 5 – WORKLOAD MANAGEMENT**

### **5.1 Workload Management**

- 5.1.1 The parties acknowledge the importance of workload management as a critical issue in the workplace. The parties acknowledge the importance of determining role allocations, hours of work, overtime and higher duties in a fair and reasonable manner, taking into account operational requirements and workload implications.
- 5.1.2 The employer acknowledges the duty of care to both staff and patients to provide a safe environment for the delivery of health services and is therefore committed to the maintenance of staffing levels to ensure the delivery of quality health services.
- 5.1.3 Management will actively balance the reasonable workload of staff and the effective and efficient delivery of health services.
- 5.1.4 The parties agree that appropriate strategies, work practices and staffing levels (including backfilling of staff) will minimise the effects of excessive workloads and/or case loads.
- 5.1.5 The parties agree to use the workforce workload management kit developed during the life of EB9 to raise, investigate, resolve and monitor workload concerns.
- 5.1.6 The parties will also work collaboratively to review the workload management supporting documents during the first 12 months of the agreement.
- 5.1.7 The parties further agree that a sub-committee of the EB10IG will be established to address issues of workload management of a statewide nature and/or workload management issues that cannot be resolved at a local level.
- 5.1.8 The HCF (or equivalent) will have workload management issues as a regular agenda item. Where one of the parties consider workload management issues need investigation, the workforce workload management kit will be utilised by a HCF subgroup that will be established to research the issues and formulate a recommendation for consideration of the HCF, and if appropriate, subsequent implementation. If agreement cannot be reached, the issues will be referred by either party to EB10IG for consideration and resolution.
- 5.1.9 Best practice models for workload management identified through these processes will be promulgated through the employer's facilities.

### **5.2 Process to Address Absences within Operational Services**

- 5.2.1 All absences (planned and unplanned) within Operational Services will be backfilled. The options to backfill may include but are not limited to:
- (a) Offering additional ordinary hours to Part-Time employees,
  - (b) Offering additional work to Casual employees,
  - (c) The application of Relief Pool staff,
  - (d) The use of Overtime,
  - (e) Utilisation of temporary engagement (e.g. extended period of absence).
- 5.2.2 (a) Notwithstanding clause 5.2.1, the parties acknowledge that not all positions will be backfilled on all occasions, and they will collaborate in good faith to develop strategies to ensure positions are backfilled.

- (b) Where the employer has a site that is unable to fill unplanned absences, such unplanned absences shall be recorded and referred to the Local Consultative Forum (LCF) and the relevant union/s. The parties shall genuinely consult and develop strategies to ensure that all unplanned absences are filled consistent with clause 5.2.1.
- (c) The Public Hospital Oversight Committee will be responsible for developing and approving the process to support this ongoing reporting requirements to the LCF.

5.2.3 Notwithstanding provisions of clause 5.2.1, the parties acknowledge that for unplanned absences there may be some circumstances where roles may not require immediate backfill. eg: Christmas closure, reduction in demand.

5.2.4 The LCF and the relevant union/s will agree on the roles and/or circumstances as outlined in 5.2.3 that may not require immediate backfill. To facilitate agreement the employer will develop a list of roles and/or circumstance they propose does not require immediate backfill. Neither party shall unreasonably withhold agreement.

### **5.3 Operational Stream Relief Pools**

5.3.1 The employer commits to establishing an operational duties relief pool within a Hospital and Health Service for the purpose of backfilling of vacant positions across that Hospital and Health Service. The establishment of a relief pool will ensure:

- (a) The provision of work by relief pool staff may occur across Hospital and Health Service facilities.
- (b) A planned leave roster to make operation of the relief pool more effective.
- (c) When a planned leave roster is being considered, consultation with staff is to be undertaken to develop and implement the roster.
- (d) Relief staff to be paid in accordance with the relevant industrial instrument for the time and duties they are performing relief (e.g. relevant shift and duty allowances – foul linen).

### **5.4 Strategic Operational Services Unit**

The employer commits to the continuation of a state wide unit to address strategic services issues.

## **PART 6 – EMPLOYMENT SECURITY AND CONTRACTING**

### **6.1 Employment Security**

6.1.1 The employer is committed to employment security for its permanent employees. This clause is to be read in conjunction with the Queensland Government's Employment Security Policy.

6.1.2 The parties acknowledge that employment security for employees assists in ensuring workforce stability, cohesion and motivation and hence is central to achieving the objectives of this agreement.

6.1.3 Job reductions by forced retrenchments will not occur. There will be no downgrading of positions during the life of the agreement other than through organisational change processes.

6.1.4 Volunteers, other unpaid persons or trainees will not be used to fill funded vacant positions.

6.1.5 The Department of Health and the Hospital and Health Services are the preferred providers of public health services for the Government and the community.

6.1.6 The employer supports the accepted industrial principle that temporary and casual employees have the right to raise concerns with their employer in relation to their employment status or any other work related matters without fear of victimisation. Unions may refer instances of alleged victimisation directly to the EB10IG for attention.

6.1.7 The employer acknowledges that long term casual employees have rights to unfair dismissal entitlements in accordance with the provisions of the relevant legislation.

6.1.8 Nothing in this agreement will prevent the provision of public health clinical services, which are provided by the private sector, because they are not able to be provided by the public sector.

## 6.2 Permanent Employment

- 6.2.1 The parties recognise that permanent employment is the preferred type of engagement under this agreement and are committed to maximising permanent employment where possible. Casual or temporary forms of employment should only be utilised where permanent employment is not viable or appropriate. The employer will utilise workforce planning and management strategies to assist in determining the appropriate workforce mix for current and future needs.
- 6.2.2 Where employees are engaged on a temporary basis, contracts of employment should reflect the actual duration of the engagement and the reason for the engagement being temporary. Recruitment of temporary employees is to be in accordance with HR Policies B1 *Recruitment and selection policy*, B24 *Appointments – Permanent and /or Temporary – Commonwealth and/or State Funded Programs*, B25 *Temporary Employment* and B52 *Conversion of temporary employees to permanent status*.
- 6.2.3 Where employees are engaged on a casual basis, the engagement should be in accordance with clause 7.1 of HR Policy B26 *Casual Employment*. Casual employees are defined as:
- an employee whose casual employment history is informal, irregular and uncertain with no continuing relationship between the employer and the employee, i.e. less than 12 months employment with no expectation of permanent employment, is to be defined as a short-term casual employee;
  - an employee with features of casual employment such as employment on a regular and systematic basis for several periods of employment (including fixed-term temporary engagements) during a period of at least one year and with an ongoing expectation of continuing engagements is to be defined as a long-term casual employee.

## 6.3 Permanent Employment for Long Term Temporary and Casual Employees

- 6.3.1 The parties are committed to maximising permanent employment opportunities for long term temporary employees. The parties agree to implement the conversion of temporary employees consistent with legislative provisions and whole-of-government policy.
- 6.3.2 The parties are committed to maximising permanent employment opportunities for long term casual employees. The parties agree to implement the whole-of-government Directive which implements section 149A of the *Public Service Act 2008* (Qld).
- 6.3.3 Where a casual employee is engaged on a regular and systematic basis, consideration may be given by the employer as to providing permanent employment where appropriate.
- 6.3.4 Queensland Health is committed to the implementation of the conversion of casual employees to permanent employment and temporary to permanent conversion guidance materials.

## 6.4 Temporary and Casual Conversion Panel Review Process

- 6.4.1 A temporary and casual conversion panel internal review process (Internal Review Process) applies where:
- (a) there has been an outcome of a review of status of employment by the decision maker in accordance with either the *Temporary employment Directive* (08/17) or the *Conversion of casual employees to permanent employees Directive* (01/17);
  - (b) the outcome of the review decision has notified to the employee in accordance with sections 149(1)(a) or (b) of the *Public Service Act 2008*;
  - (c) an appeal under sections 194(1) or 194(ea) of the *Public Service Act 2008* (Qld) has not been made; and
  - (d) the employee's union representative or the employee (each "the notifier") are of the view the decision maker has made an incorrect decision in accordance with the applicable directive.

- 6.4.2 The notifier may, within 7 days of the employee being notified of a decision, inform the decision maker that the decision is not accepted, and on this basis request an Internal Review Process be conducted. In this case the temporary employee review outcome becomes a preliminary decision.
- 6.4.3 Within 14 days of receiving the request under clause 6.4.2, the nominated Human Resources Branch representative must hold a conference for the purposes of conducting a review of the preliminary decision. The members for the purposes of this conference will comprise of the Hospital and Health Service (HHS) or Division representative(s); the Department of Health; and the notifier.
- 6.4.4 The notifier and HHS or Division representative will provide all relevant materials of the preliminary decision to the nominated HRB representative in advance of the conference.
- 6.4.5 The purpose of the conference is to attempt to reach consensus on the preliminary decision to convert or not to convert.
- 6.4.6 If at the conference consensus is reached to overturn the preliminary decision, the revised decision will be communicated in writing to the notifier and to the decision maker in order to implement the decision.
- 6.4.7 If at the conference consensus cannot be reached between the parties, the HRB, having regard to requirements of the relevant directive, may arrive at a decision contrary to the original decision maker and decide to overturn the preliminary decision. Where the outcome of the review decision is overturned, the new decision will be communicated in writing to the notifier and to the original decision maker in order to implement the new decision.
- 6.4.8 Where consensus cannot be reached between the parties or HRB does not overturn the preliminary decision, it will become the final decision with the effective date being the day the employee receives the notice not to overturn the preliminary decision.
- 6.4.9 Where a notifier withdraws their request for an Internal Panel Review Process or where the notifier commences an appeal under sections 194(1) or 194(ea) of the *Public Service Act 2008* (Qld) prior to the conference being held, this process is taken to be terminated.
- 6.4.10 The employer will provide reports on the conversion of temporary and casual employees that contain classification stream and occupational type for employees covered by this agreement to the EB10 Implementation Group (EB10IG) on a quarterly basis.
- 6.4.11 The parties will review the effectiveness of the activities associated with this clause, 12 months from certification of this agreement. The parties will attempt to minimise disputes about the operation of this clause. Any disputes about the operation of this clause that cannot be resolved may be referred to the Queensland Industrial Relations Commission for assistance.

## **6.5 Contracting Out**

- 6.5.1 It is the clear policy of the employer not to contract out or to lease current services. The parties are committed to maximising permanent employment where possible.
- 6.5.2 There will be no contracting out, outsourcing or leasing of operational services currently provided by the employees engaged and covered under the operational stream during the life of the agreement.
- 6.5.3 For employees of other streams, there will be no contracting out or leasing of other services currently provided by the employer except in the following circumstances:
- (a) in the event of critical shortages of skilled staff;
  - (b) the lack of available infrastructure capital and the cost of providing technology;
  - (c) extraordinary or unforeseen circumstances; or
  - (d) it can be clearly demonstrated that it is in the public interest that such services should be contracted out.
- 6.5.4 The employer agrees that it will include as a condition of all future labour contracts a requirement for contractors to pay wage rates, which are no less favourable in aggregate for a comparable EB9 employee as at 1 September 2018. This provision will apply to all relevant tenders called and relevant contracts entered into on or after the date of the certification of this agreement.

- 6.5.5 Any dispute between the parties arising out of this clause will be dealt with in accordance with clause 1.12 of this agreement.
- 6.5.6 In circumstances where contracting out occurs due to the existing workforce not having the required skill set to undertake the project or roles required, contracts should include skills and knowledge transfer as part of the contract conditions where there is a requirement for ongoing use of those skills/knowledge.

#### ***Consultation Processes - General***

- 6.5.7 Where the employer seeks to contract out or lease current services, the relevant union/s will be consulted as early as possible. Discussions will take place before any steps are taken to call tenders or enter into any otherwise binding legal arrangement for the provision of services by an external provider.
- 6.5.8 For the purpose of consultation the relevant union/s will be given relevant documents. The employer will ensure that all relevant union/s is/are aware of any proposals to contract out or lease current services. It is the responsibility of the relevant union/s to participate fully in discussions on any proposals to contract out or lease current services.
- 6.5.9 If, after full consultation as outlined above, employees are affected by the necessity to contract out or lease current services, the employer will:
- negotiate with relevant union/s employment arrangements to assist employees to move to employment with the contractor;
  - ensure that employees are given the option to take up employment with the contractor;
  - ensure that employees are given the option to accept deployment/redeployment with the employer; and
  - ensure that as a last resort, employees are given the option of accepting voluntary early retirement.

#### ***EB10IG Approval***

- 6.5.10 Regarding the lack of available infrastructure capital and the cost of providing technology, and where it can be clearly demonstrated that it is in the public interest that such services should be contracted out, contracting out cannot occur until agreement is obtained at the EB10IG, provided that such agreement will not unreasonably be withheld.

#### ***Consultation Processes – Emergent Circumstances***

- 6.5.11 The employer can contract out or lease current services without reference to the EB10IG in cases where any delay would cause immediate risks to patients and/or detriment to the delivery of public health services to the Queensland public.
- 6.5.12 In all cases information must be provided to the next EB10IG for review in relation to these cases and to assist in determining strategies to resolve any issues that arise. These circumstances would include:
- in the event of critical shortages of skilled staff; or
  - extraordinary or unforeseen circumstances.

### **6.6 Contracting In**

- 6.6.1 The parties are committed to maximising permanent employment where possible. The employer commits to continue the current process of insourcing work currently outsourced in co-operation with the relevant union/s by identifying all currently outsourced work.
- 6.6.2 Organisational units will bid for work currently out-sourced to contractors, unless otherwise agreed between the parties and subject to any legislative requirements. Each local consultative forum shall have ‘contracting’ as a standing agenda item.
- 6.6.3 In-sourcing will be undertaken where it can be demonstrated that work is competitive on an overall basis, including quality and the cost of purchase and maintenance of any capital equipment required to perform the work. Where the employer requires that in-sourced work is performed by work units which specify industry accepted standards of accreditation or minimum qualifications for their

performance, these requirements must also be met by external bidders. At the expiry of existing contracts, the employer commits to in-source work unless the cost of in-sourcing the work is demonstrated to be greater than five percent higher than outsourced arrangements once cost comparisons between direct and contract labour have been made. This will not prevent the use of contract extension clauses while this process continues.

- 6.6.4 Training for managers to undertake costings and bids will be provided on an ongoing basis.
- 6.6.5 Special consideration will be given in circumstances where appropriate employees are available to provide a service. In these cases, latitude will exist in relation to price competitiveness. This latitude will be quantified and agreed between the parties at the EB10IG.
- 6.6.6 Subject to this clause, existing contract arrangements will not be extended to new or replacement facilities. Opportunity will be given for in-house staff to undertake the work as outlined above. It is acknowledged that new or replacement facilities are not to be treated as greenfield sites.
- 6.6.7 In the case of the Operational Stream, the parties agree that the following process will be utilised to assist the employers' operational services staff to compete equally for work that is currently contracted out:
- ensure that offer documents include key performance and quality criteria to be addressed by all bidders/tenderers;
  - provide independent in-house advice and assistance to in-house staff in the preparation of business cases;
  - ensure that offers are evaluated on the basis of cost which includes the contractor basing their price on a minimum rates of pay for comparable EB9 employees as at 1 September 2018 quality, timeliness and ability to maintain specified key performance criteria;
  - include a mechanism for monitoring and continuous improvement; and
  - ensure that these mechanisms are relevant and appropriate.
- 6.6.8 Once a decision has been made by the employer the appropriate outcome will be implemented. Neither party will seek to disrupt or delay the implementation of the approved outcome. Should the relevant union consider that a fair comparison has not been made then the matter should be referred to the EB10IG for resolution. This must occur in a timely manner.
- 6.6.9 The employers preferred policy position is to in-source the maintenance of its technology after the expiry of the standard manufacturer's warranty where feasible. There will be no extension of warranties in those circumstances where appropriate in-house maintenance is available.
- 6.6.10 The employer will ensure that, where possible, contracts for the supply or warranty of technology include a component of training to ensure in-house maintenance remains possible. The parties acknowledge that external maintenance of certain complex technology will occur where in-house maintenance is not feasible.
- 6.6.11 This clause will not apply to services funded through the Statewide Health and Community Services Branch.

## **6.7 Colocation**

- 6.7.1 Colocation of public and private health services will not result in the diminution of public health service or public sector industrial relations standards in Queensland. Colocation agreements will not diminish existing arrangements for provision of public health services by the employer on a collocated site. This will not prevent the public sector providing services to the private hospitals.
- 6.7.2 Industrial representation arrangements are not a matter intrinsic to colocation agreements and thus will not be affected by these agreements. Consultative processes have been established at Queensland Department of Health and Hospital and Health Service levels to facilitate information and consultation on appropriate issues with health unions on colocation issues. These processes will continue. If it is intended that there are further colocations of public and private health services, full consultation will occur at the outset with the relevant unions.

## PART 7 – WORKPLACE HEALTH AND SAFETY

- 7.1 Nothing in this clause will limit the right of authorised union officials to address workplace health and safety issues, including inspections, on behalf of members. These inspections are separate from inspections by elected Health and Safety Representatives under section 68 of the *Work Health and Safety Act 2011* (Qld).
- 7.2 The parties to this agreement are committed to continuous improvement in work health and safety outcomes through the implementation of an organisational framework which involves all parties in preventing injuries and illness at the workplace by promoting a safe and healthy working environment. All employees will be assisted in understanding and fulfilling their responsibilities in maintaining a safe working environment.
- 7.3 The Queensland Health Workplace Health and Safety Advisory Committee comprising representatives of the Queensland Department of Health and Hospital and Health Services and the public health sector unions which will continue to oversight progress on work health and safety issues. The safety advisory committee will receive regular reports on the status of reported safety issues.
- 7.4 Workplace health and safety disputes that are unresolved at the local level in accordance with clause 1.12.5(b) may be escalated to the Queensland Health Workplace Health and Safety Advisory Committee for resolution.
- 7.5 Further, without limiting the issues which may be included, the parties agree to address the following issues:
- (a) aggressive behaviour management;
  - (b) guidelines for work arrangements (including hours of work);
  - (c) guidelines on security for health care establishments;
  - (d) home care workers entering properties;
  - (e) injured workers to have the opportunity to be re-trained in alternative areas/departments;
  - (f) injury management;
  - (g) management of ill or injured employees;
  - (h) personal protective equipment;
  - (i) psychosocial issues;
  - (j) security for administrative staff in frontline positions;
  - (k) supply of mobile phones for home care workers;
  - (l) the correct footwear is provided, or an appropriate allowance for staff to purchase footwear when working in callings where footwear is a critical safety issue e.g. laundries, kitchens and horticultural staff;
  - (m) workers' compensation;
  - (n) working off-site; and
  - (o) workplace bullying.
- 7.6 The employer is committed to the establishment of safety committees in accordance with the *Work Health and Safety Act 2011* (Qld).
- 7.7 Workplace bullying will be a standing agenda item for safety committees.
- 7.8 The parties commit to working collaboratively to promote and implement the Workplace Health and Safety Work Health and Safety Consultation, cooperation and coordination *Code of Practice 2011*.
- 7.9 The parties acknowledge that fatigue management is a health and safety issue and will manage it in accordance and legislative health and safety obligations.
- 7.10 The parties commit to ensure that appropriate feedback is provided to employees who raise workplace health and safety matters.
- 7.11 The parties agree to review the following workplace health and safety issues within 12 months of certification:
- (a) The existence and operation of safety committees and their membership; and
  - (b) Workplace bullying.

## **PART 8 – TRAINING AND DEVELOPMENT**

### **8.1 Targeted Training – Administrative and Operational Stream**

- 8.1.1 The parties are committed to training and development opportunities for operational and administrative and stream employees. To meet this commitment, the employer will continue to implement targeted training as outlined in HR Policies G13 and G14. Upon completion of a relevant qualification, employees may be eligible for payment of the targeted training allowance at clause 2.5 of this agreement.
- 8.1.2 The parties acknowledge that applicable employees should receive recognition and credit for their knowledge and skills through the recognition of current competencies (RCC) or the recognition of prior learning (RPL). This assessment of competencies may include skills from:
- work experience (including both work that is paid and unpaid);
  - life experience (for example leisure pursuits or voluntary work); and
  - previous study (including training programs at work, courses at school or college, and through adult education classes).

### **8.2 Administrative Employees Training and Development Education Incentive Fund**

- 8.2.1 The Department of Health, Hospital and Health Services, Queensland Ambulance Service and the Office of the Health Ombudsman commit to establishing a training fund for AO2 to AO5 staff. The funds will be available for the Department of Health, Hospital and Health Services, Queensland Ambulance Service and the Office of the Health Ombudsman to be able to support AO2 to AO5 employees to attain an Australian Qualification Framework (AQF) level Certificate II to Certificate IV and Diploma in any relevant areas.
- 8.2.2 The process will involve the line manager and employee as part of the Performance Appraisal and Development (PAD) process identifying training suitable for developmental purposes. Funds will be provided to enable the backfilling of employees to attend day courses.
- 8.2.3 The number of eligible employees will be 200 places per year (totalling 600 places) for the life of the agreement for the Department of Health, Hospital and Health Services and Queensland Ambulance Service. The number of eligible employees will be two places per year (totalling six places) for the life of the agreement for the Office of the Health Ombudsman. An amount of up to \$1800 per qualification (including RPL, RCC processes and any outstanding modules) is available for each approved applicant under this fund.
- 8.2.4 The EB10IG will receive reports monthly about progress of the application of the fund for the Department of Health, Hospital and Health Services, Queensland Ambulance Service.

### **8.3 Operational Services Training and Development Education Incentive Fund**

- 8.3.1 The Department of Health and Hospital and Health Services commits to the continuation of the training fund for OO2 to OO5 staff. The funds will be available for the Department of Health and Hospital and Health Services to be able to support OO2-OO5 employees to attain an Australian Qualification Framework (AQF) Certificate relevant to their role.
- 8.3.2 The process will involve the line manager and employee as part of the Performance Appraisal and Development (PAD) process identifying training suitable for developmental purposes. Funds will be provided to enable the backfilling of employees to attend day courses.
- 8.3.3 The number of eligible employees will be 200 places per year (totalling 600 places) for the life of the agreement. An amount of up to \$1800 per qualification (including RPL, RCC processes and any outstanding modules) is available for each approved applicant under this fund.
- 8.3.4 The Public Hospitals Oversight Committee will receive reports monthly about progress of the application of the fund.

### **8.4 Security Officer Training**

Queensland Health is committed to ensuring security officers receive two (2) days of paid training within six (6) months after certification.



## **PART 9 – EMPLOYMENT CONDITIONS**

### **9.1 Provision of Uniform and Laundry Allowance**

- 9.1.1 The parties agree in principle that employees not required to wear uniforms should not be entitled to uniform or laundry allowances.
- 9.1.2 Any groups where a uniform is being proposed will be addressed with the relevant union/s, having regard to the merits of the case, to determine whether it is reasonable that an allowance be paid in the circumstances.
- 9.1.3 The employer is committed to ensuring that temporary, part time and casual employees are provided with appropriate numbers of uniforms.

### **9.2 Access to Computers**

The employer is committed to ensuring employees have reasonable access to computers for work related matters. Access to computers may also include suitable portable devices.

### **9.3 Parental Leave**

Employees will be entitled to 14 weeks paid parental leave which may be taken at half pay for double the period of time and 14 weeks paid adoption leave for the primary carer of the adopted child which may be taken at half pay for double the period of time. This provision is in addition to the Commonwealth paid parental leave scheme.

### **9.4 Domestic and Family Violence**

- 9.4.1 The employer is strongly committed to providing a healthy and safe working environment for all employees. It is recognised that employees sometimes face difficult situations in their work and personal life, such as domestic and family violence, that may affect their attendance, performance at work or safety.
- 9.4.2 Domestic and family violence occurs when one person in a relevant relationship uses violence and abuse to maintain power and control over the other person. This can include behaviour that is physically, sexually, emotionally, psychologically or economically abusive, threatening, coercive or aimed at controlling or dominating the other person through fear. Domestic and family violence can affect people of all cultures, religions, ages, genders, sexual orientations, educational backgrounds and income levels.
- 9.4.3 Managers, supervisors and all employees are committed to making their workplaces a great place to work. The workplace can make a significant difference to employees affected by domestic and family violence by providing appropriate safety and support measures. For the purposes of this agreement, domestic violence and relevant relationship is defined under Division 2 and Division 3 of the *Domestic and Family Violence Protection Act 2012* (Qld).
- 9.4.4 The parties recognise that employees have the right to choose whether, when and to whom they disclose information about being affected by domestic and family violence. Managers and employees will sensitively communicate with employees and colleagues affected by domestic and family violence.
- 9.4.5 The employer will continue to promote Queensland Health's commitment to supporting victims of domestic and family violence via their employee orientation and promote the Recognise, Respond, Refer domestic and family violence online training.
- 9.4.6 Support for employees affected by domestic and family violence is provided for in the Public Service Commission Directive 04/15.
- 9.4.7 In accordance with the *Industrial Relations Act 2016* (Qld) an employee, other than a casual employee, is entitled to 10 days of domestic and family violence leave on a full pay in a year if –
- (a) The employee has experienced domestic violence; and
  - (b) The employee needs to take domestic and family violence leave as a result of domestic violence.

- 9.4.8 This entitlement, including provision for long and short term casual employees, will be administered in accordance with section 52 of *the Industrial Relations Act 2016* (Qld).
- 9.4.9 Queensland Health Employee Assistance offers a range of support services and programs. Employees can access information about available support service through line managers or their local human resource services.

## **9.5 Recreation Leave - Half-Pay**

- 9.5.1 Subject to service delivery requirements and financial considerations, the employer may approve an application to take recreation leave at half pay for double the period of time.
- 9.5.2 The employer may refuse the application only on reasonable grounds. Where an application is refused, the employer is to outline the grounds why the application was refused.

## **9.6 Purchased Leave**

- 9.6.1 Purchased leave is an option whereby an employee can purchase an agreed net dollar amount of leave. Employees are able to access between one and six weeks unpaid leave per annum in a minimum one-week block, in addition to paid annual leave and other entitlements. The absence for this leave is treated as leave without pay but is paid at the net rate.
- 9.6.2 The employee enters into an agreement to have an amount deducted from their net pay for the agreement period of 12 months, which is held by the employer, to be paid back to the employee when the related leave is taken. Requests for purchased leave will be genuinely and reasonably considered. The employer may refuse the application only on reasonable grounds. Where an application is refused, the employer is to outline the grounds why the application was refused.

## **9.7 Leave Loading – Queensland Ambulance Service (QAS)**

The parties agree that employees of the Queensland Ambulance Service will have their annual leave loading consolidated and paid during December of each year.

## **9.8 Caring Responsibility**

Employees will be able to utilise accrued sick leave for the purposes of family caring responsibilities (carer's leave).

## **9.9 No Loss of Show Day**

Where an employee is required to perform work duties (including training) at an alternative location to their usual place of work on a day where the show day holiday falls upon their usual place of work location, such employee will be given a day off in lieu. *Example: Bill's usual place of work is at the RBWH. On the 21<sup>st</sup> August he is in Cairns on work related business. The 21<sup>st</sup> of August is the Ekka Show day for the greater Brisbane area. Bill is therefore entitled to a day off in lieu.*

## **9.10 Rostering of Accumulated Days Off (ADO)**

Accumulated days off (ADO) must not coincide with a public holiday or weekend (Saturday or Sunday) unless requested by the employee and agreed to by the employer. Another day determined by mutual agreement between the employer and employee will be taken in lieu. This day is to be within the same four weekly work cycle where possible.

## **9.11 Long Service Leave**

- 9.11.1 Employees will be entitled to long service leave for:
- (a) The taking of leave on a pro rata basis after 7 years' continuous service;
  - (b) The taking of long service leave at half pay for double the period of time. The minimum period of long service leave which may be taken on half pay at any one time is one week.
- 9.11.2 Where an employee voluntarily reverts to a lower classification, the employee shall be entitled to leave accrued as at the date of the reversion at the salary applicable at the date of the reversion. The

employee is not compelled to take accrued long service leave at the date of voluntary reversion to a lower classification.

- 9.11.3 Subject to relevant approval and other procedures, casual employees' entitlements to long service leave are as follows:

<b>Date</b>	<b>Entitlement</b>
Prior to 23 June 1990	No entitlement – service does not count.
23 June 1990 – 30 March 1994	Service counts provided at least 32 hours are worked every 4 weeks.
From 30 March 1994 onwards	Service counts provided there is no break between casual engagements of more than 3 months.

## **9.12 Recognition of Higher Duties Service**

All periods of service acting in higher duties will be recognised for the purpose of pay increments at the higher duties rate provided there has been no break in excess of six years.

## **9.13 Cultural Leave**

Due to cultural obligations, an employee of Aboriginal and/or Torres Strait Islander origin may take up to five (5) days unpaid cultural leave in each year. The entitlement will be administered in accordance with section 51 of the *Industrial Relations Act 2016* (Qld).

## **PART 10 – EQUITY AND REQUEST FOR FLEXIBLE WORKING ARRANGEMENTS**

### **10.1 Equity**

- 10.1.1 The parties are committed to the principles of equity and merit and thereby to the objectives of the *Public Service Act 2008* (Qld), the *Anti-Discrimination Act 1991* (Qld) the *Equal Remuneration Principle* (QIRC Statement of Policy 2002).
- 10.1.2 The parties acknowledge that achievement of equity outcomes is largely contingent upon commitment of management to equity outcomes. This will be demonstrated by management practices, the provision of ongoing Equal Employment Opportunity training for managers and employees, the maintenance of Equal Employment Opportunity networks throughout the agency and the commitment to achieve agreed equity outcomes at the facility and corporate office level.

### **10.2 Flexible Working Arrangements**

- 10.2.1 The Flexible Working Arrangements Guideline has been developed for the purpose of achieving work life balance. Queensland Health is committed to implementing all strategies and performance indicators as agreed.
- 10.2.2 In accordance with the *Industrial Relations Act 2016* (Qld) an employee including temporary and casual employees may ask the employer for a change in the way the employee works, including the employee's ordinary hours of work. An example could include the request to work a nine-day fortnight.
- 10.2.3 Further, in accordance with the *Industrial Relations Act 2016* (Qld) the request must:
- (a) be in writing; and
  - (b) state the change in the way the employee works in sufficient detail to allow the employer to make a decision about the request; and
  - (c) state the reasons for the change.
- 10.2.4 The employer may decide to grant the request or grant the request in part or subject to conditions; or refuse the request. The employer may grant the request in part or subject to conditions, or refuse the request, only on reasonable grounds.
- 10.2.5 The employer must give the employee written notice about its decision within 21 days after receiving the request. If the employer decides to grant the request in part or subject to conditions or to refuse the request, the written notice about the decision must state the reasons for the decision, outlining the reasonable grounds for granting the request in part or subject to conditions or for the refusal.

- 10.2.6 The parties acknowledge that increased flexibility and improvements in working arrangements can further the aims of efficiency, effectiveness and equity.

### **10.3 Allocation of Duties and Work/Life Balance**

- 10.3.1 The parties acknowledge that the fair treatment of workers improves productivity and reduces turnover. Where a manager is allocating such conditions and/or responsibilities as rostered hours of work, overtime, higher duties, role allocations and workload, such allocation will be fair and reasonable taking into account operational requirements for workers that express their interest.

- 10.3.2 The parties are committed to ensuring that “work/life” balance policies are promoted. This includes the promotion of “Transition to Retirement” initiatives.

- 10.3.3 The employer is committed to workplace practices that improve the balance between work and family for its employees whilst ensuring safe and adequate patient care. The parties commit to ensuring work life balance is genuinely considered when developing rosters.

### **10.4 Child Care**

- 10.4.1 The parties to this agreement recognise the importance of access to affordable and appropriate childcare for employees. Given the Department of Health (and Hospital and Health Services) is a major public sector employer with a workforce comprising of a high percentage of female employees required to work non-standard hours, access to childcare is an important issue. The parties acknowledge that the availability of appropriate childcare services assists with the recruitment and retention of staff, enhances productivity and improves staff morale. The employer acknowledges the importance of childcare as an employment equity issue.

- 10.4.2 When the Department of Health or a Hospital and Health Service considers facilitation of childcare options, such initiatives will be discussed at the HCF or their equivalent. Where a childcare service is to be provided at a Department of Health or Hospital and Health Service facility, the options for providing this service will include that such employees are public sector employees.

- 10.4.3 The employer will continue to operate the Lady Ramsay Child Care Centre. Child Care workers employed at the Lady Ramsay Child Care Centre will continue to be employed in accordance with the *Hospital and Health Service General Employees (Queensland Health) Award – State 2015*.

### **10.5 Workplace Behaviour**

- 10.5.1 The employer recognises that workplace bullying is a serious workplace issue which is not acceptable and must be eliminated.

- 10.5.2 All employees have the right to be treated fairly and with dignity in an environment free from adverse behaviours such as intimidation, humiliation, harassment, victimisation, discrimination and bullying.

- 10.5.3 The employer recognises that adverse behaviours such as these are serious workplace issues, which are not acceptable and must be eliminated from the workplace.

- 10.5.4 The Code of Conduct for the Queensland Public Service applies to all employees covered by this Agreement. If it is substantiated that an employee is found to have been involved in the above adverse behaviours, this may be a breach of the Code of Conduct and they may be subject to a disciplinary process.

- 10.5.5 The employer supports the accepted industrial principle that all employees have the right to raise concerns with their employer about issues of bullying or workplace behaviour without fear of victimisation. Unions may refer instances of alleged victimisation directly to the EB10IG for attention.

- 10.5.6 The parties will review and develop relevant policies during the life of the Agreement.

- 10.5.7 The employer is committed to protecting and improving the health and wellbeing of all employees and their immediate family by providing employee assistance.

## **10.6 Breastfeeding**

- 10.6.1 Queensland Health is committed to the application of the Public Service Commission Breastfeeding and Work Policy and to a supportive work environment for employees who choose to breastfeed. Decisions made regarding requests for lactation breaks and flexible work options must be fair, transparent, and capable of review.
- 10.6.2 Lactation breaks are to be made available to employees to breastfeed or express breast milk during work hours. Where possible, lactation breaks are to be provided as time off without debit. All Queensland Health employees are entitled to a total of one hour paid lactation break/s for every eight hours worked. For employees requiring more than one hour for combined lactation break/s during a standard working day, flexible work or leave arrangements may be implemented to cover the time in excess of that hour.
- 10.6.3 Workplace facilities should be provided, where practicable, for employees who choose to express breast milk or breast feed their child during work hours.
- 10.6.4 An appropriate workplace facility would include, where practicable;
- (a) A private, clean and hygienic space which is suitably signed and lockable;
  - (b) Appropriate seating with a table or bench to support breastfeeding equipment;
  - (c) Access to a refrigerator and microwave;
  - (d) An appropriate receptacle for rubbish and nappy disposal;
  - (e) A powerpoint suitable for the operation of a breast pump;
  - (f) Access to facilities for nappy changing, washing and drying of hands, and equipment; and
  - (g) Facilities for storing breast feeding equipment (e.g) a cupboard or locker.
- 10.6.5 Where suitable workplace facilities are not available on-site, the employee should discuss suitable alternatives and agree on the most appropriate arrangement with their line manager.
- 10.6.6 Employees who choose to breastfeed should be supported in that choice and treated with dignity and respect in the workplace.

## **PART 11 – RECRUITMENT AND RETENTION**

### **11.1 Exemption from Open Merit for Positions Reclassified from AO2 to AO3**

- 11.1.1 The employer will continue this scheme to allow legitimate incumbents of AO2 positions upgraded to AO3 (through an approved job evaluation process) to be exempted from the open merit selection process. If the incumbent is assessed by a selection panel as able to competently perform all the duties and responsibilities of the higher position, they may be directly appointed to the AO3 position. For this to occur the legitimate incumbent must:
- be a permanently appointed employee;
  - have undertaken the majority of duties and responsibilities of an identical, restructured or revised position for more than 12 months; and
  - in the case of upgraded positions, have been formally appointed to the position that has now been upgraded.
- 11.1.2 If more than one legitimate incumbent has been identified in the relevant Department of Health or Hospital and Health Service work area (e.g. where some but not all the AO2 positions in an area are upgraded to AO3 positions) the most meritorious incumbent/s or surplus employee/s will be appointed. Following notification of appointment in either the Health Services Bulletin or Government Gazette, prevailing appeal or grievance processes will apply.

### **11.2 Base Grade Appointments - Administrative Employees Aged Under 21 Years of Age**

Employees engaged at the base level of the Administrative Stream, aged under 21 years of age, who possess or attain a relevant AQF qualification at level II or higher will be entitled to be remunerated at a minimum of AO2 pay-point 1. Relevant AQF qualifications will be as per the list approved for the purposes of the Administrative Targeted Training Allowance.

### 11.3 Maintenance of Professional Officer/Technical Officer Entitlements

The provisions contained in Schedule 5 continue to have application to professional and technical employees for the life of this agreement.

### 11.4 Operational Stream Aged Based Recruitment

Employees aged 18 years of age and over will commence at the OO2 level.

### 11.5 Closed Merit Selection Process for Filling Vacancies

11.5.1 The provisions in this clause are not impacted by, nor do they impact the conversion of casual and temporary employees to permanent employment provisions in clause 6.3 of this agreement. Those provisions relate to the commitment of the Queensland Government to maximise permanent employment.

11.5.2 The parties to this agreement agree to fill vacant full-time roles by offering such to those permanent part-time employees working in the work unit, who seek to work full-time.

11.5.3 If there are any vacant hours remaining after the process in clause 11.5.2 has been conducted, the remaining vacant hours will then be offered to those permanent part-time employees working in the work unit, who seek to work additional ordinary hours on a permanent basis up to 64 hours per fortnight, or full-time.

11.5.4 The offering of full-time roles and additional part-time hours outlined in clauses 11.5.2 and 11.5.3 may occur as a single process with preference first given to those part-time employees seeking full-time work.

11.5.5 For OO2 Operational roles, the vacant roles and/or hours will be offered to those permanent part-time employees working at the site (example: Hospital) rather than the work unit.

11.5.6 If vacant hours still remain unfilled, the remaining vacant hours will be offered by a closed merit process, restricted to those casual and temporary employees working at the site (example: Hospital) who have two years or more continuous service for base grade or non-base grade roles. Preference for base grade roles will be given to those employees with more than four years continuous service.

11.5.7 Where a casual or temporary employee is unsuccessful in being offered vacant hours via the closed merit selection process in clause 11.5.6, the employer will establish an order of merit. The order of merit will be used by the employer to offer vacant hours to those casual and temporary employees when the process for offering vacant hours to casual and temporary employees as per clause 11.5.6 is next available.

### 11.6 Replacement of Existing Staff

11.6.1 This clause will not have application in instances where organisational change is occurring in accordance with the provisions relating to Organisational Change and Restructuring – clause 4.1 of this agreement.

11.6.2 There is no intention that there will be a net reduction of Department of Health or Hospital and Health Service staffing during the life of this agreement. However, the parties recognise that the employer does not maintain fixed establishment numbers.

11.6.3 Having regard to workload management issues, the parties agree that where a permanent employee leaves due to retirement, resignation, termination, transfer or promotion they will be replaced by a permanent employee as follows:

- **Base Grade Staff** –commence process to replace staff within 3 days of retirement, resignation, termination, transfer or promotion or within 3 days of notice given (whichever is sooner) and will be completed within 1 month; and/or
- **Other than Base Grade Staff** –commence process to replace staff within 14 days of retirement, resignation, termination, transfer or promotion or within 14 days of notice given (whichever is

sooner). This process will be completed as soon as practicable and the parties expect this to take no longer than 3 months. It is recognised that consideration will be given to the timeframes for appeal mechanisms for other than base grade staff.

- 11.6.4 Where an issue that can legitimately extend the time to fill arrangements set out above, for example genuine demonstrated reductions in workload, or seasonal issues (e.g. Christmas/New Year closure period), a proposal from management to extend the replacement period, or postpone the replacement, will be forwarded to the relevant union/s for agreement, ahead of the timeframes outlined in clause 11.6.3. The matter will be noted at the next Health Consultative Forum.

## **11.7 Additional Permanent Hours for Part-time Employees**

- 11.7.1 Part-time employees, following approval, may work more than their substantive (contracted) hours on an ad-hoc or temporary basis. Where an employee works more than their substantive (contracted) hours on a regular basis over a twelve (12) month period, the employee may request an amendment to their substantive permanent part-time hours to reflect the increased hours worked. Such requests should not be unreasonably refused.
- 11.7.2 Any agreed permanent increase to an employee's substantive part-time hours is limited to a maximum of 64 hours per fortnight for part-time employees employed under the *Hospital and Health Service General Employees Award - State 2015*, or full-time.

## **11.8 Maximum 12 Ordinary Hours per Day**

- 11.8.1 Clause 15.1(a) of the *Queensland Public Service Officers and Other Employees Award - State 2015* limits the ordinary hours of work to a maximum of 9.5 hours per day.
- 11.8.2 Clause 15.1(e) of the *Hospital and Health Service General Employees Award - State 2015* limits the ordinary hours of work to a maximum of 10 hours per day.
- 11.8.3 The parties agree ordinary hours of duty per day limits in clauses 11.8.1 and 11.8.2 may be increased to a maximum of twelve (12) ordinary hours of duty per day for the life of this Agreement.

## **11.9 Attraction and Retention Incentives**

- 11.9.1 Queensland Health recognises the need to respond to demonstrable supply and skills shortages and current or emerging employee retention issues.
- 11.9.2 Queensland Health supports the payment of attraction and retention incentives of up to 10% of the employee's base rate where it is necessary to address:
- (a) supply and skills shortages;
  - (b) interstate and private sector market wage rates and demand; and
  - (c) the ability to maintain critical service delivery requirements.
- 11.9.3 A Health Service Chief Executive or the Director-General, at their discretion in accordance with clause 11.9.2, may offer an attraction and retention incentive of up to 10% of the employee's base rate.
- 11.9.4 Discretionary attraction and retention incentive payments made in accordance with clause 11.9.3 are inclusive of any other attraction and retention payments including the locality allowance at clause 2.8 of this Agreement and Schedule 9 of the *Hospital and Health Service General Employees (Queensland Health) Award - State 2015*, and the rural allowance for Professional and Technical employees at Schedule 5 of this Agreement and will not result in an overall reduction of attraction and retention payments to the employee.
- 11.9.5 Attraction and retention incentive payments are for a pre-determined period including periods of paid leave and are not for the purpose of providing performance-based rewards. Management will review each attraction and retention incentive payment in consultation with the employee within three (3) months of any pre-determined period end date.
- 11.9.6 Hospital and Health Services will report to unions annually on the number of employees who received the attraction and retention incentive payments in the preceding financial year.

### **11.10 Recruitment Outcomes**

Where an order of merit is established for a recurring vacancy, an employee may request to be notified where in the order they may have placed and that they meet the key attributes and are considered suitable for future appointment within 12 months (subject to delegate consideration).

## **PART 12 - PROJECTS, REVIEWS and ORGANISATIONAL IMPROVEMENT**

### **12.1 Commitment to Service Improvement**

It is a term of this agreement that the union parties will cooperate with the employer pursuing an ongoing program of service improvement and revenue strategies.

### **12.2 Reviews**

12.2.1 The parties will agree on terms of reference for the conduct of reviews provided for in the agreement. A review working group will be formed for each review, with membership comprised of representatives from the Department of Health, Hospital and Health Services and unions, the number and composition relevant to the particular review being conducted.

12.2.2 Agreed outcomes or recommendations of the reviews will be implemented over the life of the agreement.

12.2.3 The parties will work collaboratively to review the following:

- Establishment of a process to consider compassionate transfers (within 12 months after certification);
- The Workforce Workload Management Kit supporting documents (within 12 months after certification) with training to be promoted to all employees and be available online. The parties are committed to including pro-active statements and principles in the Workforce Workload Management Kit supporting documents.
- HR Policies C29 *Mental Health Allowance* and C30 *Environmental Allowance – Mental Health High Security and Secure Mental Health Rehabilitation Units* to include current locations; and
- Wardsperson and portering classifications.

12.2.4 The parties also agree to undertake a joint review for-the following matters:

- The parties agree to a joint review of AO2 positions within Queensland Ambulance Services utilising JEMS and/or benchmarking as agreed. Outcomes of the review will be position based and any position which is upgraded as a result of the review, will be filled in accordance with clause 11 of the Agreement and/or the Recruitment and Selection Directive 15/13.
- The parties agree to form a working group to review the term “two whole consecutive rostered days off” as contained in clause 15.1 of the *Hospital and Health Service General Employees (Queensland Health) Award - State 2015*. Any recommendations from the working group will be provided to EB10IG.

### **12.3 Operational Services Manual**

12.3.1 The parties acknowledge the importance of continuing workforce innovation, within a framework based on quality, safety and cost effectiveness.

12.3.2 A review working group with membership comprised of representatives from the Department of Health, Hospital and Health Services and unions will be formed to review the Operational Services Manual (OSM) during the life of the agreement for currency, functionality and to consider the changing nature of operational roles and to remove clinical assistant roles.

### **12.4 Clinical Coder Review**

12.4.1 The parties agree to undertake a review of clinical coders including, but not limited to, clinical coder staffing levels, education, and wages, in relation to meeting current and future clinical coding needs of Queensland Health.



- 12.4.2 The review will examine:
- (a) the numbers of clinical coders needed to meet coding requirements;
  - (b) trainee numbers entering the system to satisfy current and future needs;
  - (c) education process for clinical coders;
  - (d) opportunities for traineeships for the existing Queensland Health workforce;
  - (e) the effectiveness of remuneration rates to attraction and/or retention of clinical coders in Queensland Health; and
  - (f) any other items agreed to by the parties.
- 12.4.3 The parties will agree on a terms of reference for the review and the review will be completed by 31 December 2020.
- 12.4.4 A review working group will be formed for the review of clinical coders, with membership comprised of representation from the Department of Health, Hospital and Health Services and unions, the number and composition relevant to the particular review being conducted.
- 12.4.5 A fund of \$1 million will be established to fund agreed cost related recommendations arising from the review and this clause 12.4.5 applies to the extent of any inconsistency with clause 12.2.2
- 12.4.6 Release of funds outlined in clause 12.4.5 for the agreed cost related recommendations arising out of the review will be subject to approval by the Director General, Queensland Health utilising departmental briefing processes. Agreed cost related recommendations which are approved for release of funds will be implemented during the life of the Agreement.
- 12.4.7 Prioritisation of the agreed cost related recommendations for funding under clause 12.4.5 will be determined by agreement between the parties.
- 12.4.8 No further funds will be made available throughout the life of this agreement for cost related recommendations arising out of the review beyond the funds outlined in clause 12.4.5.
- 12.4.9 Agreed non-cost recommendations arising from the review will be implemented during the life of the Agreement.
- 12.4.10 Any disputes arising from the review will be dealt with pursuant to clause 1.12 Prevention and Settlement of Dispute Relating to the Interpretation, application or Operation of this Agreement.

## **12.5 Work Value Assessment**

- 12.5.1 The parties are committed to ensuring that the value of work performed by employees is assessed according to fair, consistent and appropriate processes and structures.
- 12.5.2 The centralised database of job evaluation information and a library of standard titles, role descriptions and classification levels that are recognised as benchmarks will continue.
- 12.5.3 It is the intent of the parties that the appropriate classification of positions can be established by utilising a matching process with benchmarked role descriptions held in a role description library as an alternative to a full JEMS assessment. Employers will continue to adopt the benchmarked role descriptions where appropriate.
- 12.5.4 The parties agree to establish a working group to further develop a library of standard role descriptions and classification levels that could be recognised as benchmarks which will be accessible to all employees.

## **PART 13 – OPERATIONAL STREAM SPECIFIC PROVISIONS**

### **13.1 Arrangements for OO2s Providing Training**

- 13.1.1 Where OO2 employees are expected to provide defined training to other staff the following is to apply.
- 13.1.2 In all circumstances, a training plan must be developed, in consultation with the supervisor, which will outline skills to be developed and the estimated time required.
- 13.1.3 Where a Hospital and Health Service or equivalent does not have a dedicated trainer or an employee classified at OO3 or higher to perform any required training, the supervisor is to seek approval from the relevant Manager to either source a suitable trainer, access other formal training options from another location or to approve the payment of higher duties, in accordance with the *Hospital and Health Service General Employees (Queensland Health) Award - State 2015* or the *Queensland Public Service Officers and Other Employees Award – State 2015* provisions, as relevant, for a suitably skilled and experienced OO2 employee who has agreed to provide such training.
- 13.1.4 The higher duties payments will be equivalent to the OO3 classification level in recognition of the higher level work being completed when providing the defined training and will be paid from the first day (see definition below). Such payment will be made up to a maximum of two days. Where a dispute arises from this clause, the matter will be referred to PHOC for resolution.
- 13.1.5 For the purposes of this provision training is defined as:
- orientation programs;
  - the allocation of dedicated time to complete the training and not for a few hours intermittently;
  - the development of capability of other staff in critical skills or systems required for a position.
- 13.1.6 Training will not include:
- handover in a workplace;
  - describing processes specific to a unit or workplace which do not require training in critical skills or systems required for a position.

### **13.2 Higher Duties**

Employees (including OO2 employees) acting in higher duties in respect to supervisory roles in the classifications of OO3 – OO6 will be entitled to higher duties if undertaking the role for more than 4 hours in any one day.

### **13.3 Accrued Days Off for Operational Stream Employees**

- 13.3.1 The parties agree that any removal of Accrued Day Off arrangements provided by clause 15.1(g) of the *Hospital and Health Service General Employees (Queensland Health) Award – State 2015*, requires a vote of affected employees.
- 13.3.2 The parties also agree that any vote to remove Accrued Days Off arrangements shall be limited to permanent employees.
- 13.3.3 The parties agree that prior to any vote to remove Accrued Days Off arrangements, consultation will occur with the affected employees and the relevant union/s, so that those affected by the change are well informed before any vote is taken.

### **13.4 Home and Community Care (HACC)**

- 13.4.1 Hospital and Health Services currently providing home and community care (HACC) services will continue to make funding applications and provide those services subject to the continuation of funding. In the event of funding/HACC services being discontinued, Queensland Health will advise affected staff and relevant unions as soon as practicable.
- 13.4.2 Queensland Health will work with staff and relevant unions in considering the following:
- (a) Other employment opportunities within the Hospital and Health Service; and
  - (b) Where possible, employees may take up employment with the new provider; and
  - (c) As a last resort, receive a voluntary redundancy offer.

- 13.4.3 Home and community care employees are required to wear uniform shirts which identify them as a home and community care employees. After local consultation between the employer and home and community care employees, uniforms are to be provided in accordance with clauses 30 (a)-(b) of the *Hospital and Health Service General Employees (Queensland Health) Award – State 2015*.
- 13.4.4 Home and community care employees are to receive the laundry allowance provided at clause 30 (c)(ii) of the *Hospital and Health Service General Employees (Queensland Health) Award – State 2015*.

### **13.5 Workplace Conduct Review**

- 13.5.1 The employer agrees to commission external expert advice on how to better prevent and respond to bullying and harassment in the workplace. The purpose of this advice will be to provide the employer with effective strategies to reduce instances of bullying in the workplace and improved processes for handling bullying complaints.
- 13.5.2 The terms of reference and the external experts commissioned to members of the advisory panel are to be agreed between the employer and the Australian Workers Union.
- 13.5.3 The terms of reference will provide, inter alia, that employees (through their unions) will be able to make submissions directly to the advisory panel.
- 13.5.4 The terms of reference will also provide for an organisational health assessment to be conducted at a number of nominated worksites for the purposes of informing the advice on strategies to reduce instances of workplace bullying.
- 13.5.5 The parties agree that this process will commence within one month of certification of the agreement, and the employer will action the advice provided within six months of receiving it.

## **PART 14 – ADMINISTRATIVE STREAM SPECIFIC PROVISIONS**

### **14.1 Access to Flexitime or Rostered Days Off for Administrative Staff**

The employer recognises the right of all administrative staff to have access to either flexitime or rostered days off. No administrative stream employee will be required to work standard hours only, unless determined as a consequence of disciplinary procedures. This clause cannot be used to alter current arrangements of flexitime or rostered days off.

## **PART 15 – VARIABLE HOURS OF WORK ARRANGEMENTS**

- 15.1 The parties agree to the Queensland Health Variable Working Hours Arrangement as expressed in Schedule 3.
- 15.2 The parties agree the Queensland Ambulance Service Hours of Work Arrangements as contained in Schedule 4, applies to Queensland Ambulance Service employees.

## **PART 16 – NO FURTHER CLAIMS**

- 16.1 This agreement is in full and final settlement of all parties' claims for its duration. It is a term of this agreement that no party will pursue any extra claims relating to wages or conditions of employment whether dealt with in this agreement or not.
- 16.2 This agreement covers all matters or claims that could otherwise be subject to protected industrial action.
- 16.3 It is agreed that the following changes may be made to employees' rights and entitlements during the life of this agreement:
- (a) general Rulings and Statements of Policy issued by the Queensland Industrial Relations Commission that provide conditions that are not less favourable than current conditions;

- (b) decisions, government policy, or Directives under the *Public Service Act 2008* (Qld) where applied through regulation or *Hospital and Health Boards Act 2011* (Qld) that provide conditions that are not less favourable than current conditions; and
  - (c) any improvements in conditions that are determined on a whole-of government basis; and
  - (d) reclassifications.
- 16.4 Unless inconsistent with the terms of this agreement, the entitlement of employees covered by this agreement as contained in awards, agreements, Ministerial Directives, Health Employment Directives, Health Service Directives or determinations made under the *Public Service Act 2008* (Qld) or *Hospital and Health Boards Act 2011* (Qld) effective at the date this agreement was made will not be reduced for the life of this agreement.
- 16.5 There shall be no diminution of existing conditions for employees under this agreement with the understanding that non-inclusion of the *Queensland Public Health Sector Certified Agreement (No. 9) 2016* (EB9) provisions which have been completed or no longer have effect will not be considered diminution.
- 16.6 The parties agree to review the implementation of temporary to permanent conversion for employees covered by this agreement and the *Hospital and Health Service General Employees (Queensland Health) Award - State 2015*, to ensure that these instruments are consistent with the intent of whole of government policy regarding temporary to permanent conversion processes.

**SCHEDULE 1 - WAGE RATES***Queensland Public Service Officers and Other Employees Award - State 2015***ADMINISTRATIVE STREAM**

Classification	Pay point	Wage Rates payable from 01/09/2019		Wage Rates payable from 01/09/2021		Wage Rates payable from 01/03/2022	
		Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
L1	1	\$1,686.60	\$44,002	\$1,728.80	\$45,103	\$1,772.00	\$46,230
	2	\$1,767.30	\$46,108	\$1,811.50	\$47,261	\$1,856.80	\$48,443
	3	\$1,847.70	\$48,205	\$1,893.90	\$49,410	\$1,941.20	\$50,645
L2	1	\$2,030.50	\$52,974	\$2,081.30	\$54,300	\$2,133.30	\$55,656
	2	\$2,071.20	\$54,036	\$2,123.00	\$55,388	\$2,176.10	\$56,773
	3	\$2,113.40	\$55,137	\$2,166.20	\$56,515	\$2,220.40	\$57,929
	4	\$2,155.40	\$56,233	\$2,209.30	\$57,639	\$2,264.50	\$59,079
	5	\$2,197.50	\$57,331	\$2,252.40	\$58,764	\$2,308.70	\$60,232
	6	\$2,241.00	\$58,466	\$2,297.00	\$59,927	\$2,354.40	\$61,425
	7	\$2,289.60	\$59,734	\$2,346.80	\$61,226	\$2,405.50	\$62,758
	8	\$2,342.70	\$61,119	\$2,401.30	\$62,648	\$2,461.30	\$64,214
L3	1	\$2,488.80	\$64,931	\$2,551.00	\$66,554	\$2,614.80	\$68,218
	2	\$2,582.90	\$67,386	\$2,647.50	\$69,071	\$2,713.70	\$70,798
	3	\$2,677.90	\$69,864	\$2,744.80	\$71,610	\$2,813.40	\$73,400
	4	\$2,772.90	\$72,343	\$2,842.20	\$74,151	\$2,913.30	\$76,006
L4	1	\$2,938.70	\$76,669	\$3,012.20	\$78,586	\$3,087.50	\$80,551
	2	\$3,035.80	\$79,202	\$3,111.70	\$81,182	\$3,189.50	\$83,212
	3	\$3,132.70	\$81,730	\$3,211.00	\$83,773	\$3,291.30	\$85,868
	4	\$3,230.50	\$84,281	\$3,311.30	\$86,389	\$3,394.10	\$88,550
L5	1	\$3,404.10	\$88,811	\$3,489.20	\$91,031	\$3,576.40	\$93,306
	2	\$3,502.20	\$91,370	\$3,589.80	\$93,655	\$3,679.50	\$95,996
	3	\$3,600.50	\$93,934	\$3,690.50	\$96,283	\$3,782.80	\$98,691
	4	\$3,698.70	\$96,496	\$3,791.20	\$98,910	\$3,886.00	\$101,383
L6	1	\$3,903.80	\$101,847	\$4,001.40	\$104,394	\$4,101.40	\$107,003
	2	\$3,995.00	\$104,227	\$4,094.90	\$106,833	\$4,197.30	\$109,505
	3	\$4,085.40	\$106,585	\$4,187.50	\$109,249	\$4,292.20	\$111,980
	4	\$4,176.30	\$108,957	\$4,280.70	\$111,680	\$4,387.70	\$114,472
L7	1	\$4,367.10	\$113,935	\$4,476.30	\$116,783	\$4,588.20	\$119,703
	2	\$4,472.30	\$116,679	\$4,584.10	\$119,596	\$4,698.70	\$122,586
	3	\$4,577.10	\$119,413	\$4,691.50	\$122,398	\$4,808.80	\$125,458
	4	\$4,681.60	\$122,140	\$4,798.60	\$125,192	\$4,918.60	\$128,323
L8	1	\$4,837.60	\$126,210	\$4,958.50	\$129,364	\$5,082.50	\$132,599
	2	\$4,929.80	\$128,615	\$5,053.00	\$131,829	\$5,179.30	\$135,124
	3	\$5,022.60	\$131,036	\$5,148.20	\$134,313	\$5,276.90	\$137,671
	4	\$5,115.40	\$133,457	\$5,243.30	\$136,794	\$5,374.40	\$140,214

## Queensland Public Service Officers and Other Employees Award - State 2015

**PROFESSIONAL STREAM**

Classification	Pay point	Wage Rates payable from 01/09/2019		Wage Rates payable from 01/09/2021		Wage Rates payable from 01/03/2022	
		Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
L1	1	\$1,717.20	\$44,801	\$1,760.10	\$45,920	\$1,804.10	\$47,068
	2	\$1,844.50	\$48,122	\$1,890.60	\$49,324	\$1,937.90	\$50,558
	3	\$1,971.60	\$51,438	\$2,020.90	\$52,724	\$2,071.40	\$54,041
	4	\$2,098.20	\$54,741	\$2,150.70	\$56,110	\$2,204.50	\$57,514
	5	\$2,167.10	\$56,538	\$2,221.30	\$57,952	\$2,276.80	\$59,400
	6	\$2,237.50	\$58,375	\$2,293.40	\$59,833	\$2,350.70	\$61,328
	7	\$2,318.20	\$60,480	\$2,376.20	\$61,993	\$2,435.60	\$63,543
L2	1	\$2,485.80	\$64,853	\$2,547.90	\$66,473	\$2,611.60	\$68,135
	2	\$2,622.80	\$68,427	\$2,688.40	\$70,138	\$2,755.60	\$71,892
	3	\$2,761.60	\$72,048	\$2,830.60	\$73,848	\$2,901.40	\$75,695
	4	\$2,900.10	\$75,662	\$2,972.60	\$77,553	\$3,046.90	\$79,491
	5	\$3,038.60	\$79,275	\$3,114.60	\$81,258	\$3,192.50	\$83,290
	6	\$3,176.60	\$82,875	\$3,256.00	\$84,947	\$3,337.40	\$87,070
L3	1	\$3,336.70	\$87,052	\$3,420.10	\$89,228	\$3,505.60	\$91,459
	2	\$3,438.40	\$89,705	\$3,524.40	\$91,949	\$3,612.50	\$94,248
	3	\$3,539.90	\$92,353	\$3,628.40	\$94,662	\$3,719.10	\$97,029
	4	\$3,642.20	\$95,022	\$3,733.30	\$97,399	\$3,826.60	\$99,833
L4	1	\$3,877.60	\$101,164	\$3,974.50	\$103,692	\$4,073.90	\$106,285
	2	\$3,977.20	\$103,762	\$4,076.60	\$106,356	\$4,178.50	\$109,014
	3	\$4,076.30	\$106,348	\$4,178.20	\$109,006	\$4,282.70	\$111,733
	4	\$4,176.30	\$108,957	\$4,280.70	\$111,680	\$4,387.70	\$114,472
L5	1	\$4,367.10	\$113,935	\$4,476.30	\$116,783	\$4,588.20	\$119,703
	2	\$4,472.30	\$116,679	\$4,584.10	\$119,596	\$4,698.70	\$122,586
	3	\$4,577.10	\$119,413	\$4,691.50	\$122,398	\$4,808.80	\$125,458
	4	\$4,681.60	\$122,140	\$4,798.60	\$125,192	\$4,918.60	\$128,323
L6	1	\$4,837.60	\$126,210	\$4,958.50	\$129,364	\$5,082.50	\$132,599
	2	\$4,929.80	\$128,615	\$5,053.00	\$131,829	\$5,179.30	\$135,124
	3	\$5,022.60	\$131,036	\$5,148.20	\$134,313	\$5,276.90	\$137,671
	4	\$5,115.40	\$133,457	\$5,243.30	\$136,794	\$5,374.40	\$140,214

*Queensland Public Service Officers and Other Employees Award - State 2015***TECHNICAL STREAM**

Classification	Pay point	Wage Rates payable from 01/09/2019		Wage Rates payable from 01/09/2021		Wage Rates payable from 01/03/2022	
		Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
L1	1	\$1,717.20	\$44,801	\$1,760.10	\$45,920	\$1,804.10	\$47,068
	2	\$1,844.50	\$48,122	\$1,890.60	\$49,324	\$1,937.90	\$50,558
	3	\$1,971.60	\$51,438	\$2,020.90	\$52,724	\$2,071.40	\$54,041
	4	\$2,098.20	\$54,741	\$2,150.70	\$56,110	\$2,204.50	\$57,514
	5	\$2,167.10	\$56,538	\$2,221.30	\$57,952	\$2,276.80	\$59,400
	6	\$2,237.50	\$58,375	\$2,293.40	\$59,833	\$2,350.70	\$61,328
	7	\$2,318.20	\$60,480	\$2,376.20	\$61,993	\$2,435.60	\$63,543
L2	1	\$2,351.50	\$61,349	\$2,410.30	\$62,883	\$2,470.60	\$64,456
	2	\$2,428.20	\$63,350	\$2,488.90	\$64,934	\$2,551.10	\$66,556
	3	\$2,512.10	\$65,539	\$2,574.90	\$67,177	\$2,639.30	\$68,857
	4	\$2,598.20	\$67,785	\$2,663.20	\$69,481	\$2,729.80	\$71,219
	5	\$2,685.40	\$70,060	\$2,752.50	\$71,811	\$2,821.30	\$73,606
	6	\$2,772.90	\$72,343	\$2,842.20	\$74,151	\$2,913.30	\$76,006
L3	1	\$2,938.70	\$76,669	\$3,012.20	\$78,586	\$3,087.50	\$80,551
	2	\$3,018.10	\$78,740	\$3,093.60	\$80,710	\$3,170.90	\$82,727
	3	\$3,096.90	\$80,796	\$3,174.30	\$82,815	\$3,253.70	\$84,887
	4	\$3,176.60	\$82,875	\$3,256.00	\$84,947	\$3,337.40	\$87,070
L4	1	\$3,336.70	\$87,052	\$3,420.10	\$89,228	\$3,505.60	\$91,459
	2	\$3,444.20	\$89,857	\$3,530.30	\$92,103	\$3,618.60	\$94,407
	3	\$3,550.70	\$92,635	\$3,639.50	\$94,952	\$3,730.50	\$97,326
L5	1	\$3,698.70	\$96,496	\$3,791.20	\$98,910	\$3,886.00	\$101,383
	2	\$3,808.00	\$99,348	\$3,903.20	\$101,832	\$4,000.80	\$104,378
	3	\$3,917.10	\$102,194	\$4,015.00	\$104,748	\$4,115.40	\$107,368
	4	\$4,026.50	\$105,049	\$4,127.20	\$107,676	\$4,230.40	\$110,368
L6	1	\$4,157.00	\$108,453	\$4,260.90	\$111,164	\$4,367.40	\$113,942
	2	\$4,261.80	\$111,187	\$4,368.30	\$113,966	\$4,477.50	\$116,815
	3	\$4,367.10	\$113,935	\$4,476.30	\$116,783	\$4,588.20	\$119,703

*Queensland Public Service Officers and Other Employees Award - State 2015***OPERATIONAL STREAM**

Classification	Pay point	Wage Rates payable from 01/09/2019		Wage Rates payable from 01/09/2021		Wage Rates payable from 01/03/2022	
		Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
L1	1	\$1,531.50	\$39,956	\$1,569.80	\$40,955	\$1,609.00	\$41,978
	2	\$1,626.00	\$42,421	\$1,666.70	\$43,483	\$1,708.40	\$44,571
	3	\$1,720.40	\$44,884	\$1,763.40	\$46,006	\$1,807.50	\$47,156
	4	\$1,815.10	\$47,355	\$1,860.50	\$48,539	\$1,907.00	\$49,752
	5	\$1,909.80	\$49,825	\$1,957.50	\$51,070	\$2,006.40	\$52,346
	6	\$2,004.50	\$52,296	\$2,054.60	\$53,603	\$2,106.00	\$54,944
L2	1	\$2,030.50	\$52,974	\$2,081.30	\$54,300	\$2,133.30	\$55,656
	2	\$2,073.50	\$54,096	\$2,125.30	\$55,448	\$2,178.40	\$56,833
	3	\$2,117.90	\$55,254	\$2,170.80	\$56,635	\$2,225.10	\$58,051
	4	\$2,161.50	\$56,392	\$2,215.50	\$57,801	\$2,270.90	\$59,246
	5	\$2,196.80	\$57,313	\$2,251.70	\$58,745	\$2,308.00	\$60,214
L3	1	\$2,205.00	\$57,527	\$2,260.10	\$58,964	\$2,316.60	\$60,438
	2	\$2,222.40	\$57,981	\$2,278.00	\$59,431	\$2,335.00	\$60,918
	3	\$2,258.40	\$58,920	\$2,314.90	\$60,394	\$2,372.80	\$61,905
	4	\$2,299.20	\$59,984	\$2,356.70	\$61,485	\$2,415.60	\$63,021
L4	1	\$2,381.80	\$62,139	\$2,441.30	\$63,692	\$2,502.30	\$65,283
	2	\$2,452.50	\$63,984	\$2,513.80	\$65,583	\$2,576.60	\$67,222
	3	\$2,526.90	\$65,925	\$2,590.10	\$67,574	\$2,654.90	\$69,264
	4	\$2,603.20	\$67,916	\$2,668.30	\$69,614	\$2,735.00	\$71,354
L5	1	\$2,672.00	\$69,711	\$2,738.80	\$71,453	\$2,807.30	\$73,240
	2	\$2,761.20	\$72,038	\$2,830.20	\$73,838	\$2,901.00	\$75,685
	3	\$2,849.90	\$74,352	\$2,921.10	\$76,209	\$2,994.10	\$78,114
	4	\$2,938.70	\$76,669	\$3,012.20	\$78,586	\$3,087.50	\$80,551
L6	1	\$3,067.50	\$80,029	\$3,144.20	\$82,030	\$3,222.80	\$84,081
	2	\$3,148.80	\$82,150	\$3,227.50	\$84,203	\$3,308.20	\$86,309
	3	\$3,230.50	\$84,281	\$3,311.30	\$86,389	\$3,394.10	\$88,550
L7	1	\$3,385.30	\$88,320	\$3,469.90	\$90,527	\$3,556.60	\$92,789
	2	\$3,467.90	\$90,475	\$3,554.60	\$92,737	\$3,643.50	\$95,056
	3	\$3,550.70	\$92,635	\$3,639.50	\$94,952	\$3,730.50	\$97,326



*Hospital and Health Service General Employees (Queensland Health) Award - State 2015***ADMINISTRATIVE STREAM**

Classification	Pay Point	Wage Rates payable from 01/09/2019		Wage Rates payable from 01/09/2021		Wage Rates payable from 01/03/2022	
		Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
L1	1	\$1,673.50	\$43,660	\$1,715.30	\$44,751	\$1,758.20	\$45,870
	2	\$1,756.70	\$45,831	\$1,800.60	\$46,976	\$1,845.60	\$48,150
	3	\$1,838.90	\$47,976	\$1,884.90	\$49,176	\$1,932.00	\$50,405
L2	1	\$2,028.60	\$52,925	\$2,079.30	\$54,247	\$2,131.30	\$55,604
	2	\$2,070.80	\$54,026	\$2,122.60	\$55,377	\$2,175.70	\$56,762
	3	\$2,114.40	\$55,163	\$2,167.30	\$56,543	\$2,221.50	\$57,957
	4	\$2,157.80	\$56,295	\$2,211.70	\$57,702	\$2,267.00	\$59,144
	5	\$2,201.40	\$57,433	\$2,256.40	\$58,868	\$2,312.80	\$60,339
	6	\$2,247.10	\$58,625	\$2,303.30	\$60,091	\$2,360.90	\$61,594
	7	\$2,298.50	\$59,966	\$2,356.00	\$61,466	\$2,414.90	\$63,003
	8	\$2,354.20	\$61,419	\$2,413.10	\$62,956	\$2,473.40	\$64,529
L3	1	\$2,507.80	\$65,427	\$2,570.50	\$67,063	\$2,634.80	\$68,740
	2	\$2,605.30	\$67,970	\$2,670.40	\$69,669	\$2,737.20	\$71,412
	3	\$2,704.60	\$70,561	\$2,772.20	\$72,325	\$2,841.50	\$74,133
	4	\$2,802.90	\$73,126	\$2,873.00	\$74,955	\$2,944.80	\$76,828
L4	1	\$2,974.60	\$77,605	\$3,049.00	\$79,546	\$3,125.20	\$81,534
	2	\$3,075.60	\$80,240	\$3,152.50	\$82,246	\$3,231.30	\$84,302
	3	\$3,175.80	\$82,854	\$3,255.20	\$84,926	\$3,336.60	\$87,050
	4	\$3,277.20	\$85,500	\$3,359.10	\$87,637	\$3,443.10	\$89,828
L5	1	\$3,457.10	\$90,193	\$3,543.50	\$92,447	\$3,632.10	\$94,759
	2	\$3,558.70	\$92,844	\$3,647.70	\$95,166	\$3,738.90	\$97,545
	3	\$3,660.30	\$95,495	\$3,751.80	\$97,882	\$3,845.60	\$100,329
	4	\$3,761.50	\$98,135	\$3,855.50	\$100,587	\$3,951.90	\$103,102
L6	1	\$3,974.30	\$103,687	\$4,073.70	\$106,280	\$4,175.50	\$108,936
	2	\$4,068.90	\$106,155	\$4,170.60	\$108,808	\$4,274.90	\$111,529
	3	\$4,162.90	\$108,607	\$4,267.00	\$111,323	\$4,373.70	\$114,107
	4	\$4,257.20	\$111,067	\$4,363.60	\$113,843	\$4,472.70	\$116,690
L7	1	\$4,454.80	\$116,223	\$4,566.20	\$119,129	\$4,680.40	\$122,108
	2	\$4,563.40	\$119,056	\$4,677.50	\$122,033	\$4,794.40	\$125,082
	3	\$4,672.40	\$121,900	\$4,789.20	\$124,947	\$4,908.90	\$128,070
	4	\$4,780.90	\$124,730	\$4,900.40	\$127,848	\$5,022.90	\$131,044
L8	1	\$4,941.90	\$128,931	\$5,065.40	\$132,153	\$5,192.00	\$135,456
	2	\$5,038.20	\$131,443	\$5,164.20	\$134,730	\$5,293.30	\$138,098
	3	\$5,133.80	\$133,937	\$5,262.10	\$137,284	\$5,393.70	\$140,718
	4	\$5,229.10	\$136,423	\$5,359.80	\$139,833	\$5,493.80	\$143,329

*Hospital and Health Service General Employees (Queensland Health) Award - State 2015***PROFESSIONAL STREAM**

Classification	Pay Point	Wage Rates payable from 01/09/2019		Wage Rates payable from 01/09/2021		Wage Rates payable from 01/03/2022	
		Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
L1	1	\$1,703.20	\$44,435	\$1,745.80	\$45,547	\$1,789.40	\$46,684
	2	\$1,835.30	\$47,882	\$1,881.20	\$49,079	\$1,928.20	\$50,305
	3	\$1,967.20	\$51,323	\$2,016.40	\$52,606	\$2,066.80	\$53,921
	4	\$2,098.50	\$54,748	\$2,151.00	\$56,118	\$2,204.80	\$57,522
	5	\$2,170.20	\$56,619	\$2,224.50	\$58,036	\$2,280.10	\$59,486
	6	\$2,243.20	\$58,523	\$2,299.30	\$59,987	\$2,356.80	\$61,487
	7	\$2,328.30	\$60,744	\$2,386.50	\$62,262	\$2,446.20	\$63,820
L2	1	\$2,505.30	\$65,361	\$2,567.90	\$66,995	\$2,632.10	\$68,670
	2	\$2,648.20	\$69,090	\$2,714.40	\$70,817	\$2,782.30	\$72,588
	3	\$2,791.00	\$72,815	\$2,860.80	\$74,636	\$2,932.30	\$76,502
	4	\$2,934.50	\$76,559	\$3,007.90	\$78,474	\$3,083.10	\$80,436
	5	\$3,078.60	\$80,318	\$3,155.60	\$82,327	\$3,234.50	\$84,386
	6	\$3,221.70	\$84,052	\$3,302.20	\$86,152	\$3,384.80	\$88,307
L3	1	\$3,386.90	\$88,362	\$3,471.60	\$90,572	\$3,558.40	\$92,836
	2	\$3,492.70	\$91,122	\$3,580.00	\$93,400	\$3,669.50	\$95,735
	3	\$3,598.50	\$93,882	\$3,688.50	\$96,230	\$3,780.70	\$98,636
	4	\$3,704.00	\$96,635	\$3,796.60	\$99,051	\$3,891.50	\$101,526
L4	1	\$3,947.30	\$102,982	\$4,046.00	\$105,557	\$4,147.20	\$108,197
	2	\$4,050.60	\$105,677	\$4,151.90	\$108,320	\$4,255.70	\$111,028
	3	\$4,153.50	\$108,362	\$4,257.30	\$111,070	\$4,363.70	\$113,846
	4	\$4,257.20	\$111,067	\$4,363.60	\$113,843	\$4,472.70	\$116,690
L5	1	\$4,454.80	\$116,223	\$4,566.20	\$119,129	\$4,680.40	\$122,108
	2	\$4,563.40	\$119,056	\$4,677.50	\$122,033	\$4,794.40	\$125,082
	3	\$4,672.40	\$121,900	\$4,789.20	\$124,947	\$4,908.90	\$128,070
	4	\$4,780.90	\$124,730	\$4,900.40	\$127,848	\$5,022.90	\$131,044
L6	1	\$4,941.90	\$128,931	\$5,065.40	\$132,153	\$5,192.00	\$135,456
	2	\$5,038.20	\$131,443	\$5,164.20	\$134,730	\$5,293.30	\$138,098
	3	\$5,133.80	\$133,937	\$5,262.10	\$137,284	\$5,393.70	\$140,718
	4	\$5,229.10	\$136,423	\$5,359.80	\$139,833	\$5,493.80	\$143,329

*Hospital and Health Service General Employees (Queensland Health) Award - State 2015***TECHNICAL STREAM**

Classification	Pay Point	Wage Rates payable from 01/09/2019		Wage Rates payable from 01/09/2021		Wage Rates payable from 01/03/2022	
		Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
L1	1	\$1,703.20	\$44,435	\$1,745.80	\$45,547	\$1,789.40	\$46,684
	2	\$1,835.30	\$47,882	\$1,881.20	\$49,079	\$1,928.20	\$50,305
	3	\$1,967.20	\$51,323	\$2,016.40	\$52,606	\$2,066.80	\$53,921
	4	\$2,098.50	\$54,748	\$2,151.00	\$56,118	\$2,204.80	\$57,522
	5	\$2,170.20	\$56,619	\$2,224.50	\$58,036	\$2,280.10	\$59,486
	6	\$2,243.20	\$58,523	\$2,299.30	\$59,987	\$2,356.80	\$61,487
	7	\$2,328.30	\$60,744	\$2,386.50	\$62,262	\$2,446.20	\$63,820
L2	1	\$2,363.30	\$61,657	\$2,422.40	\$63,199	\$2,483.00	\$64,780
	2	\$2,444.70	\$63,780	\$2,505.80	\$65,375	\$2,568.40	\$67,008
	3	\$2,531.60	\$66,048	\$2,594.90	\$67,699	\$2,659.80	\$69,392
	4	\$2,621.80	\$68,401	\$2,687.30	\$70,110	\$2,754.50	\$71,863
	5	\$2,712.40	\$70,765	\$2,780.20	\$72,533	\$2,849.70	\$74,347
	6	\$2,802.90	\$73,126	\$2,873.00	\$74,955	\$2,944.80	\$76,828
L3	1	\$2,974.60	\$77,605	\$3,049.00	\$79,546	\$3,125.20	\$81,534
	2	\$3,056.80	\$79,750	\$3,133.20	\$81,743	\$3,211.50	\$83,786
	3	\$3,139.60	\$81,910	\$3,218.10	\$83,958	\$3,298.60	\$86,058
	4	\$3,221.70	\$84,052	\$3,302.20	\$86,152	\$3,384.80	\$88,307
L4	1	\$3,386.90	\$88,362	\$3,471.60	\$90,572	\$3,558.40	\$92,836
	2	\$3,497.80	\$91,255	\$3,585.20	\$93,535	\$3,674.80	\$95,873
	3	\$3,608.90	\$94,154	\$3,699.10	\$96,507	\$3,791.60	\$98,920
L5	1	\$3,761.50	\$98,135	\$3,855.50	\$100,587	\$3,951.90	\$103,102
	2	\$3,875.10	\$101,099	\$3,972.00	\$103,627	\$4,071.30	\$106,217
	3	\$3,988.40	\$104,055	\$4,088.10	\$106,656	\$4,190.30	\$109,322
	4	\$4,101.40	\$107,003	\$4,203.90	\$109,677	\$4,309.00	\$112,419
L6	1	\$4,236.80	\$110,535	\$4,342.70	\$113,298	\$4,451.30	\$116,131
	2	\$4,346.20	\$113,389	\$4,454.90	\$116,225	\$4,566.30	\$119,132
	3	\$4,454.80	\$116,223	\$4,566.20	\$119,129	\$4,680.40	\$122,108

*Hospital and Health Service General Employees (Queensland Health) Award - State 2015***OPERATIONAL STREAM**

Classification	Pay Points	Wage Rates payable from 01/09/2019		Wage Rates payable from 01/09/2021		Wage Rates payable from 01/03/2022	
		Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
L1	1	\$1,518.60	\$39,619	\$1,556.60	\$40,611	\$1,595.50	\$41,625
	2	\$1,612.70	\$42,074	\$1,653.00	\$43,126	\$1,694.30	\$44,203
	3	\$1,707.50	\$44,547	\$1,750.20	\$45,661	\$1,794.00	\$46,804
	4	\$1,805.10	\$47,094	\$1,850.20	\$48,270	\$1,896.50	\$49,478
	5	\$1,903.10	\$49,651	\$1,950.70	\$50,892	\$1,999.50	\$52,166
	6	\$2,001.50	\$52,218	\$2,051.50	\$53,522	\$2,102.80	\$54,861
L2	1	\$2,028.60	\$52,925	\$2,079.30	\$54,247	\$2,131.30	\$55,604
	2	\$2,073.00	\$54,083	\$2,124.80	\$55,435	\$2,177.90	\$56,820
	3	\$2,118.90	\$55,281	\$2,171.90	\$56,663	\$2,226.20	\$58,080
	4	\$2,164.30	\$56,465	\$2,218.40	\$57,876	\$2,273.90	\$59,324
	5	\$2,199.70	\$57,389	\$2,254.70	\$58,824	\$2,311.10	\$60,295
L3	1	\$2,209.30	\$57,639	\$2,264.50	\$59,079	\$2,321.10	\$60,556
	2	\$2,227.30	\$58,109	\$2,283.00	\$59,562	\$2,340.10	\$61,052
	3	\$2,265.30	\$59,100	\$2,321.90	\$60,577	\$2,379.90	\$62,090
	4	\$2,307.90	\$60,211	\$2,365.60	\$61,717	\$2,424.70	\$63,259
L4	1	\$2,395.80	\$62,505	\$2,455.70	\$64,067	\$2,517.10	\$65,669
	2	\$2,469.90	\$64,438	\$2,531.60	\$66,048	\$2,594.90	\$67,699
	3	\$2,548.00	\$66,476	\$2,611.70	\$68,137	\$2,677.00	\$69,841
	4	\$2,627.30	\$68,544	\$2,693.00	\$70,258	\$2,760.30	\$72,014
L5	1	\$2,698.40	\$70,399	\$2,765.90	\$72,160	\$2,835.00	\$73,963
	2	\$2,790.70	\$72,807	\$2,860.50	\$74,628	\$2,932.00	\$76,494
	3	\$2,882.70	\$75,208	\$2,954.80	\$77,089	\$3,028.70	\$79,017
	4	\$2,974.60	\$77,605	\$3,049.00	\$79,546	\$3,125.20	\$81,534
L6	1	\$3,108.60	\$81,101	\$3,186.30	\$83,128	\$3,266.00	\$85,208
	2	\$3,192.20	\$83,282	\$3,272.00	\$85,364	\$3,353.80	\$87,498
	3	\$3,277.20	\$85,500	\$3,359.10	\$87,637	\$3,443.10	\$89,828
L7	1	\$3,437.50	\$89,682	\$3,523.40	\$91,923	\$3,611.50	\$94,221
	2	\$3,522.80	\$91,907	\$3,610.90	\$94,206	\$3,701.20	\$96,562
	3	\$3,608.90	\$94,154	\$3,699.10	\$96,507	\$3,791.60	\$98,920
L8	1	\$3,660.30	\$95,495	\$3,751.80	\$97,882	\$3,845.60	\$100,329
	2	\$3,761.50	\$98,135	\$3,855.50	\$100,587	\$3,951.90	\$103,102
	3	\$3,974.30	\$103,687	\$4,073.70	\$106,280	\$4,175.50	\$108,936
L9	1	\$4,068.90	\$106,155	\$4,170.60	\$108,808	\$4,274.90	\$111,529
	2	\$4,162.90	\$108,607	\$4,267.00	\$111,323	\$4,373.70	\$114,107
	3	\$4,257.20	\$111,067	\$4,363.60	\$113,843	\$4,472.70	\$116,690
L10	1	\$4,454.80	\$116,223	\$4,566.20	\$119,129	\$4,680.40	\$122,108
	2	\$4,563.40	\$119,056	\$4,677.50	\$122,033	\$4,794.40	\$125,082
	3	\$4,672.40	\$121,900	\$4,789.20	\$124,947	\$4,908.90	\$128,070
	4	\$4,780.90	\$124,730	\$4,900.40	\$127,848	\$5,022.90	\$131,044

**SCHEDULE 2 - HUMAN RESOURCE POLICIES**

1. This schedule incorporates employment policies as terms of this agreement.
2. The relevant policies are as follows:

<b>HR Policy</b>	<b>Matter</b>
<b>B12</b>	Volunteers
<b>B23</b>	Permanent Employment
<b>B24</b>	Appointments – Permanent and /or Temporary – Commonwealth and/or State Funded Programs
<b>B25</b>	Temporary Employment
<b>B26</b>	Casual Employment
<b>B29</b>	Job Evaluation – Roles covered by the Classification and Remuneration System
<b>B30</b>	Higher Duties
<b>B31</b>	Appointment of Permanent Relief Staff to Non-Relieving Positions – Administrative Stream
<b>B32</b>	Exemption from Open Merit for Positions Reclassified from AO2-AO3
<b>B33</b>	In House Relief Process for Administrative Staff at Classification AO3 and above
<b>B34</b>	Relief Pool – Administrative Stream Guidelines
<b>C26</b>	Parental Leave
<b>C29</b>	Mental Health Allowance
<b>C30</b>	Environmental Allowance – Mental Health High Security and Secure Mental Health Rehabilitation Units
<b>C32</b>	Compulsory Christmas/New Year Closure
<b>C33</b>	Radiation Safety Act 1999 – Application and Licence Fees – “Use” Licences
<b>C34</b>	Paid Meal Breaks for Certain Switch Attendants Who are Continuous Shift Workers or Sole Operators
<b>C35</b>	Uniforms for Administrative Staff
<b>C36</b>	Commencing Rates Administrative Stream
<b>C37</b>	Advancement – Administrative Stream Level 1 to Level 2
<b>C38</b>	Long Service Leave
<b>D5</b>	Accommodation Assistance – Rural and Remote Incentive
<b>E12</b>	Employee Complaints
<b>E13</b>	Workplace Harassment
<b>F3</b>	Access to Employee Records
<b>F4</b>	Union Encouragement
<b>G14</b>	Targeted Training for administrative officers
<b>I4</b>	Compensation for Loss of or Damage to Private Property and Personal Effects of and Damage to Visitor’s Vehicles

**SCHEDULE 3**

**Queensland Health  
Variable Working Hours Arrangement**

**Part 1 – Preliminary**

Title of Arrangement .....	1.1
Application of the Arrangement .....	1.2
Policy .....	1.3

**Part 2 – Definitions**

Definitions .....	2.1
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**Part 3 – Terms and Conditions of Employment**

Working Arrangements .....	3.1
Consultation .....	3.2
Failure to Comply .....	3.3
Hours of Duty .....	3.4
Time Recording and Calculation .....	3.5
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Employee Ceases Work .....	3.7
Accrued Time Off .....	3.8
Grievance Procedure .....	3.9

## 1.1 Title of Arrangement

This will be known as the Queensland Health Variable Working Hours Arrangement.

## 1.2 Application of the Arrangement

### These arrangements apply to:

- 1.2.1 All permanent and temporary, full-time and eligible part-time employees engaged under the *Queensland Public Service Officers and Other Employees Award – State 2015*, who are employed by the Queensland Department of Health.
- 1.2.2 All permanent and temporary, full-time and eligible part-time administrative, professional and technical employees engaged under *Hospital and Health Service General Employees (Queensland Health) Award – State 2015*. Application of this arrangement to employees engaged in the professional and technical streams is at the discretion of management (Refer to Circular 73/06).
- 1.2.3 Where determined by management that operational and client services requirements do not allow the application of these arrangements to professional and technical employees, existing hours of work provisions will continue to apply (eg. 19 day month, etc).
- 1.2.4 In accordance with Circular 5/95, administrative staff, home care co-ordinators and assistant home care co-ordinators are subject to these arrangements, except where the employee, due to lack of access to full day/s off, elects to change to a standard accumulated day off (ADO) arrangements (eg. 19 day month).

### These arrangements do not apply to:

Officers of the Senior Executive Services (SES), Senior Officers, Contracted or Banded Officers/employees, Health Executive Staff, District Senior Officers, Operational Stream employees, casual employees and employees working under continuous or non-continuous shift arrangements.

## 1.3 Policy

These arrangements provide a framework for variable working hours arrangements that should be used by managers to improve and facilitate the delivery of effective health care services and provide employees with access to flexible working arrangements which will assist in quality of life while having regard to their responsibilities in the provision of effective health care services.

## PART 2 - DEFINITIONS

### 2.1 Definitions

**Accrued Time Off** means accrued time which is equal to an employee's ordinary working hours which is taken as paid time off during a settlement period where there is agreement between the employee and the relevant supervisor.

**Accrued Time** means the hours of duty performed and approved leave taken by employees during a settlement period, and which are in addition to the ordinary working hours and which have not been compensated by the payment of overtime or other similar compensation.

**Carry Over Time** means any accrued time not taken (or debit time accrued) in a settlement period, which will be debited/credited to the next settlement period.

**Credit Time** is the amount of time an employee performs ordinary work and/or obtains credit for a period of approved leave during the spread of hours on an ordinary working day in excess of ordinary working hours.

**Debit Time** is the amount of time less than a standard day an employee performs ordinary work or approved leave taken during the spread of hours on an ordinary day.

**Director-General** for the purposes of this arrangement means the Director-General of the Queensland Department of Health or approved delegate.

**Eligible Part-Time Employees** – variable working hours can be accessed by relevant part-time employees subject to operational requirements. Examples where operational requirements may prevent the application of these arrangements to part-time employees include where such an employee is engaged to:-

- (a) fill in spaces on a roster
- (b) replace employees absent on leave or accrued or rostered days off; or
- (c) cover peak workload periods or client service requirements at specific times

**Flexible Work Arrangements** include, but are not limited to, job sharing, purchased leave and parental leave.

**Settlement Periods** are one fortnight in duration and aligned with the pay period, commencing on the first Monday of the pay period.

**Spread of Hours** is the time between 6.00am and 6.00pm Mondays to Fridays inclusive, unless otherwise outlined in an employee's relevant award.

A spread of hours beyond 6.00am to 6.00pm Monday to Friday may be introduced in a work unit by agreement of the Director-General or delegate, the majority of affected employees and the relevant union or unions

### **Standard Day**

- for *Hospital and Health Service General Employees (Queensland Health) Award – State 2015* employees, is 7 hours 36 minutes, to be worked during the ordinary spread of hours.
- for *Queensland Public Service Officers and Other Employees Award - State 2015* employees, is 7 hours and 15 minutes, to be worked during the ordinary spread of hours.

**Variable Periods** are the time spans within the spread of hours, when subject to the requirements of the particular positions, the agreement of the supervisor concerned and the various provisions of this arrangement, an employee may vary their commencing and ceasing times for ordinary work.

## **PART 3 – TERMS AND CONDITIONS OF EMPLOYMENT**

### **3.1 Working Arrangements**

- 3.1.1 Employees will at all times obey directions given by their Supervisor regarding hours of work during the spread of hours.
- 3.1.2 All staff will give first priority to the maintenance of acceptable workflows. There will be co-operation between employees and their Supervisors in planning employees' working times; ensuring resources are available to service the needs of the public, other departments and the organisation, and to enable the continuance of effective communication and services.
- 3.1.3 An employee may not accumulate credit for time during variable periods unless work is available for the employee to perform during such period.
- 3.1.4 As far as practicable, disputes between employees regarding employees' working times will be settled by mutual co-operation between the employees concerned.
- 3.1.5 Employees are responsible for ensuring that time worked in excess of the normal daily hours is necessary for the efficient performance of the work unit and that accrued hours are taken at a time convenient to the work unit.
- 3.1.6 It will be the responsibility of each Supervisor that in the implementation of this Arrangement the needs of the health facility and public are met and that proper supervision is available at all times.

### **3.2 Consultation**

- 3.2.1 When considering the application of the variable working arrangements, managers should undertake genuine consultation with staff and where possible apply the arrangements by agreement with the majority of staff affected.
- 3.2.2 Managers are responsible for implementing variable working hours arrangements appropriate to operational requirements and cost effectiveness. Normal operating hours are to be established to meet



client needs, in a way which does not limit the entitlement for employees to be able to access accrued time/day(s) off within a work cycle.

- 3.2.3 Employees who consider they are being discriminated against, should immediately bring the circumstances to the attention of their manager or union (refer to section 3.9 of this arrangement).

### **3.3 Failure to Comply**

An employee who fails to comply with the conditions prescribed in this arrangement, to the satisfaction of the employer, will work standard days as outlined by their supervisor and relevant award.

### **3.4 Hours of Duty**

As per the relevant award.

### **3.5 Time Recording and Calculation**

- 3.5.1 Employees covered by this arrangement must maintain time sheets to record actual times of commencement and cessation of duty, accrued time off or leave taken.
- 3.5.2 Timesheets will be accessible to employees and must be kept in locations within the supervisor's view, where practicable.
- 3.5.3 Supervisors should sign all time sheets at the end of each settlement period, ensuring all the sheets have been completed and the balance of credits or debits brought forward, and to certify that the provisions of this arrangement have been complied with.

### **3.6 Accrued Credit Time and Debit Time**

- 3.6.1 Accrued time is authorised time worked in excess of a standard day up to a maximum of;
- 9 hours total work in any one day for *Hospital and Health Service General Employees (Queensland Health) Award – State employees*; and
  - 9 hours 30 minutes total work in any one day for *Queensland Public Service Officers and Other Employees Award - State employees*'.
- 3.6.2 Employees will be entitled to carry over accrued credit time or debit time from one working day to the next and from one settlement period to the commencement of the next settlement period and be added to credit time or debit time which accumulate during such period.
- 3.6.3 The maximum carryover for a full-time employee will be three standard days credit time or four hours debit time.
- (a) The maximum carryover for a part-time employee will be calculated on a *pro rata* basis of appointed part-time hours from three standard days credit time and four hours debit time.
- (b) If an employee does accumulate debit time in excess of four hours the employee and supervisor must establish a means to reduce to debit time as soon as practicably possible.
- 3.6.4 Carryover in excess of the prescribed maximum limit may be approved by the employer for an employee as a result of extenuating circumstances (e.g. to meet a project deadline).

### **3.7 Employee Ceases Work**

- 3.7.1 When an employee resigns, retires or is appointed to a department other than the Department of Health or a Hospital and Health Service where a different hours of work arrangement is utilised, or otherwise ceases duty, all reasonable attempts must be made to ensure the employee is provided with the opportunity to use available credit time and/or make up debit time, where possible.
- 3.7.2 Provided that any such employee shall receive compensation for a credit time existing at the time of such cessation of duty at ordinary time when such credit time cannot be taken. An employee

possessing a debit time at the time of cessation of duty will have a corresponding deduction made from their salary.

### **3.8 Accrued Time Off**

3.8.1 An employee may be granted up to three standard days accrued time off during any settlement period and will be no less than 15 minutes on any one occasion where;

(a) The employee has accumulated an equivalent amount of credit at the commencement of the day upon which the period of accrued time off is required; and

(b) Prior approval of the supervisor has been obtained.

3.8.2 Where four or more hours accrued time off is to be taken such requests must be submitted to the supervisor with at least 24 hours' notice.

### **3.9 Grievance Procedure**

Grievances can be lodged in accordance with the established grievance procedure, but employees must comply with managers directions until the grievance is resolved (refer HR Policy E12 *Grievance Resolution*) and the EB10 Grievance Settling and Industrial Dispute clause.

## SCHEDULE 4 – QUEENSLAND AMBULANCE SERVICE HOURS OF WORK ARRANGEMENTS

### PART 1 – PURPOSE

- 1.1 These hours of work arrangements outline the principles for the management of hours of work for public service employees within the Queensland Ambulance Service (QAS) in accordance with Schedule 3 of the *Queensland Public Service Officers and Other Employees Award – State 2015*.
- 1.2 These arrangements seek to:
  - (a) enable flexible hours of work arrangements for employees;
  - (b) ensure operational business requirements are met;
  - (c) balance work and personal commitments; and
  - (d) ensure meaningful work is provided.

### PART 2 – SCOPE

- 2.1 These hours of work arrangements apply only to those employees who are covered by the *Queensland Public Service Officers and Other Employees Award – State 2015*.
- 2.2 Where a critical incident is determined to exist in accordance with Ministerial Directive 06/16 – Critical Incidents Entitlements and Conditions (as amended from time to time), the terms of the Directive shall override the terms of these hours of work arrangements to the extent of any inconsistency, where more favourable.

### PART 3 – ARRANGEMENTS

#### 3.1 Hours of Work

- 3.1.1 The ordinary working hours for full time employees shall be an average of 7 hours and 15 minutes per day (36 hours and 15 minutes per week) over a four-week work cycle for all employees, except those whose ordinary hours of duty are determined by the Governor-in-Council, a Directive, or an Award, to be other than 36 hours and 15 minutes per week.
- 3.1.2 The spread of hours is 6.00am to 6.00pm Monday to Friday.
- 3.1.3 Employees engaged as Casual Community Education Instructors shall have a spread of ordinary hours of 8.00 am to 6.00 pm Monday to Friday.
- 3.1.4 Employees engaged as Casual Community Education Instructors may be required to perform duties at various locations. Any excess travelling time (as defined by Ministerial Directive 02/18 as amended) that occurs outside the ordinary spread of hours shall be paid for at the ordinary casual rate.
- 3.1.5 Employees will work their ordinary working hours, exclusive of meal breaks, within the spread of hours. Employees and supervisors will negotiate agreement on the normal operating hours in order to meet operational requirements and the employee's work/life balance.
- 3.1.6 In the event that agreement cannot be reached, supervisors may direct starting or ceasing times of employees within the spread of hours based on operational requirements and having regard to work/life balance principles.
- 3.1.7 An employee may work their ordinary working hours outside the normal operating hours of the work unit but within the spread of hours, with prior approval from their supervisor.
- 3.1.8 Starting and finishing times shall be deemed to commence on the hour or at 15 minute intervals after the hour.
- 3.1.9 Employees who work more than five hours in a day shall be entitled to an unpaid meal break period of not less than thirty minutes. The meal break is to be taken between the third and sixth hour of duty.
- 3.1.10 Employees who work more than three hours but less than six ordinary hours in a day shall be entitled to a 10 minute rest pause. Employees who work more than six hours will be entitled to two 10 minute rest pauses. Rest pauses are to be taken in the employer's time and at a time that suits operational requirements.
- 3.1.11 No more than nine-and-a-half hours at ordinary time rates may be worked in any one day.

### **3.2 Hours of Work (CBD)**

- 3.2.1 Employees covered by these hours of work arrangements and whose place of work is within the CBD (as defined) shall be subject to a spread of hours of 6.00am to 7.00pm Monday to Friday, only where there is mutual written agreement between each employee and their supervisor.
- 3.2.2 Mutual written agreement must be reached and documented prior to performing any work as ordinary hours past 6.00pm.
- 3.2.3 The written agreement can be for a specified period or for an unlimited period but must be signed by both the employee and their supervisor and a copy maintained with the employee's attendance records.
- 3.2.4 Either party may withdraw their agreement at any time; however this withdrawal must be in writing and signed by the party withdrawing the agreement. The employee would then revert back to the spread of hours of 6.00am to 6.00pm Monday to Friday.
- 3.2.5 A party withdrawing their agreement, whilst not obliged to, are encouraged to provide at least one week's notice of the withdrawal.

### **3.3 Accrued Time**

- 3.3.1 An employee may accrue time, provided that additional hours are performed to meet operational requirements and are approved by the employee's supervisor. Accrued time shall be calculated in 15 minute intervals.
- 3.3.2 An employee may carryover up to a maximum of 36 hours and 15 minutes (5 days pro rata for part time employees) of accrued time from one work cycle to the next cycle.
- 3.3.3 Any time in excess of the carryover balance at the end of a four week work cycle shall be forfeited. Employees may access accrued time during each work cycle. Access to accrued time during the work cycle shall not be limited to less than three (3) days, to be taken either consecutively or separately.
- 3.3.4 Accrued time off may only be taken with the prior approval of the relevant supervisor of the work unit. Accrued time may be taken as part days or full days.
- 3.3.5 Accrued time must be taken prior to cessation of employment as no payment will be made for unused accrued time. Supervisors shall not unreasonably prevent employees from taking accrued time immediately prior to an employee's separation from employment.
- 3.3.6 The Commissioner, Queensland Ambulance Service (or authorised delegate) may direct an employee to perform ordinary working hours, including relevant start and finish times where that employee's time management is unsatisfactory.
- 3.3.7 Employees are responsible for complying with these arrangements which includes accurately recording starting and finishing times, meal breaks and periods of leave.
- 3.3.8 Failure to accurately record starting and finishing times may constitute fraud and/or corrupt conduct. Any suspected fraud or corrupt conduct must be referred to the Ethical Standards Unit, Department of Health through the Queensland Ambulance Service Employee Relations Unit. Substantiated allegations of fraud or corrupt conduct may result in an employee being liable for disciplinary action, which may include penalties up to and including, termination of employment.

### **3.4 Debit Time**

- 3.4.1 An employee, with the prior approval of their supervisor, may accrue debit time up to a maximum of two days of ordinary working hours at any one time for family leave or other emergent purposes only.
- 3.4.2 Accrued debit time may be carried from one work cycle to the next, however, supervisors and employees must negotiate a plan for the accrued debit time to be worked back in a prompt and reasonable timeframe. This shall not exceed two work cycles.
- 3.4.3 Upon cessation of employment, any debit time must be repaid.

### 3.5 Overtime

- 3.5.1 Subject to the provisions of Ministerial Directive 02/18 – Hours, Overtime and Excess Travel (as amended from time to time), the Commissioner, Queensland Ambulance Service (or authorised delegate) may authorise overtime payments where relevant criteria are met.
- 3.5.2 Overtime is authorised work on any day which:
- is performed within the spread of hours and exceeds nine and a half hours (9 hours and 30 minutes); or
  - is performed outside the spread of hours.
- 3.5.3 Employees who perform authorised overtime, with mutual agreement from their supervisor may elect to be paid overtime at the prescribed rate or have such time accrued as Time-Off-In-Lieu (TOIL) of overtime on a time for time basis in accordance with clause 3.7.
- 3.5.4 Overtime payments for work performed on a public holiday shall be managed in accordance with section 23.1 of the *Queensland Public Service Officers and Other Employees Award – State 2015*.
- 3.5.5 Overtime shall be calculated to the nearest quarter of an hour for the total amount of time in respect to which overtime is claimed by an employee.
- 3.5.6 The rate for an employee temporarily filling and discharging the full duties of an officer at a higher classification level for which overtime payments are applicable shall be the rate applicable to relieving in that higher classification level.
- 3.5.7 Employees required to work overtime, shall be as far as practicable, given reasonable notice of the requirement for overtime and not be required to work more than a reasonable amount of overtime. Family responsibilities need to be considered when directing employees to work overtime.

### 3.6 Time Off in Lieu of Overtime (TOIL)

- 3.6.1 Time Off in Lieu of Overtime (TOIL) shall apply to time worked (by applicable employees) outside the spread of hours, or in excess of nine and a half hours (9 hours and 30 minutes) on any one day (excluding meal breaks).
- 3.6.2 Employees in classifications above the overtime cut off shall be compensated for all overtime by TOIL, or any other arrangements specified under Ministerial Directive 02/18– Hours, Overtime and Excess Travel (as amended from time to time).
- 3.6.3 TOIL accrues independently of Accrued Time.
- 3.6.4 TOIL is calculated in fifteen minute intervals.
- 3.6.5 There is no upper limit to the amount of TOIL that may accumulate.
- 3.6.6 TOIL is to be taken within 12 months of its accrual in accordance with Ministerial Directive 02/18– Hours, Overtime and Excess Travel (as amended from time to time).
- 3.6.7 Prior authorisation must be given by the supervisor of the relevant work unit for the accrual or taking of TOIL.
- 3.6.8 TOIL must be taken at times to suit operational requirements allowing management control over staffing levels.

### 3.7 Fatigue Leave

Starting and ceasing times of employees shall be arranged to ensure that the fatigue break prescribed by clause 18.9 of the *Queensland Public Service Officers and Other Employees Award – State 2015* is given effect. That is employees, where practicable, shall have a break of at least 10 consecutive hours between the cessation of work on one day and the commencement of work on the next day. In cases where such a break is not practicable, the provisions of the Award shall have application.

### 3.8 Public Holidays

- 3.8.1 An employee who is required to work their ordinary hours on a public holiday:
- will be compensated at the rate of double time and a-half\* with a minimum of four (4) hours; or
  - in addition to the ordinary daily rate, may elect to receive time off equivalent to the number of hours worked with a minimum of four (4) hours.

\* *'Double time and a-half'* means one and one-half day's wages in addition to the ordinary daily rate.

- 3.8.2 An employee, excluding an employee in receipt of wages above the overtime cut-off, or any other arrangements specified under Ministerial Directive 02/18 – Hours, Overtime and Excess Travel (as amended from time to time) who works outside their ordinary working hours on a public holiday will be compensated at double the normal overtime rates, in accordance with the *Industrial Relations Act 2016* (Qld).

### 3.9 Attendance Records (Timesheets)

- 3.9.1 The chief executive, or delegate, is required to maintain a system for recording starting and ceasing times, meal breaks and absences from duty. This applies to all employees in the Queensland Ambulance Service except for those who have been, or are of a class which has been, specifically exempted by the chief executive or delegate.
- 3.9.2 All permanent and temporary employees (excluding Senior Officers, Senior Executive Service Officers (and equivalent employees) or employees otherwise exempted in accordance with clause 3.9.1) shall complete an attendance record indicating accurately and honestly their attendance at work and any leave taken.
- 3.9.3 Failure to accurately record starting and finishing times may constitute fraud and/or corrupt conduct. Any suspected fraud or corrupt conduct must be referred to the Ethical Standards Unit, Department of Health through the Queensland Ambulance Service Employee Relations Unit. Substantiated allegations of fraud or corrupt conduct may result in an employee being liable for disciplinary action, which may include penalties up to and including, termination of employment.
- 3.9.4 Employees must use the corporate timesheet arrangements (link available through the Queensland Ambulance Service HR Intranet) to record attendance information to ensure compliance with audit requirements and organisational policies.

### 3.10 Complaints Procedure

Any complaint in respect of matters arising out of the application of these hours of work arrangements will be dealt with in accordance with the Queensland Ambulance Service HR Procedure - Employee Complaints Management (as amended from time to time).

### 3.11 Responsibilities

3.11.1 Employees will:

- Complete accurate attendance records, including appropriate leave applications as soon as practicable, and submit them to their immediate supervisor within a reasonable time at the end of each week;
- Comply with all reasonable and lawful directions relating to hours of work arrangements;
- Ensure work obligations and client service standards are not adversely impacted through the use of these arrangements;
- Obtain prior approval of their supervisor to access accrued time or to accrue debit time; and
- Cooperate with supervisors regarding normal operating hours.

3.11.2 Supervisors will:

- Establish and implement normal operating hours of the work unit;
- Provide awareness and advice to employees on these hours of work arrangements and its operations within the work unit;
- Monitor the attendance records of staff in their work area and approve them to indicate endorsement;

- (d) Ensure that any absences (such as illness or other approved leave) have been applied for utilising the approved payroll system prior to approving the time sheet and verifying leave taken by employees against Monthly Leave Taken Reports;
- (e) Ensure that consideration is given to operational convenience and appropriate staffing levels are maintained prior to approving accrued time to be taken;
- (f) Ensure fair treatment of all staff regarding access to the provisions of these arrangements;
- (g) Consider equal employment opportunity and anti-discrimination issues when applying and using the provisions of these arrangements; and
- (h) Manage work units to ensure that eligible employees do not unnecessarily forfeit accrued time in excess of the carryover limit.

#### PART 4 – DEFINITIONS

<b>Term</b>	<b>Definition</b>
<b>Ordinary working hours</b>	Ordinary working hours are 7 hours and 15 minutes (7.25 hours) per day for full time employees. Ordinary working hours means a standard 7 hours 15 minutes working day, worked within the spread of hours and which includes a lunch break. For example, ordinary working hours worked between 9.00am to 5.00pm Mondays to Fridays inclusive with a lunch break between 12.00noon and 2.00pm.
<b>Accrued time</b>	This is the hours of duty performed which have not been compensated by payment of overtime or TOIL, and which are in addition to the ordinary working hours of the employee.
<b>Employee</b>	An employee is an officer or employee employed under the <i>Queensland Public Service Officers and Other Employees Award – State 2015</i> including a trainee registered under the <i>Vocational Education, Training and Employment Act 2000</i> (Qld) whose parent Award is the <i>Queensland Public Service Officers and Other Employees Award – State 2015</i> .
<b>Carryover balance</b>	This is accrued time not taken as paid time off in one work cycle (including debit time) and which, subject to any specified limit, is carried over to the next work cycle.
<b>Normal operating hours</b>	The hours of operation of the work unit on any one day within the spread of hours within which employees will be authorised to commence and cease duty.
<b>Spread of Hours</b>	The standard spread of hours is 6.00am to 6.00pm Monday to Friday. A spread of hours extending outside 6.00am to 6.00pm on Mondays to Fridays may be introduced following agreement of the Director-General, the majority of employees affected and the relevant union or unions.
<b>Overtime cut-off</b>	The overtime cut-off is taken to mean the level of salary (i.e. AO5 pay point 4 level or equivalent) above which overtime payments are not normally applicable, as provided for in Ministerial Directive 02/18 – Hours, Overtime and Excess Travel (as amended from time to time).
<b>Work cycle</b>	The work cycle for QAS is a four week period during which accrued time and approved leave will be accounted.
<b>CBD</b>	Central Business District (CBD) means the area within the area of the Australian Bureau of Statistics Statistical Local Areas of "City -Remainder" and "City -Inner" within the Statistical Subdivision of "0501 -Inner Brisbane" "City -Remainder" and "City -Inner" within the Statistical Subdivision of "0501 -Inner Brisbane" -Commencing at the outer extremities of the junction of Coronation Drive and Boomerang Street; then along Boomerang Street to its junction with Milton Road; then along Hale Street to its junction with Musgrave Road; then along Musgrave Road, College Road, and Wickham Terrace to its junction with Turbot Street; then along Turbot Street to its junction with Boundary Street; then along Boundary Street to its end near the Brisbane River; then along the northern bank of the Brisbane River to the junction of Coronation Drive and Boomerang Street. Any premises facing onto any of the named streets shall be deemed to be within the defined area. The CBD does not include locations at Spring Hill, Fortitude Valley and Woolloongabba.

**SCHEDULE 5 - MAINTENANCE OF PO/TO ENTITLEMENTS****5.1 Rural Allowance**

- 5.1.1 Professional and technical employees permanently located in the locations and facilities identified in Attachment Three of HR Policy C15 will be paid a rural allowance as follows:
- 5.1.2 Category A staff will be paid \$60.00 per week, Category B staff will be paid \$100.00 per week.
- 5.1.3 The allowance is not an all purpose allowance.
- 5.1.4 Payment of the allowance will be paid on a pro rata basis to part time and casual employees.

**5.2 Professional Development Incentive Package**

- 5.2.1 This package will entitle each permanent professional, technical stream employees access to funding for professional development.
- 5.2.2 The package is applicable to all permanent full-time and part-time (minimum engagement 16 hours per fortnight) professional and technical stream employees.
- 5.2.3 All employees except those working in areas listed in Attachment One of HR Policy C63 can access \$600 per annum for approved professional development activities.
- 5.2.4 Employees working in areas identified as Category A in Attachment One of HR Policy C63 can access \$1000 per annum for approved professional development activities.
- 5.2.5 Employees working in areas identified as Category B in Attachment One of HR Policy C63—can access \$1500 per annum for approved professional development activities.
- 5.2.8 Leave to access professional development activities will continue as per current public sector entitlements.



Signed by the chief executive of Queensland Health.

John Wakefield  
Director-General, Queensland Health

\_\_\_\_\_  
Signature

7.8.20  
Date

In the presence of:

\_\_\_\_\_  
Signature

Brian John Thomas Fletcher-Wode  
Print Name

Signed for and on behalf of the Office of Health Ombudsman:

Andrew Brown  
Print Name

\_\_\_\_\_  
Signature

5.8.20  
Date

In the presence of:

Edmund Lynch  
Print Name

\_\_\_\_\_  
Signature

5.8.20  
Date

Signed for and on behalf of Health and Wellbeing Queensland:

Robyn Littlewood  
Print Name

\_\_\_\_\_  
Signature

6.8.20  
Date

In the presence of:

Edmund Lynch  
Print Name

\_\_\_\_\_  
Signature

6.8.20  
Date

Signed for and on behalf of the Queensland Mental Health Commission:

Ivan Frkovic  
Print Name

\_\_\_\_\_  
Signature 6.8.20  
Date

In the presence of:

Edmund Lynch  
Print Name

\_\_\_\_\_  
Signature 6.8.20  
Date

Signed for and on behalf of the Queensland Nurses' and Midwives' Union of Employees:

Elizabeth Ruth Mohle  
Print Name

\_\_\_\_\_  
Signature 5.8.20  
Date

- 
- In the presence of:
- 

Edmund Lynch  
Print Name

\_\_\_\_\_  
Signature 5.8.20  
Date

Signed for and on behalf of The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees:

Adam Kerslake  
Print Name

\_\_\_\_\_  
Signature 5.8.20  
Date

In the presence of:

Edmund Lynch  
Print Name

\_\_\_\_\_  
Signature 5.8.20  
Date

Signed for and on behalf of The Australian Workers' Union of Employees, Queensland:

Stephen Baker  
Print Name

\_\_\_\_\_  
Signature 5.8.20  
Date

In the presence of:

Barry Watson  
Print Name

\_\_\_\_\_  
Signature 5.8.20  
Date

Signed for and on behalf of the Together Queensland, Industrial Union of Employees:

Alex Scott  
Print Name

\_\_\_\_\_  
Signature 6.8.20  
Date

In the presence of:

Edmund Lynch  
Print Name

\_\_\_\_\_  
Signature 6.8.20  
Date

Signed for and on behalf of the Transport Workers' Union of Australia, Union of Employees (Queensland Branch):

Adam Carter  
Print Name

\_\_\_\_\_  
Signature 5.8.20  
Date

In the presence of:

Craig Williams  
Print Name

\_\_\_\_\_  
Signature 5.8.20  
Date

Signed for and on behalf of the United Voice, Industrial Union of Employees, Queensland:

Sharron Caddie

Print Name

5.8.20

Date

Signature

In the presence of:

Edmund Lynch

Print Name

5.8.20