



## DECISION

*Fair Work Act 2009*

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

### **Queensland Teachers' Union Health Fund Limited T/A TUH Health Fund (AG2017/3996)**

### **QUEENSLAND TEACHERS UNION HEALTH FUND - ENTERPRISE AGREEMENT 2017 - 2020**

Health and welfare services

COMMISSIONER WILSON

MELBOURNE, 6 DECEMBER 2017

*Application for approval of the Queensland Teachers Union Health Fund - Enterprise Agreement 2017 - 2020.*

[1] An application has been made for approval of an enterprise agreement known as the *Queensland Teachers Union Health Fund - Enterprise Agreement 2017 – 2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Queensland Teachers' Union Health Fund Limited T/A TUH Health Fund. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Australia Municipal, Administrative, Clerical and Services Union and United Voice being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 13 December 2017. The nominal expiry date of the Agreement is 30 June 2020.



COMMISSIONER

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**ANNEXURE A**



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27 November 2017

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[REDACTED]

**AG2017/3996 – Application for Approval of the Queensland Teachers Union Health Fund – Enterprise Agreement 2017 – 2020 (TUH Enterprise Agreement)**

The Queensland Teachers Union Health Fund (TUH) provides the following undertakings in support of its application for the TUH Enterprise Agreement:

1. TUH does not employ shift workers as defined in Clause 29.2 of the Clerks- Private Sector Award 2010, or Clause 31.1(a) of the Health Professionals and Support Services Award 2010, and undertakes not to employ shift workers while the TUH Enterprise Agreement remains in force.
2. In relation to the span of hours under clause 5.1.1 of the TUH Enterprise Agreement, the average ordinary hours of work for permanent full-time employees will be 7.6 hours per day, 38 hours per week, 76 hours per fortnight or other by mutual agreement.
3. Permanent part-time employees will be rostered for a minimum three consecutive hours on any shift.
4. No Organisational Group A employees (Business, Corporate & Customer Service or Clinical) will be required to work a permanent shift finishing after 7pm.

Yours faithfully,

Emma Kelly  
Manager, People and Culture

BAW10178531 3453-7452-3399v1

**Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.**

## **The Queensland Teachers Union Health Fund – Enterprise Agreement 2017-2020.**

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## **PART 1: AGREEMENT ADMINISTRATION**

### **1.1 TITLE**

This Agreement is The Queensland Teachers Union Health Fund - Enterprise Agreement 2017-2020.

### **1.2 AGREEMENT AVAILABILITY AND POSTING**

Copies of this Agreement will be available to all employees on the TUH intranet.

### **1.3 DEFINITIONS WHICH APPLY IN THIS AGREEMENT**

- 1.3.1 "Act" means the Fair Work Act 2009 as amended from time to time.
- 1.3.2 "Agreement" means the Queensland Teachers Union Health Fund Enterprise Agreement 2017-2020.
- 1.3.3 "Employee" means an employee of TUH.
- 1.3.4 "Extended Family" means a niece, nephew, aunt, uncle, cousin, daughter-in-law or son-in-law of an employee.
- 1.3.5 "Immediate Family" includes a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee. It also includes a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner (including same sex partner) of the employee.
- 1.3.6 "Mutual Agreement" means that agreement has been reached between an employee and TUH management and/or between the parties.
- 1.3.7 "Eligible Community Service" has the same meaning as that term is defined in the Fair Work Act. TUH also includes approved cultural events, volunteering for a registered and approved charity and bone marrow donations.
- 1.3.8 "Professional Development" means activities designed to improve knowledge and general awareness of emerging advances in a specific field of endeavour.
- 1.3.9 "FWC" means the Fair Work Commission or its successor body should it be introduced during the life of the Agreement.
- 1.3.10 "SBU" is a Single Bargaining Unit consisting of representative parties to this Agreement.
- 1.3.11 "The Parties" means the parties bound by this Agreement as referenced in part 1.6 Parties Bound.
- 1.3.12 "TUH", "Employer", "Our", "Management", or "Company" means or refers to Queensland Teachers Union Health Fund Limited.
- 1.3.13 "Union" means the Australian Municipal, Administrative, Clerical and Services Union, Queensland Together Branch (Together) and United Voice.
- 1.3.14 "Long Term Casual Employee" means a casual employee who has been employed by the employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months.

### **1.4 COMMENCEMENT AND PERIOD OF OPERATION**

This Agreement shall take effect 7 days after it is approved by the Fair Work Commission and, shall have a nominal expiry date of 30 June 2020.

### **1.5 NO EXTRA CLAIMS**

There will be no further claims by any party during the life of this Agreement unless specifically provided for in this Agreement.

## **1.6 PARTIES BOUND**

1.6.1 The Parties covered by this Agreement are:

- (a) Queensland Teachers Union Health Fund Limited; and
- (b) All employees who are employed in one of the classifications outlined in Schedule 2 of this Agreement.
- (c) This Agreement, on approval by the Fair Work Commission and subject to the requirements of s201(2) of the Fair Work Act 2009, shall cover the following unions:
  - (i) Australian Municipal, Administrative, Clerical and Services Union, Queensland Together Branch (Together) and
  - (ii) United Voice.

## **1.7 RELATIONSHIP TO POLICIES AND PROCEDURES**

TUH's policies and procedures as varied from time to time will supplement the clauses in this Agreement. To the extent that there is any inconsistency between TUH policies and procedures and this Agreement, the Agreement will prevail.

## **1.8 RE-NEGOTIATION OF THE AGREEMENT**

1.8.1 The parties will commence negotiation of a new Agreement no later than six months prior to the expiry date of this Agreement.

1.8.2 For the purpose of negotiating the new Agreement a Single Bargaining Unit will be established consisting of Together, United Voice, employee representatives and TUH management representatives.

## **1.9 INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

1.9.1 Employees may agree to make an individual flexibility arrangement with TUH to vary the effect of terms of this Agreement if:

- (a) The arrangement deals with one or more of the following matters:
  - (i) Arrangements about when work is performed;
  - (ii) Overtime rates;
  - (iii) Penalty rates;
  - (iv) Allowances; and
  - (v) Leave loading; and
- (b) The arrangement meets the genuine needs of both the employee and TUH in relation to one or more of the matters mentioned in the sub-clause above; and
- (c) The arrangement is genuinely agreed to by the employee and TUH.

1.9.2 TUH must ensure that the terms of the individual flexibility arrangement:

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

- 1.9.3 TUH must ensure that the individual flexibility arrangement:
- (a) Is in writing;
  - (b) Includes the name of both the employee and TUH;
  - (c) Is signed by both the employee and TUH and if the employee is under 18 years of age, signed by their parent or guardian; and
  - (d) Includes details of:
    - (i) The terms of the Agreement that will be varied by the arrangement;
    - (ii) How the arrangement will vary the effect of the terms;
    - (iii) How the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
    - (iv) States the day on which the arrangement commences.
- 1.9.4 TUH must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 1.9.5 Either the employee or TUH may terminate the individual flexibility arrangement:
- (i) By giving no more than 28 days' written notice to the other party to the arrangement; or
  - (ii) If the employer and employee agree in writing — at any time.

## **PART 2: MUTUAL RESPONSIBILITIES**

### **2.1 MUTUAL COMMITMENT TO A NON-DISCRIMINATORY AND HARASSMENT FREE WORKPLACE**

All employees are to be allowed to work in an environment free of all forms of harassment and discrimination.

### **2.2 MUTUAL COMMITMENT TO WH&S**

Employees and TUH take workplace health and safety seriously and have a legal responsibility to ensure that the workplace is healthy and safe as per the requirements of the relevant workplace health and safety legislation as amended from time to time.

### **2.3 REHABILITATION AND RETURN TO WORK**

If an employee has an illness or is injured, the employee's return to work will be actively pursued by both the employee and TUH as soon as practicable in order to facilitate early recovery and/or complete rehabilitation.

### **2.4 OFFER OF EMPLOYMENT LETTER**

2.4.1 An employee's employment status, category of employment, position, wage or salary, classification, and workplace location/s will be stated in the offer of employment letter.

2.4.2 In the event of a change to an employee's employment status, category of employment, position, wage or salary (except increases that are in accordance with this Agreement), classification, or workplace location/s through the appropriate consultative process the employee will be advised in writing of the terms of the change.



## **PART 3: CONSULTATION AND COMMUNICATION**

### **3.1 EMPLOYEE CONSULTATION**

3.1.1 This clause sets out the procedure for consultation with employees if TUH:

- (a) Makes a definite decision to introduce a major workplace change that is likely to have a significant effect on employees to whom this Agreement applies; or
- (b) Proposes to introduce a change to the employees' regular roster or ordinary hours of work.

#### **3.1.2 DEFINITIONS FOR THE PURPOSE OF THIS CLAUSE**

**“Major workplace change”** means a substantial/significant change in systems, organisation, structure, or technology, other than changes which are specifically contemplated by, or permitted under, this Agreement.

**“Likely to have a significant effect on the employees”** means where the change is likely to result in:

- A reduction in the number of employees to be employed;
- Redundancy;
- Change to the places at which work is performed;
- Change to the hours to be worked;
- Change to the composition, operation or size of TUH's workforce; or
- Change to the skills required of employees and the need to retrain employees.

**“Relevant employee”** means an employee who is likely to be significantly affected by the major workplace change.

#### **3.1.3 CONSULTATION PROCEDURE**

##### **Step 1**

As soon as practicable after making a decision to introduce a major workplace change that is likely to have a significant effect on employees to whom this Agreement applies, relevant employees, their representative/s and unions, will be notified of that decision and will be provided, in writing, with information about the change including the nature of the change proposed and the expected effects of the change on the employees.

##### **Step 2**

As soon as practicable after notifying the relevant employees (Step 1), consultation with the relevant employees will occur about:

- The introduction of the major workplace change;
- The effect the major workplace change is likely to have on the relevant employees;
- What would be a reasonable time line for discussion;
- Time line for the introduction of change(s) and;
- Any measures that may be taken to avert or mitigate adverse effects that the major workplace change may have on the relevant employees.

During the consultation, the relevant employees will have a reasonable opportunity to express their views about the proposed changes.

For the purposes of clause 3.1 and 3.2, TUH is not required to disclose confidential or commercially sensitive information.

### **3.1.4 REPRESENTATION DURING CONSULTATION**

Employees may appoint a representative to participate in the consultation process. An employee representative could include another employee, an official of a union, a legal representative, or any other person of the employee's choosing. During consultation TUH will provide notice of its intention to provide confidential information. The employee and their representative may choose not to receive such information. Any such representative shall keep all information about the major workplace change confidential and shall participate in the consultation in a respectful, professional and appropriate manner.

### **3.2 CONSULTATION ABOUT CHANGES TO ROSTERS OR HOURS OF WORK**

- a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- b) The employer must:
  - i. Provide to the employee/s affected and their representative/s, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
  - ii. Invite the employee/s affected and their representative/s, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
  - iii. Give consideration to any views about the impact of the proposed change that are given by the employee/s concerned and/or their representative/s.
- c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- d) These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

### **3.3 TUH JOINT CONSULTATIVE COMMITTEE**

- 3.3.1 TUH understands that employees are fundamental to the achievement of corporate objectives. Therefore, TUH supports mechanisms which encourage employees to actively initiate, participate and respond to ongoing business improvement initiatives which contribute to the ongoing learning and improvement of TUH.
- 3.3.2 TUH will consult and seek the views of employees and the unions through the Joint Consultative Committee (JCC). To ensure that the JCC can function as a true consultative body, the JCC will meet bi monthly or on an as agreed basis or within two weeks of receipt of a reasonable written advice.
- 3.3.3 The JCC should ideally consist of two representatives nominated by TUH, two union delegates and two elected employee representatives. One union official from Together and United Voice can attend as required. Visitors may attend by invitation of the JCC.
- 3.3.4 Employees nominated to the JCC will be entitled to include the duties of the JCC as part of their normal workload, and will be provided with reasonable time to attend meetings and consult with other employees.

- 3.3.5 The JCC will consider decisions about employment-related matters arising from:
- (a) Implementation of this Agreement;
  - (b) Development of new and maintenance of existing employment policies and procedures;
  - (c) New business and operational initiatives which may affect employment conditions;
  - (d) Changes in relevant employment legislation; or
  - (e) Any other relevant matter that requires consultation under this Agreement.
- 3.3.6 The JCC does not replace the internal process of raising employment matters in accordance with the grievance and dispute settling procedure. The JCC will not consider matters that have not previously been raised with the relevant manager and/or executive manager.

### **3.4 DISPUTES AVOIDANCE AND SETTLEMENT PROCEDURE**

- 3.4.1 This clause sets out the procedure for resolving a dispute which relates to:
- 1. A matter arising under this Agreement;
  - 2. The National Employment Standards; or
  - 3. Other industrial matters likely to give rise to a dispute.
- 3.4.2 The aim of the dispute resolution procedure below is to encourage employees to resolve any disputes that arise as soon as possible by engaging directly in discussions with their manager or others, so that the issue can be resolved at the lowest possible level. At any stage, any of the steps may, by agreement between the parties to the dispute, be bypassed in the interests of achieving a timely resolution.
- 3.4.3 The process for resolving a dispute referred to above is set out below:
- Step 1**  
In the first instance, the employee should raise the matter with their manager and endeavour to resolve it by discussion.
- Step 2**  
If the matter remains unresolved after Step 1, or the nature of the matter means that it is not appropriate for the employee to speak to their manager, they can raise the matter with the executive manager and/or People & Culture for further discussions in an effort to resolve it.
- Step 3**  
If the matter still remains unresolved after Step 2 then the employee or TUH may refer the matter to the Fair Work Commission for resolution (including by conciliation and if that does not resolve the dispute, arbitration).
- 3.4.4 An employee who is a party to the dispute may appoint a representative for the purposes of this clause.
- 3.4.5 While the parties are trying to resolve the dispute using the above steps, the employee must continue to perform their work as normal, unless otherwise directed by TUH.
- 3.4.6 The parties agree that Steps 1 - 2 above should not exceed 28 days.

### **3.5 UNION MEMBERSHIP ENCOURAGEMENT AND RIGHTS AND RESPONSIBILITIES OF EMPLOYEE REPRESENTATIVES**

- 3.5.1 TUH will commit to working with the unions to develop strategies that promote and enhance union membership within TUH.
- 3.5.2 From commencement of this Agreement, TUH will pay employees to attend a maximum of four one hour union meetings in the workplace in each calendar year.
- 3.5.3 TUH and the unions agree to facilitate meeting times with employees that will minimise disruption to TUH business activities. It is agreed that the unions will provide notice to People & Culture of their intention to meet with employees.
- 3.5.4 To facilitate communication between employees and employee representatives at the workplace, the union shall have access to notice boards for the purpose of informing employees of employment issues affecting them.
- 3.5.5 Union representatives will be allowed reasonable access to facilities (telephones, filing cabinets, facsimile, e-mail, photocopy etc.) needed to perform their function, as agreed between the employer and union delegate concerned.
- 3.5.6 A union representative will be allowed such reasonable time during working hours to work on related projects, discuss matters relating to working conditions and other matters, with a view to avoiding industrial disputation or giving effect to the grievance procedure. Where the work activities of the representative will be affected by involving themselves in formal processes the representative will notify their manager of the time required.
- 3.5.7 TUH will reimburse reasonable pre-approved travel expenses of union delegates to attend workplace meetings. Any approval will be subject to reasonable notice. This provision will not be unreasonably withheld.
- 3.5.8 TUH will notify the relevant delegates of the appointment of new employees. During induction, all new employees will be introduced to the relevant delegates of both unions.

### **3.6 POSITIONS VACANT**

- 3.6.1 TUH has an obligation to ensure that recruitment and selection processes are fair and transparent.
- 3.6.2 All vacant positions within TUH, excluding short term temporary positions will be advertised to employees. Positions may be advertised internally and externally simultaneously.
- 3.6.3 TUH will encourage the promotion and appointment of suitable internal applicants and casual employees.

## **PART 4: SKILL ACQUISITION AND PERSONAL DEVELOPMENT**

### **4.1 MUTUAL OBLIGATIONS TO CONTINUOUS TRAINING & PROFESSIONAL DEVELOPMENT**

- 4.1.1 Training is an important and integral part of TUH's ongoing relationship with employees.

- 4.1.2 TUH will provide access to training and/or other development opportunities to ensure employees have all the skills and competencies needed to perform their job.
- 4.1.3 TUH is committed to optimising the career options of employees by:
- (a) Training and educating employees and providing retraining where appropriate; and
  - (b) Career development and equal opportunity.
- 4.1.4 TUH may provide study assistance to employees undertaking externally accredited study that is consistent with the needs of the business and the individual's career development.

## **PART 5: WORKING CONDITIONS**

### **5.1 CATEGORIES OF EMPLOYMENT**

Employees will be notified of their category of employment in the offer of employment letter as follows:

#### **5.1.1 PERMANENT FULL-TIME EMPLOYMENT**

- (a) Average ordinary hours of work for permanent full-time employees will be 7.6 hours per day, 38 hours per week, 76 hours per fortnight over a 12-week cycle or otherwise by mutual agreement as reflected in an individual flexibility arrangement.

#### **5.1.2 PERMANENT PART-TIME EMPLOYMENT**

- (a) A permanent part-time employee is an employee who is engaged to perform less than the full-time hours at the workplace on a reasonably predictable basis.
- (b) A variation to agreed working days and hours may be approved by mutual agreement to address personal and operational requirements.
- (c) After consultation with the employee, TUH may implement such changes provided that four weeks' notice is given of the proposed variation (unless a shorter period of notice is mutually agreed).

#### **5.1.3 TEMPORARY EMPLOYMENT**

- (a) This means that the employee is not a permanent employee. The employee is employed by TUH for a specific period of time, or event, or on a specific project as determined by the letter of employment between the employee and TUH.
- (b) With the exception of termination entitlements, including notice under clause 8.2 and redundancy provisions other than as expressly provided in clause 8.4, the employee shall receive, on a pro-rata basis (dependant on hours worked), equivalent pay and conditions to permanent full-time employees of the same classification.

#### **5.1.4 CASUAL EMPLOYMENT**

- (a) This means that the employee is not a permanent employee and that the hours of work and employment are subject to the employee's availability to work and TUH's need for their services.

- (b) There is no obligation on TUH to provide the employee work and rostering is at TUH's discretion.
- (c) The employee will be engaged by the hour with wages accruing from day to day and paid fortnightly. The employee will receive a minimum payment of three hours for each engagement. The employee will be paid 1/38<sup>th</sup> of the weekly wage applicable to the classification for each hour that is worked, plus a loading of 23%.

#### 5.1.5 FLEXIBLE WORKING ARRANGEMENTS

- (a) An employee may request flexible working arrangements that could include, but not be limited to:
  - i. Part-time;
  - ii. Job sharing;
  - iii. Working from home;
  - iv. Changes to working hours; and
  - v. Mentoring roles for employees planning retirement.
- (b) In making a decision about flexible work arrangements, the manager will consider the demands and nature of the employee's role, operational business needs, and the employee's personal requirements.

## 5.2 ROSTERS

- 5.2.1 TUH will implement workplace rosters where appropriate and with appropriate consultation.
- 5.2.2 Workplace rosters will be determined by TUH according to the needs of the company, the employee, our members and customers, and other team members.
- 5.2.3 TUH will consult with the employee in a genuine attempt to accommodate individual preferences for rostered working hours considering the employee's personal needs and impact on family and work life.
- 5.2.4 TUH will prepare rosters monthly in advance and will distribute the roster to the employee at least seven days prior to the beginning of each month. Any changes to the roster during the course of the month will be made with one week's notice after consultation with the employee, unless a shorter period of notice is agreed between the employee and their manager.
- 5.2.5 The roster will include but is not limited to the following information:
  - (a) Days or shifts to be worked;
  - (b) Hours to be worked per day or shift including starting and finishing times;
  - (c) Planned leave; and
  - (d) Rostered time off.
- 5.2.6 An employee may exchange days or shifts to be worked with their colleagues provided that the employee's arrangement has the prior approval of their manager and the exchange will not result in any additional cost to TUH.
- 5.2.7 The roster will allow for two consecutive days off per week unless otherwise mutually agreed.

- 5.2.8 Time off between days worked and shifts will be a minimum of 10 hours. If the employee has not had a 10 hour break, the employee will be released from duty until they have had a 10 hour break without loss of pay for ordinary working time occurring during such absence. If the employee has been instructed to resume work or continue work without a 10 hour break, the employee will be paid double rates until the employee is released from duty and will be entitled to a 10 hour break without loss of pay for ordinary working time occurring during such absence.

### **5.3 ORDINARY HOURS OF WORK**

- 5.3.1 Average ordinary hours of work for full-time employees will be 7.6 hours per day, 38 hours per week, 76 hours per fortnight or otherwise by mutual agreement.
- 5.3.2 By mutual agreement, an employee may be scheduled to work up to a maximum of 10 ordinary hours in a day.
- 5.3.3 Ordinary hours will be worked on any day Monday to Saturday.
- 5.3.4 The daily spread of hours for all employees shall be 7:00am to 8:00pm, Monday to Friday, and 7:00am to 4:00pm Saturday unless otherwise mutually agreed.
- 5.3.5 If an employee is rostered to work ordinary hours between 7:00pm and 8:00pm Monday to Friday, a shift allowance of \$7.00 will be paid for time worked between these hours. This allowance does not apply to casual employees.
- 5.3.6 All permanent employees working ordinary hours on a Saturday will receive a shift allowance of \$7.00 per hour with a minimum of \$30.00 per shift. This allowance does not apply to casual employees.

### **5.4 PUBLIC HOLIDAYS**

- 5.4.1 All permanent and temporary employees who work on a gazetted Queensland public holiday, double time and a half will be paid for each hour worked or part thereof, with a minimum payment of four hours.
- 5.4.2 By mutual agreement, a substituted paid day off may be taken in lieu of the holiday. The payment for the substituted day in these circumstances will not be subject to the loading as prescribed in clause 5.5 Overtime.

### **5.5 OVERTIME**

- 5.5.1 Overtime will be calculated to the nearest quarter of an hour of the total amount to be claimed in each pay fortnight. Approved overtime worked will be paid time and a half for the first three hours and double time thereafter on the same day.
- 5.5.2 Overtime will only be paid by TUH when an employee's manager has given prior approval to it being worked.

#### **5.5.3 PERMANENT FULL-TIME EMPLOYEES**

Permanent full-time employees are entitled to payment for overtime worked as follows:

- (a) For work directed by TUH and performed in excess of the rostered hours for the day when the notice provisions for changing rosters have not been met; or

- (b) For work performed in excess of the ordinary hours of work; or
- (c) For work performed outside the daily spread of hours.

#### **5.5.4 PERMANENT PART-TIME EMPLOYEES**

Permanent part-time employees are entitled to payment for overtime worked as follows:

- (a) If an employee is directed to work more than the number of hours scheduled in the letter of employment; or
- (b) For work performed in excess of the rostered hours for the day or shift; or
- (c) For work performed outside the daily spread of hours.

By mutual agreement with TUH, a part-time employee may elect to work additional ordinary hours above the number of hours scheduled, up to and including full-time equivalent hours. The additional hours so worked are to be taken into account in the pro rata calculation of all entitlements.

- 5.5.5 All time worked on a Sunday will be paid double time with a minimum payment for four hours.

#### **5.5.6 MEAL BREAKS DURING OVERTIME**

Employees will not be required to work for more than five hours without an unpaid meal break.

#### **5.5.7 OVERTIME MEAL ALLOWANCE**

An employee required to work more than two hours of overtime after the employee's normal ceasing time or on a Saturday or Sunday, without being given 24 hours' notice, will either be provided with a meal or paid a meal allowance of \$10.00, in the pay following their notification of worked overtime to payroll. Employees working from home are not entitled to the overtime meal allowance.

### **5.6 TIME OFF IN LIEU OF OVERTIME (TOIL)**

- 5.6.1 At the initiative of an employee, the employee and TUH may agree in writing to the employee taking time off in lieu of being paid for a particular amount of overtime that has been worked by the employee.
- 5.6.2 Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time in lieu of the employee being paid for it must be the subject of a separate agreement under clause 5.6.
- 5.6.3 An agreement must state each of the following:
  - (a) The number of overtime hours to which it applies and when those hours were worked;
  - (b) That TUH and employee agree that the employee may take time off instead of being paid for the overtime;
  - (c) The time or times the employee and TUH agree to be taken off; and



(d) That the agreement is subject to the provisions and conditions outlined in 5.6 of the TUH Enterprise Agreement 2017 – 2020.

- 5.6.4 The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.
- 5.6.5 Time off should be taken within the period of 1 month after the overtime is worked; and at a time or times within that period of 1 month agreed by the employee and TUH.
- 5.6.6 Unless otherwise agreed, time off in lieu of overtime that has been worked is not taken within a period of 6 months TUH must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- 5.6.7 Employees can only accumulate TOIL hours to a maximum of 15.2 hours unless otherwise agreed.
- 5.6.8 If the employee requests at any time, to be paid for overtime covered by an agreement under clause 5.6 but not taken as time off, TUH must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- 5.6.9 TUH must keep a copy of any agreement under clause 5.6 as an employee record.
- 5.6.10 TUH must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- 5.6.11 If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 5.6 applies has not been taken, TUH must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

## **5.7 MAKE UP TIME**

An employee may elect, with their manager's consent, to take time off during ordinary working hours and instead work those hours at an earlier time or later time (i.e. make up time). Make up time must be worked within two months or as otherwise agreed, of taking time off and must be worked during the spread of ordinary hours provided in the Agreement.

## **5.8 MEAL BREAKS AND REST PERIODS**

- 5.8.1 Employees are entitled to an unpaid meal break of not less than 30 minutes (between the third and sixth hour of work) and not more than one hour provided that the employee works at least five consecutive hours on any one day or shift.
- 5.8.2 In accordance with clause 5.8.1 the time and duration of meal breaks will be mutually agreed on considering personal and operational requirements.
- 5.8.3 If an employee is required to work six hours or more on any day, the employee is entitled to two paid 15 minute rest periods. If the employee is required to work between four and six hours on any day, the employee is entitled to one paid 15 minute rest period.

- 5.8.4 The timing of rest periods will be determined by the manager and subject to operational requirements.
- 5.8.5 For Dental employees, one 20 minute rest period and one 10 minute rest period will be provided if they are required to work six hours or more on any day.

**5.9 TEMPORARY AND PERMANENT RELOCATION**

- 5.9.1 An employee may be required to work in any of TUH’s operations on a temporary or permanent basis after consultation with the employee on terms and conditions that will apply to their transfer, provided such relocation is reasonable.
- 5.9.2 Where an employee transfers from one workplace location to another at the employee’s request, the employee will be responsible for all expenses associated with their relocation.
- 5.9.3 Where an employee transfers from one workplace location to another on a temporary or permanent basis upon TUH’s written direction, TUH will provide an appropriate level of financial assistance with consideration of the employee’s specific requirements.
- 5.9.4 Refer to clause 8.4.3 (c) for information regarding relocation due to redundancy.

**5.10 HIGHER DUTIES ALLOWANCE**

- 5.10.1 A higher duties allowance will be paid in instances where an employee performs the duties of a position of a higher classification for five or more consecutive days.
- 5.10.2 TUH reserves the right to identify that a higher duties position will require the assumption of full duties from commencement and as such will be paid at the highest tiered percentage as set out in the table at clause 5.2.3.
- 5.10.3 In instances where the employee will not be assuming the full duties of the higher classification, the allowance payable for the entire period of higher duties will be the greater of:

Number of weeks	Lowest base wage point of higher position	Employee’s salary
1-2 weeks	50%	5%
3-4 weeks	75%	10%
4 + weeks	100%	15%

- 5.10.4 Where possible, opportunities to act in higher positions will be afforded through an Expression of Interest (EOI) process across all, or part, of the organisation as appropriate.
- 5.10.5 Any handover period during which the employee being relieved is still working, or any time the reliever spends in training for the relieving role, will not be counted as higher duties.
- 5.10.6 Where required, the employee and TUH may agree to any other higher duties arrangement in circumstances not covered by this clause. Any such agreement must be in writing.

## **5.11 WORKERS COMPENSATION**

- 5.11.1 In the event of an injury or illness for which workers' compensation weekly payments are payable pursuant to the Workers Compensation and Rehabilitation Act 2003, TUH will pay the difference between the weekly payments made to the employee by WorkCover and the employee's base weekly wage or salary.
- 5.11.2 The contribution specified above shall commence six weeks after the first day of absence following the injury and shall cease 12 months from the date of injury.

## **PART 6: REMUNERATION**

### **6.1 WAGE, SALARY & CLASSIFICATION STRUCTURE**

- 6.1.1 The wages and salaries applying as at 30 June 2017 shall be increased by 2.5% from the first pay period to commence on or after 1 July 2017.
- 6.1.2 The wages and salaries applying as at 30 June 2018 shall be increased by 2.5% from the first pay period to commence on or after 1 July 2018.
- 6.1.3 The wages and salaries applying as at 30 June 2019 shall be increased by 2.5% from the first pay period to commence on or after 1 July 2019.
- 6.1.4 Full details of wages and salaries for all classifications are contained in Schedule 1 of this Agreement.
- 6.1.5 Employees in roles classified Organisational Group A – B can proceed to the next pay point of that organisational group up to the defined mid-point for each 12 months of service. A minimum of an "Achieved" rating is required for employees to progress to the mid-point.
- 6.1.6 Effective July 2018, employees employed in organisational group A – B may be eligible for additional wage increases in accordance with the TUH Classification and Remuneration Policy. Annual progression is based on "exceeded" or "exceptional" ratings in the employee's end cycle performance review and will be in the range of 1% - 3% of the employee's base salary up to the top of the relevant organisational group. Implementation will be in accordance with the Classification & Remuneration Procedure attached at Schedule 3. This procedure will be reviewed annually and may be amended by agreement between the Parties as set out in clause 1.6.

### **6.2 PAYMENT ARRANGEMENTS**

Wages or salary will be paid electronically into an account nominated by an employee each fortnight.

### **6.3 OVERPAYMENT**

- 6.3.1 Any overpayment/underpayment of an entitlement to an employee under this Agreement is repayable/payable as soon as practicable, subject to reasonable arrangements being agreed between the employee and TUH.
- 6.3.2 Any demonstrated bona fide overpayment made by TUH, if not repaid prior to termination, will be deducted from the employee's termination pay. Every reasonable effort will be made to consult with the employee about the overpayment prior to termination.

- 6.3.3 Any demonstrated bona fide underpayment owed to an employee will be paid as soon as the underpayment has been identified.

#### **6.4 SALARY SACRIFICE ARRANGEMENTS**

- 6.4.1 Employees may, with TUH's agreement, sacrifice part of their base wage or salary for generally acceptable items (e.g. superannuation, novated lease etc.) as determined by TUH.
- 6.4.2 Any fringe benefits tax and external administration costs incurred as a result of a salary sacrifice or salary packaging arrangement will be met by the employee and TUH will deduct such tax and costs from the employee's wage or salary.
- 6.4.3 Salary sacrifice arrangements may be reviewed to ensure compliance with the relevant legislation.

#### **6.5 SUPERANNUATION**

- 6.5.1 TUH will make superannuation contributions for each employee at a rate that avoids TUH being liable for the superannuation surcharge and in accordance with the requirements of the Superannuation Guarantee (Administration) Act 1992, as amended from time to time.
- 6.5.2 TUH will make employer contributions, including those made under salary sacrifice arrangements, into an employee's choice of superannuation fund.
- 6.5.3 Should an employee fail to nominate a fund, TUH will make superannuation contributions into the TUH default fund. TUH has nominated HESTA as the default fund.
- 6.5.4 Employees may elect to change the fund into which contributions will be made once each 12 months.
- 6.5.5 Permanent full-time and part-time employees may elect to make a voluntary pre-tax and/or post-tax contribution of 5% of base wage or salary to their superannuation scheme, and TUH will make an additional contribution of 4% based on the base wage or salary. Nothing prevents the employee from making additional pre-tax voluntary contributions in accordance with salary sacrifice arrangements (Refer 6.4 – Salary Sacrifice Arrangements).

#### **6.6 PRIVATE HEALTH INSURANCE BENEFIT**

- 6.6.1 Upon completion of three months' continuous service, permanent full-time employees may elect to become a member of TUH and receive the Private Health Insurance (PHI) Benefit.
- 6.6.2 Upon completion of three months' continuous service, employees on long term temporary contracts (i.e. 12 months or more) may elect to become a member of TUH and receive the PHI Benefit.
- 6.6.3 The PHI Benefit will be \$1707 per annum from the commencement of this Agreement. This amount will be increased by the average TUH premium increase in April 2018, April 2019 and April 2020.

6.6.4 Permanent part-time employees will be entitled to a pro rata PHI Benefit based on the employees averaged hours worked for the previous three months. Casual employees are not entitled to the PHI Benefit.

## 6.7 UNIFORM BENEFIT

6.7.1 Upon completion of three months' continuous service all permanent employees will be eligible to receive a uniform benefit.

a) The uniform benefit will be distributed to employees on a three-year cycle:

Year 1	\$1,000 (including GST)
Year 2 & 3	\$400 (including GST)

b) Employees with a commencement date preceding 1 July 2017 will align with the uniform benefit outlined in 6.7.1(a) based on the year they received the initial uniform benefit.

c) The benefit is not cumulative and any benefit not utilised in the 12 months following the allocation of the benefit will be forgone.

d) Part-time employees will receive a pro rata benefit based on average days worked in the preceding three months.

6.7.2 Long term casual employees who TUH are anticipated to have ongoing employment will receive, after six months of continuous service, a pro rata corporate wardrobe benefit based on average hours worked in the preceding six months.

6.7.3 Temporary employees will be eligible for the uniform benefit as described in the Uniform & Corporate Dress Policy.

## 6.8 VEHICLE ALLOWANCE

An employee required by the employer to use the employee's motor vehicle in the performance of duties will be paid the 'cents per kilometre' rate as prescribed by the Australian Taxation Office except where an annual vehicle allowance is provided.

## 6.9 CLASSIFICATION AND POSITION PROFILES

6.9.1 All employees, within TUH's operations, will have a position description.

6.9.2 Position descriptions will be reviewed as regularly as required in relation to duties, key accountabilities or skill requirements. Where a position has changed sufficiently to warrant a possible reclassification, TUH will undertake a timely re-evaluation of the position in consultation with the employee and, where requested, their representative.

6.9.3 Employees may request a re-evaluation of their position description as required in recognition of a range of matters including:

- (a) A change of duties;
- (b) Increased duties; or
- (c) A change of management responsibilities.

6.9.4 In the absence of resolution, the parties may exercise the provisions of the Disputes Avoidance and Settlement Procedure in clause 3.4.

## **PART 7: EMPLOYEE LEAVE ENTITLEMENTS**

### **7.1 NATIONAL EMPLOYMENT STANDARDS**

#### **7.1.1 EMPLOYMENT STANDARDS**

The National Employment Standards (NES) are minimum entitlements specified in Part 2-2 of the Fair Work Act 2009. A summary of the leave entitlements from the NES are included in this Agreement. For the purposes of the NES leave entitlements, the following summary of the general provisions apply:

#### **7.1.2 CONTINUOUS SERVICE**

“Continuous Service” is the period during which an employee is employed by the employer provided that the following periods of absence during employment do not count as service:

- (a) A period of unauthorised absence; or
- (b) A period of unpaid leave except absence on community service leave.

#### **7.1.3 NOTICE**

To be entitled to leave an employee must give the employer notice as soon as reasonably practicable regarding the type of leave to be taken and must advise the employer of the period, or expected period of the leave.

#### **7.1.4 DOCUMENTARY EVIDENCE**

Subject to the provisions of the Agreement, to be entitled to payment for the leave the employee, when required by the employer, must provide evidence that would satisfy a reasonable person that the leave was taken for the purpose it is provided in the NES.

### **7.2 ANNUAL LEAVE**

#### **7.2.1 ENTITLEMENT**

- (a) Full-time employees are entitled to four weeks (152 hours) paid annual leave per year.
- (b) The entitlement accrues progressively during a year of service according to ordinary hours worked.
- (c) Leave loading of 17.5% will apply to annual leave taken, and/or paid out on termination of employment.

#### **7.2.2 ADDITIONAL ANNUAL LEAVE OPTION**

Permanent employees with at least twelve months' continuous service may make an application to accrue up to two weeks' additional leave for a proportionate salary over a full twelve-month period. Any application for the additional annual leave option will not be unreasonably refused.

Employees with a commencement date preceding the date of effect of this agreement will have their request to elect additional leave automatically approved.



### **7.2.3 TAKING ANNUAL LEAVE**

- (a) An employee may take annual leave at a time agreed between them and their manager. At least four weeks' notice should be given when applying to take annual leave. Shorter notice of annual leave may be acceptable at the discretion of the manager, subject to operational and business requirements.
- (b) In the interests of employee wellbeing TUH encourages employees to take their full annual leave entitlement each year, and will require all employees to take a period of at least two consecutive weeks each year which may include a combination of leave and gazette Queensland public holidays.
- (c) Managers may require employees to take annual leave by giving at least four weeks' notice in the following circumstances:
  - (i) As part of a Christmas shut-down period; or
  - (ii) Where more than eight weeks' leave is accrued.

### **7.2.4 CASHING OUT ACCRUED ANNUAL LEAVE**

An employee may request in writing to forgo an amount of annual leave and to receive payment of that amount (including the leave loading) in lieu of taking the leave. The minimum amount of leave that can be requested to be cashed out is one week and payment is conditional on the company agreeing to the request. An employee must have at least four weeks accrued annual leave remaining after the cash out.

### **7.2.5 PAYMENT FOR ACCRUED BUT UNTAKEN ANNUAL LEAVE ON TERMINATION**

- (a) TUH will pay an employee for all untaken annual leave on termination of employment.
- (b) The payment will be calculated on the basis of the amount that would have been payable to an employee, had they taken that leave at the time of the termination of employment (subject to the deduction of tax in the normal way).

## **7.3 PERSONAL/CARER'S LEAVE**

### **7.3.1 PAID PERSONAL/CARER'S LEAVE ENTITLEMENT**

- (a) For each year of service with the employer, an employee, other than a casual employee, is entitled to 10 days of paid personal/carer's leave subject to clause 7.3.1(b).
- (b) A part-time employee will accrue an amount of paid personal/carer's leave based on the entitlement above, but calculated on a pro rata basis having regard to their ordinary hours of work.
- (c) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

### **7.3.2 TAKING PAID PERSONAL/CARER'S LEAVE**

An employee may take paid personal/carer's leave if the leave is taken:



- (a) Because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) To provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
  - (i) A personal illness, or personal injury, affecting the member; or
  - (ii) An unexpected emergency affecting the member.

**7.3.3 EVIDENCE REQUIRED FOR PAID PERSONAL/CARER'S LEAVE**

- (a) Evidence supporting a claim for paid personal/carer's leave will be required if an employee takes more than two consecutive days of paid personal/carer's leave.
- (b) If an employee does not provide evidence when required, they will not be paid for the absence.

7.3.4 In addition to the requirements of clause 7.3.3 where an employee is required, they shall provide evidence supporting a claim for paid personal/carer's leave if they have been absent from duty in a manner which is systematic or exhibits a pattern, or where management believes on reasonable grounds that the absence is not for a bona fide personal/carers leave reason. If an employee is asked to produce evidence from a duly qualified medical practitioner and fails to do so, there shall be no entitlement to payment.

7.3.5 When taking personal/carer's leave employees are responsible for notifying their manager, on the day of the absence, that personal/carer's leave is being taken and the estimated period of absence. This notification is required before the beginning of the employee's ordinary start time for that day unless they have previously advised of the absence, or they are medically incapacitated.

**7.3.6 EMPLOYEE TAKEN NOT TO BE ON PAID PERSONAL/CARER'S LEAVE ON PUBLIC HOLIDAY**

If the period during which an employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday.

**7.3.7 PAYMENT FOR PAID PERSONAL/CARER'S LEAVE**

If, in accordance with this clause, an employee takes a period of paid personal/ carer's leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

**7.3.8 RE-CREDITING OF LEAVE IN THE EVENT OF SICKNESS**

If an employee falls ill during other leave (except parental leave) and has provided evidence as required by this clause, the employee may convert the leave to personal/carers leave, contingent upon the following criteria:

- (a) Having sufficient accruals to cover that period; and
- (b) TUH has received timely notice of the use of personal/carers leave.

## **7.4 UNPAID CARER'S LEAVE**

### **7.4.1 UNPAID CARER'S LEAVE ENTITLEMENT**

An employee is entitled to two days of unpaid carer's leave for each occasion (a *permissible occasion*) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:

- (a) A personal illness, or personal injury, affecting the member; or
- (b) An unexpected emergency affecting the member.

### **7.4.2 TAKING UNPAID CARER'S LEAVE**

- (a) An employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in clause 7.4.1.
- (b) An employee may take unpaid carer's leave for a particular permissible occasion as:
  - (i) A single continuous period of up to two days; or
  - (ii) Any separate periods to which the employee and the employer agree.
- (c) An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.
- (d) Evidence supporting a claim for unpaid carer's leave will be required if the employee takes more than two consecutive days of carer's leave.
- (e) In addition to the requirements of clause 7.4.2 (d) where an employee is required, they shall provide evidence supporting a claim for unpaid carer's leave if they have exhausted their paid carer's leave or been absent from duty in a manner which is systematic or exhibits a pattern, or where management believes on reasonable grounds that the absence is not for a bona fide carers leave reason.
- (f) When taking unpaid carer's leave employees are responsible for notifying their manager, on the day of the absence, that unpaid carer's leave is being taken and the estimated period of absence. This notification is required before the beginning of the employee's ordinary start time for that day unless they have previously advised of the absence.
- (g) TUH will investigate the suitability of allowing an employee to work from home instead of utilising carer's leave.

## **7.5 COMMUNITY SERVICE LEAVE**

Subject to this clause and the National Employment Standards, employees are eligible for unpaid community service leave if they are required to engage in an eligible community service activity.

- (a) The period during which the employee is entitled to be absent from work to engage in the activity includes:
  - (i) The time when the employee is engaged in that activity;
  - (ii) Reasonable travelling time associated with that activity; and

- (iii) Reasonable rest time immediately following that activity.

Provided that the employee's absence is reasonable in all the circumstances (unless the activity is jury service).

- (b) Eligible community service includes jury service and a voluntary emergency management activity.
- (c) However, for activities other than jury service, an employee is only entitled to be absent from work for a period if the absence is reasonable in all the circumstances.
- (d) If an employee is absent from work for a period because of jury service and they are not a casual employee, the community service leave outlined above will be paid leave, subject to any jury service pay the employee receives being paid to TUH. Employees are entitled to retain any travel expenses or meal money they receive in relation to jury service.
- (e) For eligible community service activities (excluding jury service), TUH will pay employees a maximum of five days leave per annum.
- (f) Employees may apply to access their accumulated leave entitlements or access unpaid leave for extended periods of community service leave.

7.5.1 Managers will approve community service leave subject to operational requirements. Such leave will be paid at an employee's base wage for ordinary/rostered hours.

## **7.6 BLOOD DONORS LEAVE**

7.6.1 All employees are encouraged to participate in the TUH Red Cross blood donation program. Every three months full-time and part-time employees are entitled to a maximum of three hours leave during working hours for the purpose of donating blood at a Red Cross blood bank.

7.6.2 Employees must advise their manager as soon as possible of their intention to participate in the TUH blood donation program and leave may be granted subject to operational requirements.

## **7.7 RESERVE DEFENCE FORCES LEAVE**

TUH supports the activities of the Australian Defence Force Reservists and will provide salary maintenance for an employee should they be called up to serve as a Reservist in accordance with the clause below:

- (a) If the wage paid by TUH is greater than that an employee would be paid by the Australian Defence Force, the employee will be paid an amount equal to the difference between the gross full-time daily wage for the TUH position and the gross pay made by the Australian Defence Force for duties performed during the period of defence force leave.

## **7.8 COMPASSIONATE LEAVE**

- (a) Employees are entitled to compassionate leave in accordance with the National Employment Standards as a minimum unless an additional benefit is provided below.

- (b) Permanent and temporary full-time employees are entitled to a period of up to three days' compassionate leave on each separate occasion when a member of their immediate family or household:
  - (i) Is suffering a life-threatening illness or injury; or
  - (ii) Dies.
- (c) Permanent and temporary part-time employees will be entitled to a period of compassionate leave based on the entitlement above, but calculated on a pro rata basis having regard to their ordinary hours of work. This entitlement will not be less than two days per occasion.
- (d) Employees are entitled to a period of one day's compassionate leave in the event that a member of their extended family dies.
- (e) For:
  - (i) Employees (other than casual employees), the compassionate leave above is paid leave; and
  - (ii) Casual employees, the compassionate leave above is unpaid leave.
- (f) This entitlement does not accrue from year to year.
- (g) As well as compassionate leave, it may be possible for an employee to use accrued annual leave to take additional time off work. In addition, the employee may, at the discretion of their manager, also be able to take unpaid leave to help them through this period.

#### **7.8.1 TAKING COMPASSIONATE LEAVE**

- (a) The compassionate leave entitlement may be split, for example, to allow for attendance at the funeral at a later date, or for taking compassionate leave over part days.
- (b) Employees must give notice to their manager of their intention to take compassionate leave and the estimated period of absence as soon as practicable.
- (c) Payment for compassionate leave will be made on the employee's base pay for their ordinary rostered hours during the period of leave taken.

#### **7.9 LEAVE TO ATTEND INDUSTRIAL TRAINING**

- 7.9.1 The scope, content and level of industrial training offered to delegates and representatives will contribute to a better understanding of industrial relations.
- 7.9.2 TUH will grant union delegates and representatives a maximum of 50 days (380 hours) paid leave per calendar year to attend industrial training or union related activities, or participate in secondments.
- 7.9.3 Each delegate or representative will be granted a maximum of five days (38 hours) paid leave per calendar year to attend industrial training subject to operational requirements.
- 7.9.4 Upon request and subsequent approval by the Manager, People and Culture delegates and representatives may be granted paid time off to attend committee meetings, union conferences and participate in secondments. TUH will consider requests up to a maximum of five days (38 hours) paid leave per calendar year.

- 7.9.5 TUH may agree to provide additional paid or unpaid days beyond these provisions for delegates or representatives for special leave. Such agreement will be subject to approval by the Manager, People and Culture, and the delegates' or representatives' manager, and will not be unreasonably withheld.
- 7.9.6 TUH and the union agree to facilitate industrial training schedules that will minimise disruption to TUH business activities, with such leave not being unreasonably refused. It is agreed that the union will provide timely notice to People & Culture of the requirement for a delegate to attend industrial training.
- 7.9.7 On any day that a delegate is required to attend industrial training, the number of hours that they would have been rostered to work for that day will be the number of hours paid to attend the industrial training.

## **7.10 LEAVE WITHOUT PAY**

- 7.10.1 TUH may, at its discretion, grant the employee up to 26 weeks of unpaid leave.
- 7.10.2 Unpaid leave is available to meet an employee's personal needs including a career break, study, and exceptional or extenuating circumstances.

## **7.11 PARENTAL LEAVE**

### **7.11.1 UNPAID PARENTAL LEAVE**

- (a) Employees will receive unpaid parental leave entitlements (unpaid parental leave) as specified in the Fair Work Act, as amended from time to time. In summary, and without intending to affect those entitlements, if an employee meets the eligibility requirements, they will be able to take 12 months' unpaid parental leave, with the right to request an additional 12 months' unpaid parental leave.
- (b) In summary (and without intending to affect any entitlements an employee may have under the Fair Work Act, as amended from time to time), as at the commencement date of this Agreement, employees are eligible for parental leave under the Fair Work Act if they are:
- (i) A full-time or part-time employee, who has completed at least 12 months' continuous service with TUH, immediately before the expected date of birth or day of placement of the child; or
  - (ii) A casual employee who has been engaged by TUH on a regular and systematic basis over a time-frame of at least 12 months, and who (but for an expected birth or placement of a child) would have a reasonable expectation of continuing engagement with TUH on a regular and systematic basis.
- (c) There is no limit to the number of times an employee is able to take parental leave.
- (d) Employees are able to access the following options from TUH during the first 12 months of approved unpaid parental leave:
- (i) TUH Paid parental leave in accordance with clause 7.11.2;
  - (ii) Accrued annual leave;
  - (iii) Accrued long service leave.

- (e) An employee and TUH may agree that the employee can perform paid work during a period of unpaid parental leave. This work will be performed on terms and conditions as agreed between the employee and TUH, which may differ from their pre-leave position.
- (f) For a period of up to 40 weeks of unpaid parental leave TUH will pay into an employee's nominated superannuation fund the superannuation contributions to which they would have been entitled had they not been on unpaid parental leave.

### 7.11.2 Paid Parental Leave

- (a) Full-time or part-time permanent employees who:
  - (i) Have completed at least 12 months' continuous service with TUH, immediately before the expected date of birth or day of placement of the child; and
  - (ii) Are the primary carer upon the date of birth or day of placement of the child, then, subject to this clause, the employee is entitled to a period of paid parental leave (paid parental leave) as follows:
    - Twelve continuous weeks pay at the employee's base pay for ordinary hours during the period of leave taken; or
    - Twenty four continuous weeks at the employee's base pay for half of the ordinary hours during the period of leave taken.
  - (iii) The spouse of a primary care giver who is on parental leave is entitled to two weeks paid parental leave. This leave must be taken within eight weeks of the birth or adoption of the child and may be taken in two one week periods.
- (b) For part-time employees, payment for parental leave is based on the full-time entitlement, but calculated on a pro rata basis, having regard to the employee's average ordinary hours worked in the six months immediately prior to commencing the leave.
- (c) In relation to paid parental leave:
  - (i) This leave commences upon the date of birth or day of placement of the child, unless the leave is birth-related leave for a female employee who is pregnant, in which case the period of leave may start up to six weeks before the expected date of birth;
  - (ii) This leave is taken concurrently with unpaid parental leave. That is, a period of paid parental leave does not extend the total period during which the employee may be absent on parental leave;
  - (iii) The employee must inform TUH whether they wish to take paid parental leave at full pay or half pay.
- (d) In the unfortunate instance that an employee's pregnancy terminates within 20 weeks of the expected date of birth, they will be entitled to paid parental leave;
- (e) TUH's paid parental leave is exclusive of any legislative paid parental leave.

## 7.12 LONG SERVICE LEAVE

- 7.12.1 Full-time permanent employees will be entitled to long service leave at the rate of 1.5 weeks for each completed period of 12 months' service. Service prior to 6 October 1998 will attract long service leave at the rate of 1.3 weeks on full wage or salary for each completed period of 12 calendar months' service. Part-time employees are entitled to pro rata entitlements based on the number of hours worked. Casual employees are entitled to long service in accordance with the *Industrial Relations Act 1999* (Qld).

- 7.12.2 Employees will be entitled to take long service leave after the completion of seven years' continuous service with TUH.
- 7.12.3 The minimum period of long service leave which may be taken is one week. TUH will not unreasonably decline the taking of long service leave. Employees must give eight weeks' notice of their request to take long service leave, unless otherwise agreed.
- 7.12.4 Long service leave will be taken at times agreed between the employee and their manager. If agreement cannot be reached, the manager may direct the employee to take leave to which the employee is entitled and TUH will give the employee at least three months' notice before the leave is to commence.
- 7.12.5 An employee may be directed to take a maximum of four weeks leave and the employee must have a minimum balance of 16 weeks' leave accrued before being directed to take this leave.  
As from 1 July 2015, an employee must have a minimum balance of 11 weeks leave accrued before they can be directed to take long service leave. An employee may be directed to take any amount of leave that exceeds this amount.
- 7.12.6 If directed to take long service leave, the employee cannot be directed to take any further long service leave for a period of two years after the end of the period of leave taken.
- 7.12.7 An employee may, by mutual agreement, take long service leave over double the length of time and be paid for half of the ordinary hours during the period of leave taken.
- 7.12.8 An employee who has completed seven or more years' continuous service with TUH and leaves their employment for any reason other than serious misconduct will receive payment on termination in respect of any accrued but untaken long service leave entitlement.

For persons employed as at 30 June 2014, TUH will pay out accrued long service leave if the employee resigns their employment or if the employee's employment is terminated after completing five years' continuous service with TUH. The employee will be paid the pro rata equivalent of their accrued long service leave based on the number of hours worked with TUH.

- 7.12.9 An employee may, with the approval of their manager, cash out a minimum of five days (38 hours) and a maximum of ten days (76 hours) accumulated long service leave entitlement per annum if the employee has more than five years' service but less than seven years' service. This provision applies to persons employed by TUH as at 30 June 2014.

An employee may, with the approval of their manager, cash out their accumulated long service leave entitlement once per annum if the employee has more than seven years' service and provided they have a remaining balance of at least four weeks.

### **7.13 TAKING UNPAID LEAVE – LONG TERM CASUAL**

- (a) A long term casual employee may take unpaid leave at a time agreed between the employee and their manager. At least four weeks' notice should be given when applying to take such leave. Shorter notice may be acceptable at the discretion of the manager, subject to operational and business requirements.

(b) Managers may require long term casual employees to take unpaid leave by giving at least four weeks' notice as part of an operational shut-down period.

## **7.14 FAMILY AND DOMESTIC VIOLENCE LEAVE**

7.14.1 TUH recognises that some of its employees may experience situations of violence and abuse in their domestic life which may impact on their attendance or performance at work.

7.14.2 Family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

7.14.3 An employee experiencing family violence may raise the issue with their manager or the Manager, People and Culture. The manager may seek advice from the People & Culture team.

7.14.4 Employees experiencing family/domestic violence are entitled to 10 days per year special paid leave for the purposes of attending medical appointments, legal proceedings, seeking safe housing or other activities related to dealing with family/domestic violence. Additional paid leave may be available upon application to the Manager, People and Culture. The amount of leave provided will be determined by the individual's situation through consultation between the employee, their manager and the Manager, People and Culture.

7.14.5 TUH at its discretion may request relevant supporting evidence which can take the form of a document issued by the police, a court, a medical practitioner, a family violence support service, a lawyer, or a counselling professional.

7.14.6 Nothing in this clause precludes an employee from accessing paid leave in accordance with the provision of clause 7.3 Personal/Carer's Leave or clause 7.2 Annual Leave. The employee may also request a period of unpaid leave.

7.14.7 An employee experiencing family violence will be offered the services of an Employee Assistance Program.

7.14.8 All personal information concerning family/domestic violence will be kept confidential in line with relevant TUH policies and relevant legislation.

## **PART 8: TERMINATION AND REDUNDANCY**

### **8.1 NOTICE THE EMPLOYEE IS ENTITLED TO IF TUH TERMINATES THEIR EMPLOYMENT**

8.1.1 In the event of termination or redundancy and if the employee is a permanent employee the employee is entitled to notice or payment in lieu of notice based on the years of completed service with TUH as follows:

Years of Continuous Service	Notice
0 to 1 year	1 week
Over 1 to 3 years	2 weeks
Over 3 to 5 years	3 weeks
Over 5 years	4 weeks



The discretion of working the notice period or TUH making payment in lieu of notice rests with TUH.

In addition to the above notice, the employee will receive an extra week's notice if the employee is over 45 years of age and has at least two years' continuous service with TUH.

8.1.2 The provisions of this clause shall not affect the right of TUH to dismiss an employee without notice for wilful or serious misconduct or other lawful cause for summary dismissal, in which case the employee will be paid wages and accumulated entitlements up to the time of dismissal only.

## **8.2 NOTICE THE EMPLOYEE NEEDS TO PROVIDE IF THE EMPLOYEE WISHES TO TERMINATE THEIR EMPLOYMENT**

8.2.1 Employees classified in Organisational Group A – C are required to provide at least two weeks' notice in writing if wishing to terminate their employment, or TUH may choose to pay the employee two weeks' salary in lieu of the employee working the notice period. Employees classified in Organisational Group D – F are required to provide at least four weeks' notice in writing if wishing to terminate their employment, or TUH may choose to pay the employee four weeks' salary in lieu of the employee working the notice period. In normal circumstances employees are required to provide the maximum amount of notice.

8.2.2 Unless otherwise agreed, if an employee fails to provide sufficient notice, TUH is entitled to deduct from the employee's termination pay the equivalent amount of notice which the employee has failed to provide.

8.2.3 For the purpose of calculating payments for part-time employees who fail to provide the required period of notice, a weeks' pay will be calculated by multiplying the base hourly rate of pay and the aggregated hours worked provided that overtime, penalty rates, shift allowances, bonuses and any other ancillary payments are excluded. The aggregated hours worked is equal to the total number of hours worked divided by the total number of weeks of employment.

8.2.4 If an employee terminates their employment during the first six months, the employee must give TUH at least one week notice. If the employee fails to provide sufficient notice TUH is entitled to deduct from the employee's termination pay the equivalent amount of notice which the employee has failed to provide.

## **8.3 OUTSTANDING MONIES**

8.3.1 Any outstanding monies owed by the employee to TUH will be deducted from the final payment of monies made to the employee with details provided of calculations. Any monies still outstanding following the deduction from the final payment must be paid within 14 days of termination.

## **8.4 REDUNDANCY**

8.4.1 Redundancy provisions contained in this clause will apply to all employees other than:  
(a) A casual employee;  
(b) A long term casual employee;  
(c) A temporary employee; or  
(d) Where the employee's employment is terminated for reasons other than redundancy.

8.4.2 The consultation process detailed in clause 3.1 Employee Consultation applies in the case of redundancy. In addition, the following provisions represent TUH's commitment and responsibilities to employees:

- (a) Where a position or positions have been deemed to be redundant, TUH will hold discussions with the employee(s) directly affected and the relevant union(s), or employee nominated representative/s as soon as practicable, provided that TUH will not be required to disclose in those discussions any personal information.
- (b) Where voluntary redundancy or redeployment is considered appropriate, expressions of interest will be called for from employees. TUH reserves the right to select the positions/people to be made redundant.
- (c) TUH is committed to ensuring situations involving possible redundancy are dealt with fairly and promptly. TUH recognises the need to minimise uncertainty for the people affected by changed circumstances as well as the need to prepare for operational changes and will seek, wherever possible, to resolve these situations within one month after the position is deemed to be redundant unless otherwise agreed between the relevant parties.
- (d) Where, as a result of redeployment due to redundancy, the new position is paid at a lower classification level, the employee will continue to receive their existing wage or salary for a period of:
  - i. Six months from the date of transfer if they are under 45 years of age or have been employed by TUH for less than seven years; or
  - ii. Twelve months from the date of the transfer if they are over 45 years of age or have been employed by TUH for more than seven years.

The transferred employee's wage or salary will be adjusted to the lower classification upon completion of the wage or salary maintenance period.

- (e) For the purposes of this clause, a suitable alternative is a job, role or position in which the terms and conditions of employment are substantially similar to, and considered on an overall basis, no less favourable than the terms and conditions of the employee's role with TUH immediately before their role was made redundant.
- (f) In the application of (e) above TUH will take into account the following factors:
  - i. The employee's skills, experience and capabilities;
  - ii. The duties and requirements of any comparable role;
  - iii. The location of the comparable role; and
  - iv. Any other relevant factors.
- (g) Redeployed employees will be eligible for redundancy benefits if it is found by TUH within a period not exceeding six months from the date of redeployment that the alternative position is unsatisfactory.
- (h) Following preliminary discussions, if TUH determines that termination/s must proceed, TUH will provide in writing to the employee/s concerned and the union of which they are a member, information about the proposed termination/s including the reasons for the proposed termination/s and the number of categories of employee/s likely to be affected.

8.4.3 Redundancy can occur when after consideration of a business case and after the exhaustion of the redeployment process:

- (a) TUH decides that it no longer requires the job to be done by anyone employed TUH; or
- (b) The number of positions required for a given classification/job are greater than the number that is necessary for the efficient and economical working of TUH; or
- (c) The services of an employee cannot be effectively used because of technological or other changes in the work methods of TUH or changes in the nature, extent or organisation of the functions of TUH; or
- (d) Where the duties usually performed by an employee are to be performed at a different locality and the employee is not willing to perform duties at the locality and TUH has determined that the redundancy provisions apply to that employee; and this results in the termination of the employee's employment.

8.4.4 TUH will offer outplacement assistance to an employee affected by redundancy at TUH's cost.

**8.4.5 SEVERANCE PAYMENTS**

- (a) All employees made redundant will be entitled to the following minimum standards of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	8
More than 4 years but not more than 5 years	10
More than 5 years but not more than 6 years	12
More than 6 years but not more than 7 years	14
More than 7 years but not more than 8 years	16
More than 8 years but not more than 9 years	18
More than 9 years but not more than 10 years	20
More than 10 years but not more than 11 years	22
More than 11 years but not more than 12 years	24
More than 12 years but not more than 13 years	26

For service of more than 13 years, an additional two weeks' severance pay per year of service will be made to a maximum of 52 weeks' pay.

- (b) Weeks' pay means the ordinary time rate of pay for the employee concerned provided that the following amounts are excluded from the calculation of the ordinary time rate of pay; overtime, penalty rates, shift allowances, bonuses and any other ancillary payments.
- (c) For the purpose of calculating severance payments for part-time employees, a weeks' pay will be calculated by multiplying the base hourly rate of pay and the aggregated hours worked provided that overtime, penalty rates, shift allowances, bonuses and any other ancillary payments are excluded. The aggregated hours worked is equal to the total number of hours worked divided by the total number of weeks of employment.

#### **8.4.6 TIME OFF DURING NOTICE PERIOD**

- (a) Where a decision has been made to terminate an employee due to redundancy, the employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) Employees over the age of 45 with more than two years of service will be entitled to four days off in total to look for alternative work.

#### **8.4.7 EMPLOYEE LEAVING DURING NOTICE**

An employee whose employment is terminated due to redundancy may terminate their employment during the period of notice and will be entitled to the same benefits and payments under clause 8.4 Redundancy had they remained with TUH until the expiry of the notice, provided that, the employee will not be entitled to payment in lieu of notice.

#### **8.5 TRANSMISSION OF BUSINESS**

- 8.5.1 Where TUH's business or part of TUH's business is transmitted from TUH (the transmitter) to another employer (the transmittee), and an employee who at the time of such transmission was an employee of the transmitter in that business and becomes an employee of the transmittee, TUH will endeavour to ensure that:
  - (a) The continuity of the employment of the employee will be deemed not to have been broken by reason of such transmission; and
  - (b) The period of employment which the employee has had with the transmitter or any prior transmitter will be deemed to be service of the employee with the transmittee; and
  - (c) The employee is offered suitable alternative employment, considered on an overall basis, with the transmittee.
- 8.5.2 If the employee is offered suitable alternative employment, considered on an overall basis, and their service with the transmittee is recognised, no severance or redundancy pay or entitlements will be payable, if the employee refuses employment with the transmittee.
- 8.5.3 In this clause, business includes trade, process, business or occupation and includes part of any such business and transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

**SCHEDULE 1: TUH Classification Remuneration Table**

From the first pay period to commence on or after 1 July 2017

	Annual Remuneration	
<b>Organisational Group</b>	Business, Corporate & Customer Service	Clinical
<b>Org Group A</b>	\$40,080	\$40,080
	\$42,752	\$42,752
	\$45,424	\$45,424
	\$48,096	\$48,096
	\$50,768	\$50,768
	\$60,120	\$60,120
<b>Org Group B</b>	\$49,880	\$49,880
	\$52,605	\$52,605
	\$55,331	\$55,331
	\$58,056	\$58,056
	\$60,781	\$60,781
	\$70,320	\$70,320
<b>Org Group C</b>	\$60,000 - \$84,084	\$60,000 - \$84,084
<b>Org Group D</b>	\$67,840 - \$101,760	\$67,840 - \$101,761
<b>Org Group E</b>	\$88,080 - \$115,000	\$88,080 - \$132,121
<b>Org Group F</b>		\$125,440 - \$195,160

## SCHEDULE 2: Classification Descriptors

Business, Corporate & Customer Service

Organisational Group
A
B
C
D
E

Technical and Operational

Organisational Group
A
B
C
D
E
F

## **SCHEDULE 3: Classification and Remuneration Procedure**

### **Classification and Remuneration Procedure**

#### **Procedure Purpose**

To provide an overview of the process used to determine an employee's remuneration.

#### **Procedure Details**

##### **Annual Wage Increment Increases**

- Employees covered by the TUH Enterprise Agreement receive wage increases as prescribed by the Agreement.

##### **Job Evaluation and Benchmarking**

- TUH will review and benchmark the remuneration for all positions covered by the TUH Enterprise Agreement as part of the enterprise bargaining process using a points-based job evaluation methodology.
- TUH will benchmark remuneration for positions covered by the TUH Enterprise Agreement against the private health insurance industry and/or the general insurance market.
- TUH will benchmark remuneration for positions not covered by the TUH Enterprise Agreement in line with the process outlined in the Executive Remuneration Policy.
- Remuneration may be reviewed and monitored as part of the budgeting process, as part of the enterprise bargaining process, or as otherwise determined by TUH.

##### **Employment Classification Structure**

- Job evaluation data will be used in determining and reviewing employment organisational groups for positions covered by the Enterprise Agreement.
- Organisational groups will be based on clusters of positions with similar points-value, and reflect the differences between positions as indicated by the job evaluation criteria.
- Job evaluation and employment classification will be determined by People & Culture after a process of moderation and in consultation with the manager and position incumbent.
- All positions covered by the TUH Enterprise Agreement will be evaluated and classified in one of the following streams:
  - Business and Corporate;
  - Customer Experience; or
  - Clinical.

##### **Progression and Re-classification**

- Employees recruited into roles classified Organisational Group A – B can proceed to the next pay point of that organisational group up to the defined mid-point for each 12 months of service.

- Employees on performance improvement plans will be ineligible to progress to the next classification pay point for that organisational group. Upon successful completion of the performance improvement plan, employees will incur the next classification pay point in the subsequent pay cycle, where applicable.
- Effective July 2018, employees employed in organisational group A – B may progress beyond the mid-point of the relevant organisational group based on an overall “exceeded” or “exceptional” rating in their end of cycle performance review, with a minimum of achieved in all rating sections Annual progression can be in the range of 1% - 3% of the employee’s base salary up to the top of the relevant organisational group.
- Employees employed in roles classified as organisational group C and above may progress within their organisational group based on the achievement of key performance indicators as reviewed by their manager.
- If the requirements of a position substantially change, a request may be made to the relevant executive manager to have it reclassified.
- As a result of reclassification, if an employee moves into a different role which is classified at an organisational group, they will be paid at the rate for that new role upon the move. If the move to the different role was at the instruction of TUH and the rate for the new role is lower than an employee’s existing rate, their existing rate will be maintained until the rate of the appropriate classification surpasses it.
- Decisions regarding the classification of a position will be determined by the relevant executive manager and will be based on:
  - The requirements of the position (as determined by the executive manager); and
  - Job evaluation and classification criteria.
- Should an employee wish to appeal the decision regarding the classification of a position, the classification will be referred to the independent agency for evaluation, with a final determination to be made by the Chief Executive Officer. Should an employee wish to appeal the decision regarding their end of cycle performance ratings, the following process will apply:
  1. In the first instance, the employee should raise the matter with their manager and endeavour to resolve it by discussion.
  2. If the matter remains unresolved after Step 1, or the nature of the matter means that it is not appropriate for the employee to speak to their manager, they can raise the matter with the executive manager and/or People & Culture for further discussions in an effort to resolve it.
  3. If the matter remains unresolved the employee may refer the matter to the Chief Executive Officer for a final determination.
- An annual review of the overall ratings applied at the end cycle performance review will be undertaken by a sub-committee of the Joint Consultative Committee.

## Definitions

**Job Evaluation** – A factors-based points system of job evaluation, as used by TUH, is a mechanism for measuring relative job size in an objective and analytical manner.



**PART 9: SIGNATORIES**

For and on behalf of  
**Queensland Teachers Union Health Fund**

ABN:

Position:

Full Name:

Business Address:

Date signed



(Signature)

CEO

Rob Seljak

438 St Pauls Tce

Fortitude Valley 4006

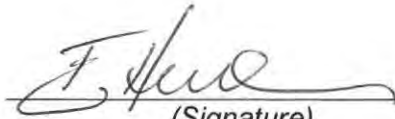
5.09.2017

For and on behalf of the employees as a  
**bargaining representative:**

Full Name:

Address:

Date signed



(Signature)

Emma Herron

438 St Pauls Tce, Fortitude  
valley 4006

05/09/17



(Signature)

Brandon Gordon

438 St Pauls Tce Fortitude  
Valley  
4006

05/09/17.



Full Name:

Address:

Date signed

April Armstrong  
438 St Pauls terrace  
Fortitude Valley Q 4006  
05/09/17




(Signature)

SURAJ SURENDRA NATHAN

438 ST PAULS TCE, FV, QLD 4006

05/09/17

For and on behalf of the Australian Municipal,  
Administrative, Clerical and Services Union,  
Queensland Together Branch (Together) as a  
**bargaining representative for the employees:**



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(Signature)

Position:

Branch Secretary

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Full Name:

Alex Scott

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Business Address:

Lvl1/27 Peel Street

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South Brisbane

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Date signed

5 Sep 2017

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27 November 2017

[REDACTED]  
Agreement Assessor  
Member Support Research Team  
Fair Work Commission

**Email:** member.assist@fwc.gov.au

[REDACTED]

**AG2017/3996 – Application for Approval of the Queensland Teachers Union Health Fund – Enterprise Agreement 2017 – 2020 (TUH Enterprise Agreement)**

The Queensland Teachers Union Health Fund (TUH) provides the following undertakings in support of its application for the TUH Enterprise Agreement:

1. TUH does not employ shift workers as defined in Clause 29.2 of the Clerks- Private Sector Award 2010, or Clause 31.1(a) of the Health Professionals and Support Services Award 2010, and undertakes not to employ shift workers while the TUH Enterprise Agreement remains in force.
2. In relation to the span of hours under clause 5.1.1 of the TUH Enterprise Agreement, the average ordinary hours of work for permanent full-time employees will be 7.6 hours per day, 38 hours per week, 76 hours per fortnight or other by mutual agreement.
3. Permanent part-time employees will be rostered for a minimum three consecutive hours on any shift.
4. No Organisational Group A employees (Business, Corporate & Customer Service or Clinical) will be required to work a permanent shift finishing after 7pm.

Yours faithfully,



Emma Kelly  
Manager, People and Culture

BAW10178531 3453-7452-3399v1