

## **HEALTH PRACTITIONERS AND DENTAL OFFICERS (QUEENSLAND HEALTH) AWARD – STATE 2015**

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## **PART 1 - Title and Operation**

### **1. Title**

This Award is known as the *Health Practitioners and Dental Officers (Queensland Health) Award – State 2015*.

### **2. Operation**

This Award, made on 1 November 2015, operates from 4 May 2016.

### **3. Definitions and interpretation**

Unless the context otherwise requires, in this Award:

**accrued day off** means a day, other than a rostered day off, on which an employee is not rostered for duty as a result of time accrued under the method of working ordinary hours implemented in accordance with clauses 15.1 or 15.2

**Act** means the *Industrial Relations Act 2016*

**afternoon shift** means any shift commencing at or after 1200 and finishing after 1800

**chief executive** means the chief executive of the Department of Health

**classification level** comprises a minimum salary rate plus a number of paypoints in a particular stream through which employees will be eligible to progress

**Commission** means the Queensland Industrial Relations Commission

**continuous shift work** means work done by employees where the hours of work are regularly rotated in accordance with a shift roster covering a 24 hour per day operation over a 7 day week

**crib break** means a break, without loss of pay, which is taken in a way that does not interfere with the continuity of work

**day shift** means any shift worked as part of a non-continuous shift work system or a continuous shift work system which is not an afternoon shift or a night shift

**day work** means a single period of work (excluding a meal break) performed during the spread of ordinary hours which is not part of a non-continuous shift work or a continuous shift work system

**day worker** means a person who works day work

**dental officer** means a person described in clause S2.3 of Schedule 2

**department** means the Department of Health, and includes the work areas/units listed in Schedule 1 as amended from time to time

**directive** means a ruling, or part of a ruling, made under section 53 or section 54 of the *Public Service Act 2008*

**double rates** means one time in addition to the prescribed rate payable depending upon when the work is performed

**employee** means a person referred to at clause 4.1(a)

**employer** means:

- (a) the chief executive of the department; or
- (b) a hospital and health service,

in their capacity as the employer of employees covered by this Award

**generic level statement** means a broad, concise statement of the duties, skills and responsibilities indicative of a given classification level

**health practitioner** means a person described in clauses S2.1 and S2.2 of Schedule 2

**health service** has the same meaning as hospital and health service

**hospital and health service** means a hospital and health service established in accordance with the *Hospital and Health Boards Act 2011*

**increment** means for all employees an increase in salary from one paypoint to the next highest paypoint within a classification level

**majority of shift** means the day on which the major proportion of ordinary hours is worked where the starting and finishing times of that shift occur on different days

**night shift** means a shift commencing at or after 1800 or before 0600 the following day, at least 50% of which is worked before 0800

**non-continuous shift work** means work regularly rotated in accordance with a roster which prescribes 2 or more shifts (day, afternoon or night) per day, but does not cover a 24 hour per day operation over a 7 day week (see continuous shift work)

**paypoint** means the specific rate of remuneration payable to employees within a classification level

**public holiday** has the same meaning as that provided in Schedule 5 of the Act

**QES** means the Queensland Employment Standards contained in Part 3 of Chapter 2 of the Act

**rostered day off** means:

- for an employee whose ordinary hours of duty are Monday to Friday: Saturday and Sunday
- for an employee whose ordinary hours of duty include a Saturday and/or Sunday: one of the two days each week, or four days each fortnight, that the employee is not rostered for duty in accordance with clause 15.1(h). Depending on the working arrangements, a Saturday and/or Sunday may also be a rostered day off

**shift work** means work performed by an employee on day shift, afternoon shift or night shift, either solely or in any combination thereof, as part of a non-continuous shift work system or a continuous shift work system

**shift worker** means an employee who works shift work

**TOIL** means time off in lieu of payment for overtime

**union** means one of the industrial organisations of employees mentioned in clause 4.1(c)

## **4. Coverage**

### **4.1 This Award applies to:**

- (a) those health practitioners and dental officers who are health service employees described in Schedule 2 of this Award; and
- (b) (i) the chief executive of the department; and  
(ii) each hospital and health service,  
in their capacity as the employer of employees covered by this Award; and
- (c) the following industrial organisations of employees:
  - (i) Queensland Nurses and Midwives' Union of Employees;
  - (ii) The Australian Workers' Union of Employees, Queensland;
  - (iii) Together Queensland, Industrial Union of Employees; and
  - (iv) United Voice, Industrial Union of Employees, Queensland,  
to the exclusion of any other award.

### **4.2 Directives which apply to employees covered by this Award**

In addition to conditions of employment provided in this Award, Schedule 6 provides for entitlements under directives that:

- (a) have been extended to certain employees covered by this Award by the operation of Schedule 3 of the *Public Service Regulation 2008*; and
- (b) apply to employees, as a term of this Award, until 31 October 2017.

## **5. The Queensland Employment Standards and this Award**

This Award together with the QES provide for a minimum safety net of enforceable conditions of employment for employees covered by this Award.

## **6. Enterprise flexibility and facilitative award provisions**

### **6.1 Enterprise flexibility**

- (a) As part of a process of improvement in productivity and efficiency, discussion should take place at an enterprise level to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- (b) The consultative processes established in an enterprise in accordance with clause 6.1 may provide an appropriate mechanism for consideration of matters relevant to clause 6.1(a). Union delegates at the place of work may be involved in such discussions.
- (c) Any proposed genuine agreement reached between the chief executive and employees in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 4 of the Act and is to have no force or effect until approval is given.

## **6.2 Procedures to implement facilitative award provisions**

Wherever facilitative provisions appear in this Award which allow for determination of the conditions of employment by agreement between the employer and the union, or the employer and the majority of employees affected, the following procedures shall apply:

- (a) Facilitative award provisions can be negotiated between management and employees who are directly affected by such proposals or between management and the union depending on the particular award provisions.
- (b) Employees may be represented by their local union delegate/s and shall have the right to be represented by their local union official/s.
- (c) Facilitative award provisions can only be implemented by agreement.
- (d) In determining the outcome from facilitative provisions neither party should unreasonably withhold agreement.
- (e) Agreement is defined as obtaining consent of greater than 50% of employees directly affected or of the union depending upon the particular award provisions.
- (f) Where a provision refers to agreement by the majority of employees affected, all employees directly affected shall be consulted. This consultation shall be undertaken where practicable as a group, or in groups. Should the consultation process identify employees with specific concerns which relate to either equity or occupational health and safety issues, such concerns may be catered for on an individual basis subject to operational requirements.
- (g) Any agreement reached must be documented and shall incorporate a review period.
- (h) Where the agreement relates to either the working of ordinary hours on other than a Monday to Friday basis, the introduction of shift work or a change to the shift roster, the relevant union/s are to be notified in writing at least one week in advance of agreement being sought.

## **PART 2 - Dispute Resolution**

### **7. Dispute resolution**

#### **7.1 Prevention and settlement of disputes - Award matters**

- (a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Award by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (b) 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.
- (c) There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- (d) In the event of any disagreement between the parties as to the interpretation or implementation of this Award, the following procedures shall apply:
  - (i) 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;

- (ii) if the matter is not resolved as per clause 7.1(d)(i), 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 relevant parties to discuss the matter. This process should not extend beyond 7 days;
  - (iii) if the matter remains unresolved it may be referred to the employer for discussion and appropriate action. This process should not exceed 14 days;
  - (iv) if the matter is not resolved then it may be referred by either party to the Commission.
- (e) 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.

## **7.2 Employee grievance procedures - other than Award matters**

- (a) The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.
- (b) The following procedure applies to all industrial matters within the meaning of the Act:
  - Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to solve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1.
  - Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's union representative during the course of Stage 2.
  - Stage 3: If the grievance is still unresolved, the manager will advise the employer and the aggrieved employee may submit the matter in writing to the employer if such employee wishes to pursue the matter further. If desired by either party the matter shall also be notified to the relevant union.
- (c) The employer shall ensure that:
  - (i) the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and
  - (ii) the grievance shall be investigated in a thorough, fair and impartial manner.
- (d) The employer may appoint another person to investigate the grievance. The employer may consult with the relevant union in appointing an investigator. The appointed person shall be other than the employee's supervisor or manager.
- (e) If the matter is notified to the union, the investigator shall consult with the union during the course of the investigation. The employer shall advise the employee initiating the grievance, such employee's union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.
- (f) The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:

- Stage 1: Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.
- Stage 2: Not to exceed 7 days.
- Stage 3: Not to exceed 14 days.

- (g) If the grievance is not settled the matter may be referred to the Commission by the employee or the union.
- (h) Subject to legislation, while the grievance 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 grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (i) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

## **PART 3 - Types of Employment, Consultation and Termination of Employment**

### **8. Types of employment**

An employee may be employed on a full-time, part-time or casual basis.

#### **8.1 Full-time employment**

A full-time employee is one who is engaged to work an average of 38 ordinary hours per week, pursuant to clause 15.1 of this Award.

#### **8.2 Part-time employment**

- (a) A part-time employee is an employee who:
- (i) is engaged to work a regular number of ordinary hours per fortnight which are less than the ordinary hours worked by an equivalent full-time employee; and
  - (ii) receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) For each ordinary hour worked a part-time employee shall be paid no less than 1/76th of the minimum fortnightly rate of pay for their classification.
- (c) By mutual agreement with their employer, a part-time employee may elect to work additional ordinary hours above their regular hours, 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.
- (d) A part-time employee must be employed for no less than 8 ordinary hours per fortnight.
- (e) The minimum payment on any day when ordinary hours are worked shall be for 4 hours' work.
- (f) Part-time employees are eligible for payment of salary increments in accordance with the provisions of clause 12.9(a)(ii).



### 8.3 Casual employment

- (a) (i) A casual employee is an employee who is engaged and paid as such.
- (a) (ii) A casual employee cannot be employed to work more ordinary hours than are worked by an equivalent full-time employee each fortnight.
- (b) A casual employee is entitled to receive, on a *pro rata* basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work.
- (c) For each ordinary hour worked a casual employee shall be paid no less than 1/76th of the minimum fortnightly rate of pay for their classification plus a casual loading of 23%.
- (d) Each casual engagement stands alone with a minimum payment as for 2 hours' work to be made in respect to each engagement.
- (e) The casual loading of 23% is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment. The loading constitutes part of the casual employee's salary for the purposes of calculating overtime, weekend penalties, public holiday and shift payments, where relevant.
- (f) The casual loading is payable in respect of all hours worked by a casual employee except for hours worked on a Sunday. For hours worked on a Sunday, a casual employee is to be remunerated at the rate of double time and will not be entitled to payment of the casual loading of 23%.
- (g) The method of calculating overtime and penalty rate payments for casual employees are as follows:
  - (i) weekend penalty - Saturday  
(ordinary rate + casual loading) x 1.5
  - (ii) weekend penalty - Sunday  
(ordinary rate) x 2  
Note: Casual loading is not payable on Sundays
  - (iii) public holidays  
(ordinary rate + casual loading) x 2.5
  - (iv) overtime
    - (A) shift workers  
(ordinary rate + casual loading) x 2
    - (B) other employees  
(ordinary rate + casual loading) x 1.5 for the first 3 hours  
(ordinary rate + casual loading) x 2 after 3 hours
  - (v) afternoon and night shifts  
(ordinary rate + casual loading) + 15% of ordinary rate on hours that attract shift loading.
  - (vi) early and late work (prior to 0600 and after 1800)  
A casual employee commencing their ordinary hours of duty prior to 0600 or finishing their ordinary hours of duty subsequent to 1800 shall be paid for the time so worked prior to 0600 or after 1800, respectively, at the same rate as prescribed in clause 8.3(g)(v).

- (h) Casual employees are eligible for payment of salary increments in accordance with the provisions of clause 12.9(a)(iii).
- (i) The long service leave entitlement of casual employees is recorded in clause 22.

#### **8.4 Probationary employment**

- (a) Except where the employer and an employee agree to a different period or no period of probation prior to commencement of employment, the engagement of a full-time or part-time employee will in the first instance be subject to a probationary period of 3 months duration. If a period of probation of longer than 3 months is agreed it must:
  - (i) be agreed in writing; and
  - (ii) be a reasonable period having regard to the nature and circumstances of the employment.
- (b) The employer may terminate the employment of an employee who is on probation at any time during the probationary period.
- (c) Where an employee's service is considered satisfactory or where an employee's service exceeds the designated probationary period or agreed extension the employee's appointment will be deemed to be confirmed.

#### **8.5 Recognition of previous service**

- (a) An employee may seek to have their previous service recognised for the purposes of calculating any sick leave accumulation, long service leave entitlement and paid parental leave.
- (b) In calculating length of service, any period on probation which the employee has served must be included.

*Note: Where a directive about recognition of previous service and employment covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*

#### **8.6 Anti-discrimination**

- (a) In fulfilling their obligations under this Award, the parties must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects. Discrimination includes:
  - (i) discrimination on the basis of sex, relationship status, family responsibilities, pregnancy, parental status, breastfeeding, age, race, impairment, religious belief or religious activity, political belief or activity, trade union activity, lawful sexual activity, gender identity, sexuality and association with, or in relation to, a person identified on the basis of any of the above attributes;
  - (ii) sexual harassment; and
  - (iii) racial and religious vilification.
- (b) Nothing in clause 8.6 is to be taken to affect:
  - (i) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;

- (ii) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Australian Human Rights Commission/Anti-Discrimination Commission Queensland.

## **9. Termination of employment**

### **9.1 Notice of termination by the employer**

Notice of termination by the employer is provided for in Division 13 of the QES. Clauses 9.2 to 9.5 supplement the QES provisions.

### **9.2 Notice of termination by an employee**

Unless otherwise agreed between the employer and an employee the notice of termination required by an employee, other than a casual employee, will be two weeks or two weeks' salary forfeited in lieu. If an employee fails to give the required notice the employer will have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of salary for the period of notice not provided.

### **9.3 Notice cannot be offset**

In the absence of mutual agreement between the employer and the employee, annual leave or any part thereof cannot be considered as or nominated as notice for the purpose of giving notice of termination of employment.

### **9.4 Job search entitlement**

Where an employer has given notice of termination to an employee for reasons other than redundancy, the employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

### **9.5 Statement of employment**

The employer shall, in the event of termination of employment, provide upon request to an employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

## **10. Redundancy**

### **10.1 Redundancy pay**

Redundancy pay is provided for in Division 13 of the QES. Clauses 10.2 to 10.9 supplement the QES provisions.

*Note: Where a directive about redundancy and retrenchment covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*

## **10.2 Consultation before termination**

- (a) Where an employer decides that the employer no longer wishes the job an employee/s has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee/s directly affected and, where relevant, their union/s.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision which will invoke the provisions of clause 10.2(a) and shall cover the reasons for the proposed terminations and measures to avoid or minimise the terminations and/or their adverse effects on the employee/s concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employee/s concerned and, where relevant, their union/s, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out.
- (d) Notwithstanding the provision of clause 10.2(c), the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

## **10.3 Transfer to lower paid duties**

- (a) Where an employee is transferred to lower paid duties by reason of redundancy the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under the redundancy pay provisions of the QES.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including, for example, allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.

## **10.4 Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

## **10.5 Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy must 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) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee must, at the request of the employer,

produce proof of attendance at an interview or the employee will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

- (c) Clause 10.5 applies instead of clause 9.4 in cases of redundancy.

#### **10.6 Transmission of business**

- (a) Where a business is, whether before or after the date of commencement of this Award, transmitted from the employer (transmittor) to another employer (transmittee) and an employee who at the time of such transmission was an employee of the transmittor of the business becomes an employee of the transmittee:
- (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clauses 10.6 and 10.7, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) 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.

#### **10.7 Exemption where transmission of business**

The provisions of clause 10.6 are not applicable where a business is, before or after the date of commencement of this Award, transmitted from the employer (transmittor) to another employer (transmittee) in any of the following circumstances:

- (a) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or
- (b) where the employee rejects an offer of employment with the transmittee:
  - (i) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
  - (ii) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

#### **10.8 Alternative employment**

An employer, in a particular case, may make application to the Commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

#### **10.9 Employees exempted**

Clauses 10.1 to 10.8 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to an employee engaged for a specific period or task/s; or

- (c) to a casual employee; or
- (d) to an employee with less than one year's continuous service, in which case the general obligation an employer should be no more than to give the relevant employee an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by the employee of suitable alternative employment.

## **11. Consultation - Introduction of changes**

### **11.1 Employer's duty to notify**

- (a) Where an employer decides to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their union/s.
- (b) 'Significant effects' includes termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- (c) Where the Award makes provision for alteration of any of the matters referred to in clauses 11.1(a) and (b) an alteration shall be deemed not to have significant effect.

### **11.2 Employer's duty to consult over change**

- (a) The employer shall consult the employees affected and, where relevant, their union/s about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 11.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union/s, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees.
- (d) Notwithstanding the provision of clause 11.2(c) the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

## **PART 4 - Minimum Salary Levels, Allowances and Related Matters**

*(Note: The wage rates and salary levels prescribed in this Award do not apply to employees to whom the provisions of Schedule 5 (Supported Wage System) apply.)*

## **12. Classifications and minimum salary levels**

### **12.1 Classification structure**

Employees covered by this Award are to be classified into either the health practitioner stream or the dental officer stream:

- (a) The health practitioner stream comprises those employees who are identified in clauses S2.1 and S2.2 of this Award.
- (b) The dental officer stream comprises those employees who are identified in clause S2.3 of this Award.

**12.2 Allocation to stream and classification levels**

- (a) Allocation of positions to the health practitioner stream and dental officer stream shall be in accordance with the occupational groupings contained in Schedule 2.
- (b) Subject to the provisions of clause 12.6, allocation of employees to classification levels within those streams shall be in accordance with the generic level statements contained in Schedules 3 and 4. These statements reflect the degree of complexity and responsibility of duties, skills and knowledge proceeding from the lowest to the highest classification levels. Their purpose is to provide an indication as to the health practitioner and dental officer classification level appropriate to any packaging of duties.
- (c) Where a new position is created and its allocation cannot be determined the matter may be discussed with the relevant employee/s and, where requested, their representative, and/or referred to the Commission for resolution.
- (d) Notwithstanding anything contained elsewhere in this Award, an applicant who is appointed to a position may, at the discretion of the relevant employer, be offered and appointed to any paypoint within a classification level based on recognition of skills, knowledge and abilities.

**12.3 Minimum salary levels**

(a) **Health Practitioner stream**

The minimum salaries payable to health practitioners covered by this Award, including employees under 21 years of age, are prescribed in the table below:

Classification Level	Paypoint	Relativity to Age 21 Rate % <sup>5</sup>	Award Rate <sup>1</sup> Per Fortnight \$ <sup>2</sup>	Annual Salary <sup>3</sup> \$ <sup>2</sup>
<b>HP1</b>  At age 21	<b>1</b>	91.8	1,759	45,891
	<b>2</b>	94.5	1,811	47,247
	<b>3</b>	97.2	1,863	48,604
	<b>4</b>	100	1,916 <sup>4</sup>	49,987
	<b>5</b>		1,966	51,291
	<b>6</b>		2,015	52,569
	<b>7</b>		2,065	53,874
<b>HP2</b>	<b>1</b>		2,123	55,387
	<b>2</b>		2,249	58,674
	<b>3</b>		2,349	61,283
	<b>4</b>		2,449	63,892
	<b>5</b>		2,589	67,544
	<b>6</b>		2,748	71,693
	<b>7</b>		2,813	73,388
	<b>8*</b>		2,894	75,502
<b>HP3</b>	<b>0</b>		2,249	58,674

Classification Level	Paypoint	Relativity to Age 21 Rate % <sup>5</sup>	Award Rate <sup>1</sup> Per Fortnight \$ <sup>2</sup>	Annual Salary <sup>3</sup> \$ <sup>2</sup>
	1		2,449	63,892
	2		2,589	67,544
	3		2,748	71,693
	4		2,850	74,354
	5		2,971	77,510
	6		3,092	80,667
	7		3,239	84,502
	8*		3,335	87,007
<b>HP4</b>	1		3,558	92,825
	2		3,629	94,677
	3		3,720	97,051
	4		3,817	99,582
<b>HP5</b>	1		4,006	104,513
	2		4,174	108,895
<b>HP6</b>	1		4,447	116,018
	2		4,599	119,983
<b>HP7</b>	1		5,046	131,645
	2		5,399	140,855
<b>HP8</b>	1*		5,589	145,811
	2*		5,818	151,786
	3*		6,075	158,491
	4*		6,536	170,518
	5*		6,803	177,483

Notes:

<sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2016 Declaration of General Ruling.

<sup>2</sup> Rounded to the nearest dollar.

<sup>3</sup> Annual salaries (fortnightly rate x 26.089) are for reference purposes only.

<sup>4</sup> Identifies the minimum salary payable to an employee aged 21 years and over.

<sup>5</sup> Junior percentages to apply from 1 September 2017.

\* See clauses 12.6(d) and 12.10.

**(b) Dental Officer stream**

The minimum salaries payable to dental officers covered by this Award are prescribed in the table below:

Position	Classification level	Paypoint	Award Rate <sup>1</sup> Per Fortnight \$ <sup>2</sup>	Annual Salary <sup>3</sup> \$ <sup>2</sup>
<b>Dentist</b>	<b>L1</b>	<b>1</b>	3,493	91,129
		<b>2</b>	3,591	93,686
		<b>3</b>	3,688	96,216



		<b>4</b>	3,859	100,677
		<b>5</b>	3,982	103,886
		<b>6</b>	4,178	109,000
<b>Senior Dentist</b> including ○ Senior Dentist (Clinical), ○ Senior Dentist (Managerial)	<b>L2</b>	<b>1</b>	4,300	112,183
		<b>2</b>	4,422	115,366
		<b>3</b>	4,569	119,201
		<b>4</b>	4,740	123,662
<b>Principal Dentist</b>	<b>L3</b>	<b>1</b>	4,912	128,149
		<b>2</b>	5,058	131,958
<b>Director</b>	<b>L4</b>	<b>1</b>	5,279	137,724
		<b>2</b>	5,499	143,463
<b>Dental Specialist</b>	<b>DS1</b>	<b>1</b>	5,279	137,724
		<b>2</b>	5,499	143,463
		<b>3</b>	5,719	149,203
		<b>4</b>	5,938	154,916
		<b>5</b>	6,159	160,682
<b>Senior Dental Specialist</b>	<b>DS2</b>	<b>1</b>	6,380	166,448
		<b>2</b>	6,600	172,187
		<b>3</b>	6,771	176,649

*Notes:*

- <sup>1</sup> Includes the arbitrated wage adjustment payable under the 1 September 2016 Declaration of General Ruling.
- <sup>2</sup> Rounded to the nearest dollar.
- <sup>3</sup> Annual salaries (fortnightly rate x 26.089) are for reference purposes only.

**(c) Payment of salaries**

Salaries shall be paid fortnightly and may at the discretion of the chief executive be paid by electronic funds transfer.

**12.4 Work allocation**

An employee appointed to or relieving in a role within a classification level may be allocated and subsequently reallocated to any role within that particular classification level.

**12.5 Incidental and peripheral tasks**

An employer may direct an employee to carry out duties that are within the particular employee's skill, competence and training provided:

- the direction does not affect the employee's entitlement to higher or other duties allowances provided in this Award; and
- all such directions are consistent with the employer's responsibilities to provide a safe and healthy working environment.

**12.6 Appointment to classification levels - health practitioners**

- (a) Appointment to a classification level will be based on appointment on merit to advertised vacancies.
- (b) The following entry levels for health practitioner positions will apply as a minimum:
  - (i) an employee with a relevant qualification of diploma or equivalent (provided the employee is applying that qualification to a relevant position) will commence at level HP2.1;
  - (ii) an employee appointed to a position requiring a minimum three year tertiary qualification of a degree or equivalent will commence at level HP3.0;
  - (iii) an employee appointed to a position requiring a minimum four year tertiary qualification of a degree or equivalent will commence at level HP3.1; and
  - (iv) an employee appointed to a position requiring tertiary courses such as a two year masters' program for registration purposes or entry level into the discipline will commence at level HP3.1.
- (c) An employee appointed to the HP1 classification level must be paid at the HP1.4 classification level on reaching 21 years of age.
- (d)
  - (i) All appointments to the HP8 classification level will be by advertisement and merit selection processes and the employer will determine the salary level for HP8 positions having regard for the context of the position and the responsibilities required.
  - (ii) Movements between all paypoints of the HP8 level are not incremental. However, the employer may, upon application, review an employee's paypoint to take into account changed circumstances, responsibilities and/or duties of the position.

*Note: Where a directive about recognition of previous service and employment covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*

#### **12.7 Movement between classification levels - general**

- (a) Movement between classification levels will be based on appointment on merit to advertised vacancies.
- (b) Subject to clause 12.2(d), an existing employee appointed to a position at a higher classification level within the same stream shall be appointed to paypoint 1 of the higher classification level.

#### **12.8 Movement between classification levels - health practitioner stream**

An employee who moves between classification levels HP2 and HP3 will be appointed to a paypoint in the HP3 classification level that is the next highest to that which the employee was paid under the HP2 classification level.

#### **12.9 Movement within classification levels - increments**

Movement within classification levels is based on meeting the following requirements:

- (a) Except in the case of an employee who is paid the prescribed base salary on attaining the age of 21 years or in the case of a promotion, or transfer and promotion from one classification level to another, an increase is not to be made to the salary of any employee until:
  - (i) in the case of a full-time employee, the employee has received a salary at a particular

classification and paypoint for a period of 12 months;

- (ii) in the case of a part-time employee:
  - (A) the employee has received a salary at a particular classification and paypoint for a period of at least 12 months; and
  - (B) the employee has worked 1,200 ordinary hours in such classification;
- (iii) in the case of a casual employee with 12 months' continuous service with the same employer:
  - (A) the employee has received a salary at a particular classification and paypoint for a period of at least 12 months; and
  - (B) the employee has worked 1,200 ordinary hours in such classification.

For the purpose of clause 12.9(a)(iii), **continuous service** for a casual employee is considered to be broken if more than 3 months, excluding any public holidays, has elapsed between the end of one employment contract and the start of the next employment contract.

- (b) Notwithstanding anything contained elsewhere in this Award, an employee is not entitled to move to the next salary increment level by virtue of the Award unless:
  - (i) in the case of employees in level HP1 of the health practitioner stream the conduct, diligence and efficiency of the employee has been certified by the employer to have been and to be satisfactory;
  - (ii) in the case of employees in all other classification levels, performance objectives have been achieved as certified by the employer.

*Note: Where a directive about transfer within and between classification levels and systems covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*

### **12.10 Health practitioner stream - limitations on progression**

The HP2.8 and HP3.8 levels will only be available for certain levels for a transitional period. This means that:

- (a) only employees classified at TO3.1, TO3.2, TO3.3 or TO3.4 under the *District Health Services Employees' Award - State 2003* as at the date of certification of the *Health Practitioner (Queensland Health) Certified Agreement (No.1) 2007* (HPEB1) on 3 January 2008 will be eligible to increment into level HP2.8 from HP2.7 once the requirements in clause 12.9 are satisfied; and
- (b) only employees classified at PO3.1, PO3.2, PO3.3 or PO3.4 under the *District Health Services Employees' Award - State 2003* as at the date of certification of HPEB1 on 3 January 2008 will be eligible to increment into level HP3.8 from HP3.7 once the requirements in clause 12.9 are satisfied.

### **12.11 Performance of higher duties**

- (a) An employee directed to temporarily fill a position for more than three consecutive working days at a higher classification level within the same stream shall be paid extra remuneration at the first paypoint of the classification level of the position being temporarily filled.

- (b) (i) Where a relieving employee meets their performance objectives attached to the higher level, the employee is entitled to move to the next paypoint within the higher classification level until either the period of temporary relief ceases, when reversion to the employee's normal paypoint will occur, **or** another 12 months' performance appraisal and development cycle has been completed.
- (ii) In such case, the employee will be entitled to progress through the paypoints within the higher classification level.

#### **12.12 Salary sacrifice arrangements**

- (a) Eligible employees covered by this Award may participate in salary sacrifice arrangements as determined by the chief executive to the extent allowed by the relevant Commonwealth legislation.
- (b) The administrative processes to accommodate salary sacrifice arrangements shall be established by the chief executive and may be varied from time to time as required, for example to reflect changes in the relevant Commonwealth legislation or changes in procedures adopted by a particular salary packaging bureau service.
- (c) The following principles will apply where employees avail themselves of salary sacrifice arrangements:
  - (i) there will be no additional costs incurred by the employer, either directly or indirectly;
  - (ii) as part of the salary sacrifice arrangements, the costs for administering the package via a salary packaging bureau service, and including any applicable Fringe Benefits Tax (FBT), will be met without delay by the participating employee;
  - (iii) there will be no additional increase in superannuation costs or to FBT payments made by the employer that would not otherwise be payable had the employee not engaged in salary sacrifice arrangements;
  - (iv) 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;
  - (v) employees should obtain independent financial advice prior to taking up salary sacrifice arrangements; and
  - (vi) there will be no significant additional administrative workload or other ongoing costs to the employer.
- (d) Where the employee has elected to sacrifice a portion of the payable salary:
  - (i) subject to Australian Tax Office requirements, the sacrificed portion will reduce the salary subject to appropriate tax withholding deductions by the amount sacrificed;
  - (ii) any allowance, penalty rate, overtime, weekly workers' compensation benefit, or other payment, to which an employee is entitled under an industrial instrument, 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 sacrifice arrangements;
  - (iii) salary sacrifice arrangements will be maintained during all periods of leave on full pay, including the maintenance of cash and non-cash benefits; and

- (iv) 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 sacrifice arrangements.
- (e) For the purposes of this clause **eligible employees** means full-time, part-time and long-term casual employees as defined in the Act.

## **13. Allowances**

### **13.1 Broken shift**

All employees engaged on shifts in which the ordinary hours of duty are subject to a break in continuity other than for the purposes of meal breaks and rest pauses shall be paid an additional \$4.30 per shift for each shift so worked.

### **13.2 Motor vehicle allowance**

- (a) Where an employer requires an employee to use their own vehicle in or in connection with the performance of their duties, the employee shall be paid an allowance for each kilometre of authorised travel as follows:
  - (i) motor vehicle - \$0.77 per kilometre; and
  - (ii) motorcycle - \$0.26 per kilometre.
- (b) An employer may require an employee to record full details of all such official travel requirements in a log book.

*Note: Where a directive about motor vehicle allowances covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*

### **13.3 Overtime meal allowances and meal breaks**

- (a) An employee required to work overtime for more than one hour before the ordinary starting time or more than one hour after ordinary ceasing time shall be provided with an adequate meal at the employer's expense or paid a meal allowance of \$12.85 in lieu of the provision of such meal.
- (b) Additionally, the employee must be allowed 30 minutes at the ordinary mealtime for such meal where work is performed after 1800.
- (c) Where the employer requires the employee to continue working for a further four hours of continuous overtime work in a situation mentioned in clause 13.3(a), the employee will be entitled to a 30 minute meal break and either provided with an adequate meal at the employer's expense or paid an additional meal allowance of \$12.85.
- (d) An employee required to work overtime on an accrued day off or a rostered day off is entitled to \$12.85 meal allowance after each period of 4 hours' continuous overtime, in addition to any payment for overtime to which the employee is entitled, unless a meal of reasonable quality and quantity is provided by the employer.

### **13.4 Radiation therapy development allowance**

- (a) Radiation therapists (including professional development year radiation therapists) shall receive a radiation therapy development allowance of \$7,404 per annum;
- (b) this allowance shall be paid on a fortnightly basis; and

- (c) *pro rata* payments shall be made to part-time employees.

### 13.5 Adjustment of monetary allowances

- (a) Other than the expense related allowances at clauses 13.2 (motor vehicle allowance) and 13.3 (overtime meal allowance), respectively, all other monetary allowances specified in clause 13 shall be automatically adjusted from the same date and in the same manner as such monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.
- (b) At the time of any adjustment to the wage rates in this Award the expense related allowances at clauses 13.2 (motor vehicle allowance), 13.3 (overtime meal allowance) and 29(b) and 29(c)(ii) (uniforms), respectively, shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (c) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

<u>Allowance</u>	<u>Eight Capitals Consumer Price Index</u> <u>(ABS Cat No. 6401.0 - Table 7)</u>
Motor vehicle allowance (last adjusted 1 September 2014)	Private motoring sub-group
Overtime meal allowance (last adjusted 1 September 2016)	Take-away and fast foods sub-group
Uniform and laundry allowance (last adjusted 1 September 2014)	Clothing and footwear group

## 14. Superannuation

- (a) Subject to Commonwealth legislation and clause 14(b), the employer must comply with superannuation arrangements prescribed in the *Superannuation (State Public Sector) Act 1990* (and associated Deed, Notice and Regulation).
- (b) Where Commonwealth legislation provides for choice of fund rights to an employee subject to this Award, and that employee fails to elect which superannuation fund to which employer contributions are directed, the employer will direct contributions to the appropriate fund prescribed in the abovementioned Queensland legislation.

## PART 5 - Hours of Work and Related Matters

### 15. Hours of duty

#### 15.1 Ordinary hours of duty

- (a) Subject to clause 15.1(d) the ordinary hours of duty for all employees covered by this Award shall be an average of 38 hours per week, with a maximum of 8 hours on any one day.
- (b) The ordinary hours of duty of employees are to be worked on one of the following bases:
- (i) 38 hours within a work cycle not exceeding 7 consecutive days; or

- (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or
  - (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
  - (iv) 152 hours within a work cycle not exceeding 28 consecutive days.
- (c) Employees must be allowed a break of not less than 10 hours between the termination of one shift and the commencement of another shift, except that 8 hours applies instead of the 10 hours in any of the following circumstances:
- (i) for the purposes of changing shift rosters by shift workers who rotate from one shift to another; or
  - (ii) in any other case agreed upon between the employer and the employee concerned.
- (d) Notwithstanding the working hours arrangements recorded in clause 15.1(a), an employer and an employee or group of employees may agree that the ordinary hours of work are to exceed 8 hours on any day, thus enabling more than one accrued day off to be taken off during a particular work cycle. However, the ordinary hours of work shall not exceed 10 hours on any one day.
- (e) Different methods of working a 38 hour week may apply to individual employees, groups or sections of employees in each location concerned.
- (f) The method of working the 38 hour week may be altered, from time to time, upon giving 7 days' notice or such shorter period as may be mutually agreed upon following negotiations between the employer and employees concerned, utilising the consultation process in clause 6.2.
- (g) (i) Where the arrangement of ordinary hours of work provides for an accrued day off, the employer and an individual employee and/or the majority of employees concerned may agree to accrue up to a maximum of five accrued days off. Consent to accrue days off shall not be unreasonably withheld by either party.
- (ii) Where such agreement has been reached, the accrued days off shall be taken within 12 calendar months of the date on which the first day off was accrued.
- (iii) Where, as at the date of termination of service, an employee has accumulated time towards an accrued day or days off in accordance with clause 15.1, such employee shall be paid for the time so accrued at the employee's ordinary rate of pay.
- (h) Rostered days off - where work is performed on other than a Monday to Friday basis
- (i) Unless prescribed elsewhere in this Award, all employees shall be entitled to not less than two consecutive rostered days off duty each week.
  - (ii) In lieu of two rostered days off in each week, an employee may be allowed in each fortnightly period either one rostered day off in one week and three consecutive rostered days off in the other week, four consecutive rostered days off or two groups of two consecutive rostered days off.
  - (iii) Two consecutive rostered days off, one at the end of one week and one at the beginning of the following week may be counted as meeting the requirements of clause 15.1(h)(i).

For the purpose of Clause 15.1(h), **day** means a period from midnight on one day until midnight on the following day.

## **15.2 Shift work arrangements**

- (a) Shift work may be introduced to meet operational requirements. Such shift work shall be worked in accordance with a roster mutually agreed between the employer and the union, in consultation with the employees directly affected. Any discussions concerning the introduction of shift work or roster variations shall be conducted in accordance with the provisions of clause 6.2 of this Award.
- (b) A roster setting out the employee's days of duty and starting and finishing times on such days shall either be displayed in a convenient place or made available electronically to employees at least one calendar week in advance of the roster cycle, provided that notification by 1300 on Monday will be sufficient notification for the week commencing the following Monday.
- (c) A shift worker shall not perform more than two consecutive shifts (e.g. day shift/afternoon shift; afternoon shift/night shift).
- (d) Changes within a roster shall be by agreement between the employer and the employee concerned but, failing agreement, 24 hours' notice of any change in the roster must be given by the employer or double time is to be paid for the employee's next shift.

## **15.3 Spread of ordinary hours of duty - day workers**

- (a) Subject to clauses 15.1 and 15.3(b), the spread of ordinary hours of duty for day workers shall be 0600 to 1800 Monday to Friday.
- (b) By agreement between the employer and the majority of the employees concerned, the ordinary hours prescribed by clause 15.1(a) may be worked over any 10 days in any 14 day work cycle.
- (c) The ordinary starting and finishing times of various groups of employees or individual employees may be staggered provided there is agreement between the employer and the majority of employees concerned.
- (d) Employees' starting and finishing times may be altered to suit operational requirements, geographic, safety, climatic or traffic conditions by the employer after consultation with the employees concerned. Any such altered starting and finishing time will not invoke any penalty payment that would not be payable if the Award spread of hours were observed.
- (e) Employees are required to observe the nominated starting and finishing times for the work day including designated breaks to maximise available working time. Preparation for starting and finishing work including personal clean-up will be in the employee's time.

## **15.4 Payment for working ordinary hours - day workers**

- (a) All ordinary hours of duty performed by a day worker within the ordinary spread of hours prescribed in clause 15.3 shall be paid for as follows:
  - (i) Monday to Friday - ordinary time;
  - (ii) between 0000 and 2400 on a Saturday - time and one-half;
  - (iii) between 0000 and 2400 on a Sunday - double time; and
  - (iv) between 0000 and 2400 on a public holiday - at the rate prescribed in clause 23.
- (b) Where an employee working day work is required to commence their ordinary hours of duty prior to 0600 or finish their ordinary hours of duty subsequent to 1800, that employee shall be paid for the time so worked prior to 0600 or after 1800, respectively, at one and one-half times the ordinary rate for the first three hours and double the ordinary rate thereafter.



### **15.5 Payment for working ordinary hours - shift workers**

- (a) Subject to clause 15.6 a full-time shift worker who works an afternoon shift or night shift Monday to Friday, inclusive, other than on a public holiday, is to be paid, in addition to their ordinary salary, an allowance of 15% for all ordinary time worked on such shift.
- (b) A part-time shift worker working less than 7.6 hours on an afternoon shift finishing at or after 2030 on Monday to Friday, inclusive, other than on a public holiday, is to be paid in addition to their ordinary salary, an allowance of 15% for all ordinary time worked on such shifts.
- (c) A part-time shift worker working less than 7.6 hours on an afternoon shift finishing before 2030 on Monday to Friday, inclusive, other than on a public holiday where the time worked after 1800 was at least 50% of the shift, is to be paid in addition to their ordinary salary, an allowance of 15% for all ordinary time worked on such shifts.
- (d) Where an employee working day shift is required to commence ordinary duty prior to 0600, such time worked prior to 0600 will attract an additional 15% allowance.
- (e) Subject to clause 15.6 all ordinary hours of duty worked by a shift worker on a weekend or a public holiday will be paid for as follows:
  - (i) between 0000 and 2400 on a Saturday - time and one-half;
  - (ii) between 0000 and 2400 on a Sunday - double time;
  - (iii) between 0000 and 2400 on a public holiday - at the rate prescribed in clause 23.

### **15.6 Majority of shift**

The payments prescribed in clause 15.5 shall be calculated on a majority of shift basis. This means, for example:

- (a) if the majority of the ordinary hours of a shift which commenced on a Friday are worked on a Saturday, the whole of the shift is to be treated as having been worked on a Saturday; and
- (b) if the majority of the ordinary hours of a shift which commenced on a Saturday are worked on a Sunday, the whole of the shift is to be treated as having been worked on a Sunday; and
- (c) if the majority of the ordinary hours of a shift which commenced on a Sunday are worked on a Monday, the whole of the shift is to be treated as having been worked on a Monday.

## **16. Meal breaks**

### **16.1 Meal breaks - day workers**

- (a) All day workers shall be allowed not less than 30 minutes for an unpaid meal break between the third and sixth hours of duty.
- (b) Where a day worker is directed to work during an unpaid meal break, and where the meal break is unable to be rescheduled within the span of hours, the employee concerned must be paid for the time so worked at the prescribed overtime rate with a minimum payment as for one-half hour worked.

### **16.2 Meal breaks - shift workers**

- (a) All shift workers shall be allowed not less than 30 minutes for a meal break between the third and the sixth hours of duty.

- (b) The hours of duty of continuous shift workers is inclusive of a meal break with such break to be taken as a crib break so as not to interfere with operational requirements.
- (c) The hours of duty of non-continuous shift workers are either inclusive or exclusive of a meal break subject to operational requirements. In cases where the hours of duty of a particular shift is inclusive of a meal break then such break will be taken as a crib break so as not to interfere with operational requirements.
- (d) Where a shift worker is directed to work during an unpaid meal break, and where the meal break is unable to be rescheduled within the span of hours, the employee concerned must be paid for the time so worked at the prescribed overtime rate with a minimum payment as for one-half hour worked.

### **16.3 Meal breaks on overtime**

All employees covered by this Award who work overtime are entitled to meal breaks and, where relevant, meal allowances as prescribed in clause 13.3.

## **17. Rest pauses**

- (a) All employees are entitled to a paid rest pause of 10 minutes duration in the employer's time in the first and second half of the working day, subject to the following:
  - (i) a total of 10 minutes for an employee who works 6 ordinary hours or less in any day; or
  - (ii) a total of 20 minutes for an employee who works for more than 6 ordinary hours in any day.
- (b) All rest pauses shall be taken at such times as will not interfere with the continuity of work where such continuity is necessary.

## **18. Overtime**

### **18.1 Overtime - general**

- (a) Employees shall work reasonable overtime whenever necessary in the opinion of the employer, but 24 hours' notice shall be given, where practicable, to an employee required to work overtime.
- (b) Overtime is to be calculated to the nearest quarter of an hour.

### **18.2 Payment for overtime - day workers**

- (a) Overtime, that is authorised time worked outside the ordinary starting and ceasing times or in excess of the ordinary hours of duty on a Monday to Friday, inclusive, shall be paid for at the rate of time and one-half for the first 3 hours and double time thereafter.
- (b) All authorised overtime worked by an employee on a Saturday shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter with a minimum payment as for 2 hours' work.
- (c) All authorised overtime worked by an employee on a Sunday shall be paid at the rate of double time with a minimum payment as for 2 hours' work except where Sunday is the first or third rostered day off in any work cycle.
- (d) All authorised overtime worked by an employee on their accrued day off or first or third rostered

day off in any work cycle shall be paid at the rate of time and one-half for the first 3 hours and double time thereafter with a minimum payment as for 2 hours' work.

- (e) All authorised overtime worked by an employee on their second or fourth rostered day off in any work cycle shall be paid at the rate of double time with a minimum payment as for 2 hours' work.
- (f) The minimum payments provided in clauses 18.2(b), (c), (d) and (e) shall not apply where such overtime is performed immediately preceding or following ordinary hours.

### **18.3 Payment for overtime - shift workers**

- (a) Subject to clause 18.3(b), a shift worker is to be paid for all overtime at the rate of double time.
- (b) All authorised overtime worked by a shift worker on a public holiday shall be paid for at the rate prescribed in clause 23(i), with a minimum payment as for 4 hours' work.
- (c) All authorised overtime worked by an employee on a Saturday, Sunday, rostered day off or an accrued day off shall be paid at the rate of double time with a minimum payment as for 2 hours' work.
- (d) The minimum payments provided in clauses 18.3(b) and (c) shall not apply where such overtime is performed immediately preceding or following ordinary hours.

### **18.4 Time off in lieu (TOIL)**

- (a) In lieu of the provisions of clauses 18.2 and 18.3, an employee, other than a continuous shift worker, who performs overtime work may, at the employee's option, be granted time off in lieu of payment for such overtime at a mutually convenient time on a time for time basis.
- (b) Overtime taken on a time in lieu basis will be taken in periods mutually agreed between the employer and the employee.
- (c) An employee who works overtime on recall on a public holiday and who is granted equivalent time off in lieu is to be paid at half the ordinary rate for the time so worked with a minimum payment as for 4 hours' work.

### **18.5 On call - additional payments**

- (a) Subject to clause 18.6, an employee who is instructed to be on call outside ordinary or rostered working hours (other than those employees on emergency clinical on call) shall receive, in addition to their ordinary rate of pay, an allowance based upon the hourly rate of the classification of HP3.7 in accordance with the following scale:
  - (i) where an employee is on call throughout the whole of a rostered day off, an accrued day off or a public holiday: a payment equivalent to 95% of the prescribed hourly rate for one hour, in respect of each such instance;
  - (ii) where an employee is on call during the whole night only of a rostered day off, an accrued day off or public holiday: a payment equivalent to 60% of the prescribed hourly rate for one hour per night; and
  - (iii) where an employee is on call other than as prescribed in clauses 18.5(a)(i) or (ii): a payment equivalent to 47.5% of the prescribed hourly rate for one hour, in respect of each such instance.
- (b) For the purpose of calculating the hourly rate, the divisor will be based upon a 38 hour week and calculated to the nearest \$0.05.

- (c) For the purpose of clause 18.5(a)(ii), a **night** is deemed to consist of those hours falling between 1800 and 0600 or mainly between such hours.

### **18.6 Emergency clinical on call allowance**

- (a) The provisions within this clause only apply to employees who are required to be on emergency clinical on call for essential direct emergency clinical interventions where patient health will likely be compromised without the timely intervention of the health practitioner. Eligible employees shall receive the emergency clinical on call allowance prescribed in clause 18.6 of this Award instead of the standard on call allowance prescribed in clause 18.5.
- (b) The emergency clinical on call allowance shall be an amount of 7% of the HP3.7 ordinary hourly rate per hour that the employee is required for clinical on call.
- (c) For the purpose of calculating the hourly rate, the divisor will be based upon a 38 hour week and calculated to the nearest \$0.05.
- (d) For the purposes of this clause, **emergency clinical on call** means on call arrangements where:
- (i) either:
    - (A) the service is required for essential direct emergency clinical interventions where patient health will likely be compromised without the timely intervention of the health practitioner and the service operates 24 hours, seven days a week either on a staffed basis or an on call basis; or
    - (B) where local district health service management has decided that the on call service for that profession, discipline or service is required for essential direct emergency clinical interventions where patient health will likely be compromised without the timely intervention of the health practitioner; and
  - (ii) after being contacted, the employee will generally be available for presentation at the health facility within approximately 30 minutes assuming that there are good traffic conditions.

### **18.7 Restrictions regarding on call arrangements**

Where practicable the employer shall not require an employee to be continuously available on call for a period in excess of 6 weeks.

### **18.8 Recall to duty - from on call**

- (a) **Monday to Friday** - an employee who has been instructed to be on call and who is recalled to perform duty shall be paid for the time worked at the overtime rate prescribed in clauses 18.2(a) or 18.3(a), such time shall be calculated as from home and return with a minimum payment as for 2 hours' work.
- (b) **Saturday or a Sunday** - an employee who has been instructed to be on call and who is recalled to perform duty on a Saturday or a Sunday is to be paid for such overtime at the appropriate overtime rate prescribed in clauses 18.2 or 18.3 with a minimum payment as for 2 hours' work inclusive of travelling time from home and return **or**, at the employee's option, be granted time off in lieu at a mutually convenient time equivalent to the number of hours worked.
- (c) **Public holiday** - an employee who has been instructed to be on call and who is recalled to perform duty on a public holiday is to be paid for such overtime at the appropriate overtime rate prescribed in clause 23(i) with a minimum payment as for 4 hours' work for the day, inclusive of travelling time from home and return **or**, at the employee's option, be granted time off in lieu at a mutually

convenient time equivalent to the number of hours worked. An employee who is granted equivalent time off in lieu shall also be paid at half the ordinary rate for the time so worked with a minimum payment as for 4 hours' work.

- (d) An employee who has been instructed to be on call and who is required to perform duties without the need to leave the employee's place of residence and/or without the need to return to the facility shall be reimbursed for a minimum of one hour's work for each time the employee performs such duties. If the employee is required to again perform duties within that one hour period, no further minimum payment shall apply. The employee will be responsible for the recording of the nature and times of contact for subsequent verification by the employer.
- (e) Any overtime payable in accordance with clause 18.8 shall be in addition to the on call allowance prescribed in clause 18.5(a).

#### **18.9 Recall to duty - other than from on call**

- (a) An employee (other than an employee on call) having been recalled to perform duty shall be paid for the time worked with a minimum payment as for 2 hours for each call out at the prescribed overtime rate, provided that such minimum payment shall not apply where the overtime is performed immediately preceding and/or is continuous with ordinary hours of duty.
- (b) Should the employee be called out again within that 2 hour period no further minimum payment shall apply to that work which shall be separately paid for at the applicable overtime rate.
- (c) Time worked in clause 18.9 is to be calculated from the time of commencement until the cessation of duty at the employee's normal place of work or other designated place.

#### **18.10 Transport costs on recall**

Where an employee is recalled to perform work during an off duty period the employee shall be provided with transport to and from the employee's home or be refunded the cost of such transport.

#### **18.11 Fatigue leave/rest period after overtime**

- (a) An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day so that 10 consecutive hours off duty has not occurred shall be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (b) If, on the instructions of the employer, an employee resumes or continues ordinary work without having had 10 consecutive hours off duty the employee shall be paid double rates until they are released from duty and shall then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) The provisions of clause 18.11 shall apply as if 8 hours were substituted for 10 hours when overtime is worked:
  - (i) for the purposes of changing shift rosters by shift workers who rotate from one shift to another; or
  - (ii) in any other case agreed upon between the employer and the employee concerned.
- (d) Clause 18.11 does not apply to employees who work 2 hours or less when recalled to duty (see clauses 18.8 and 18.9) on one or more recalls.

## **PART 6 - Leave of Absence and Public Holidays**

### **19. Annual leave**

Annual leave is provided for in Division 5 of the QES. Clauses 19.1 to 19.4 supplement the QES.

#### **19.1 Payment for annual leave**

- (a) An employee (other than a shift worker) proceeding on annual leave is entitled to receive the following payments:
  - (i) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave; and
  - (ii) a further amount equal to 17.5% of the amount referred to in clause 19.1(a)(i).
- (b) A non-continuous shift worker proceeding on annual leave is entitled to receive the following payment:
  - (i) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave calculated according to the employee's roster or projected roster including any shift, weekend or public holiday penalties; or
  - (ii) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave, excluding any shift, weekend or public holiday penalties plus a further 17.5% of this amount,whichever is the higher.
- (c) A continuous shift worker proceeding on annual leave is entitled to receive the following payments:
  - (i) an amount equal to the wage rate being paid to the employee immediately before the employee takes the leave for the period of such leave, excluding any shift, weekend or public holiday penalties; and
  - (ii) a further amount equal to 27.5% of the amount referred to in clause 19.1(c)(i).

#### **19.2 Additional leave**

- (a) By mutual agreement between the employer and the majority of employees concerned, employees engaged in the same work unit within a facility may (subject to clause 19.2(b)) receive an additional one week's leave in lieu of the extra payment as prescribed in clauses 15.4(a)(iv) and 15.5(e)(iii) for work performed upon public holidays.
- (b) The granting of the additional week's leave as prescribed in clause 19.2(a) is dependent upon the individual employees having completed a full year of employment and having actually worked ordinary rostered hours on public holidays.
- (c)
  - (i) The payment of projected roster penalties in accordance with clause 19.1 or the payment of the applicable percentages referred to in clause 19.1 are not payable on the additional week's leave referred to in clause 19.2(a).
  - (ii) Consequently, payment of annual leave loading is to be made on the basis of 4/5ths of the total projected roster penalties or 4/5ths of the relevant percentage referred to in clause 19.1 or, in the case of continuous shift workers, 5/6ths of the total projected roster penalties or

5/6ths of the percentages referred to in clause 19.1 and should be calculated by an averaging method.

### **19.3 Christmas/New Year closure**

- (a) Where their work area is compulsorily closed over the Christmas/New Year period all affected employees shall have their annual leave entitlement debited (other than a concessional day/s) by the number of ordinary working days, or hours in the case of part-time employees, they would ordinarily have worked between Christmas Day and New Year's Day, inclusive.
- (b) For the purposes of clause 19.3(a), **concessional day** means any day upon which an employee is permitted to be absent on full pay without debit to any leave account as a result of a compulsory closure of Government establishments over the Christmas/New Year period or such closure or restricted staffing as the employer determines.
- (c) Notwithstanding the provisions of clause 19.2(a), an employer and an employee may agree that an employee may access any accrued days off or TOIL during a compulsory Christmas closure period instead of having their annual leave entitlement debited.

### **19.4 Accumulation of leave**

Annual leave may accrue from year to year to a maximum of the equivalent of two years' entitlement.

## **20. Personal leave**

- (a) Personal leave is provided for in Division 6 of the QES and covers:
  - (i) sick leave;
  - (ii) carer's leave;
  - (iii) bereavement leave; and
  - (iv) cultural leave.
- (b) In addition to the provisions of Subdivision 2 of Division 6 of the QES an employee is entitled to use any sick leave to which they have an entitlement for carer's leave purposes.
- (c) An employee may also elect, with the consent of the employer, to take annual leave for carer's leave purposes.
- (d) An application for sick leave of more than 3 days is to be supported by a medical certificate or any other evidence that is acceptable to the employer.

*Note: Where a directive about sick leave or bereavement leave covers an employee, the provisions of the relevant directive apply to the employee to the extent it provides a more generous entitlement.*

## **21. Parental leave**

- (a) Parental leave is provided for in Division 8 of the QES and covers:
  - (i) birth-related leave for an employee who is pregnant or whose spouse gives birth;
  - (ii) adoption leave; and
  - (iii) surrogacy leave.

- (b) Notwithstanding the provisions of Subdivision 2 of Division 8 of the QES, all full-time and part-time employees are entitled to parental leave upon commencement of employment.
- (c)
  - (i) An employee who is pregnant, whether or not she has given her employer written notice of the date/s on which she proposes to start and/or end maternity leave, must:
    - (A) commence maternity leave at least 6 weeks prior to the expected date of birth of her child; and
    - (B) remain on maternity leave until at least 6 weeks after the birth of the child.
  - (ii) An employer may at the request of the employee and on receipt of a certificate from a medical practitioner certifying that in the opinion of the medical practitioner:
    - (A) the employee is fit for duty until a specified date - reduce the period mentioned in clause 21(c)(i)(A); or
    - (B) the employee is fit to resume duty - reduce the period mentioned in clause 21(c)(i)(B).
  - (iii) If the employer makes a decision under clause 21(c)(ii)(A) to reduce the period, the approval is of effect until:
    - (A) the day specified in the medical certificate; or
    - (B) the day 14 days after the day the employer revokes the decision by giving written notice to the employee; or
    - (C) the employee commences maternity leave; or
    - (D) the day of the employee's confinement,whichever happens first.
- (d) An employee who is pregnant, during the term of her pregnancy until 6 weeks before the expected date of birth of her child or lesser period as approved by the employer, may request to work part-time or other flexible work arrangements.
- (e) An employee who has taken leave to attend compulsory interviews or examinations as part of an adoption process or who has taken leave to attend compulsory interviews or court hearings associated with a surrogacy arrangement may request that such leave be taken as paid annual leave.
- (f) In addition to the provisions of Subdivision 6 of Division 8 of the QES an employee who has returned to work on a part-time basis may seek to return to the position they held prior to commencing parental leave.
- (g) If the position mentioned in clause 21(f) no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position that is, as nearly as possible, comparable in status and remuneration to that of the employee's former position.
- (h) The employer must make a position to which the employee is entitled available to the employee.
- (i)
  - (i) An employee who is the parent of a child may apply, at any time, to their employer to work on a part-time basis in order to be the child's primary caregiver when not at work.



- (ii) The requirements concerning the manner in which the employee may make an application to work part-time under clause 21(i)(i) are the same as those contained in the QES with respect to applications to return to work on a part-time basis for an employee on parental leave (i.e. s 75).
- (iii) The period in relation to which an application under clause 21(i) may be made cannot extend beyond the day the child is required to be enrolled for compulsory schooling under the *Education (General Provisions) Act 2006*.
- (iv) The requirements concerning the manner by which the employer is to assess any application by an employee to work part-time are the same as those contained in the QES with respect to assessing applications to return to work on a part-time basis for an employee on parental leave (i.e. s 76).

*Note: Where a directive about paid parental leave covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*

## 22. Long service leave

- (a) Long service leave, including for casual employees, is provided for in Division 9 of the QES. Clause 22(b) supplements the QES.
- (b) In lieu of the provisions of sections 95(2)(a) and (b) of the Act, all employees who complete 10 years' continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service.
- (c) Employees who have completed 7 years' continuous service are entitled to take long service leave on full pay or half pay.
- (d) Employees are entitled to a cash equivalent of long service leave in the following circumstances:

Specific circumstances	Minimum period of continuous service
Retrenchment	1
Ill health retirement	5
Retirement if 55 years or older	5
Death	5
Termination except where termination is due to dismissal or career advancement	7
All other circumstances	10

*Note: Where a directive about long service leave covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*

## 23. Public holidays

Public holidays are provided for in Division 10 of the QES. Clauses 23(a) to 23(m) supplement the QES provisions.

- (a) All work done on a public holiday by an employee who is not in receipt of the additional week's leave in accordance the clause 19.2(a) shall be paid for at the rate of double time and one-half with a minimum of 4 hours.
- (b) Except for the public holidays prescribed at clauses 23(c), (d), (e) and (f) all work done on a public holiday by an employee who is in receipt of the additional week's leave in accordance with clause 19.2(a) shall be paid at the rate of time and one-half with a minimum of 4 hours.

- (c) Easter Saturday: All work done by an employee on Easter Saturday (the day after Good Friday) shall be paid for at the rate of double time and one-half with a minimum of 4 hours.
- (d) Easter Sunday: All work done by an employee on Easter Sunday (the Sunday after Good Friday) shall be paid for at the rate of double time and one-half with a minimum of 4 hours.
- (e) Labour Day: All employees are entitled to be paid a full day's wage for Labour Day irrespective of the fact that no work may be performed on such day. If an employee works on Labour Day they shall be paid a full day's wage for that day and, in addition, a payment for the time actually worked at one and one-half times the ordinary time rate of pay with a minimum payment as for 4 hours' work.
- (f) Show Day: All work done by an employee on show day shall be paid for at the rate of double time and one-half with a minimum payment as for 4 hours' work.
- (g) Subject to clause 23(i) where an employee who is not in receipt of the additional week's leave as prescribed in clause 19.2(a) (other than a casual employee) is rostered off on a public holiday, such employee shall be paid an additional day's wage, or be granted a day's holiday in lieu at a time to be mutually arranged between the employer and the employee concerned, or an extra day will be added to annual leave, for each such day on which such employee is rostered off.
- (h) Subject to clause 23(i) where an employee who is in receipt of the additional week's leave as prescribed in clause 19.2(a) (other than a casual employee) is rostered off on Easter Saturday, Easter Sunday, Show Day or Labour Day, such employee shall be paid an additional day's wage, or be granted a day's holiday in lieu at a time to be mutually arranged between the employer and the employee concerned, or an extra day will be added to annual leave, for each such day on which such employee is rostered off.
- (i) In respect to Easter Saturday and Easter Sunday, clauses 23 (g) and (h) do not apply to an employee who is not ordinarily required to work on a Saturday or Sunday respectively.
- (j) All time worked on a public holiday outside an employee's ordinary starting or ceasing time on such day must be paid at double the rate prescribed by this Award for such time when worked outside the ordinary starting and finishing times on an ordinary day.
- (k) Casual employees required to work on public holidays shall be paid at the rate of double time and one-half for all time worked with a minimum payment as for 4 hours' work.
- (l) The minimum payments provided in clause 23 shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.
- (m) All ordinary hours of duty worked in any one shift on a public holiday shall be calculated and paid for on a majority of shift basis as prescribed in clause 15.6.

## **24. Jury service**

Jury service is provided for in Division 12 of the QES.

## **PART 7 - Transfers, Travelling and Board and Lodging**

### **25. Transfer and appointment expenses**

- (a) Eligible employees when appointed or when transferred (other than at their own request) from one centre to another may be paid for expenses incurred, including:

- (i) the conveyancing of self, family and effects to the centre to which the employee is appointed or transferred;
  - (ii) board and lodging; and
  - (iii) other items of expenditure related to taking up duty.
- (b) Nothing in clause 25(a) is to be taken to prevent an employer from exercising their discretion to pay all or part of the expenses of an employee who is transferred from one centre to another centre at their own request.

*Note: Where a directive about transfer and appointment expenses covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*

## **26. Travelling and relieving expenses**

An employee who is required to:

- (a) travel on official duty; or
- (b) take up duty away from the employee's usual place of work to relieve another employee; or
- (c) perform special duty,

is to be reimbursed actual and reasonable expenses for accommodation, meals and incidental expenses necessarily incurred by the employee.

*Note: Where a directive about travelling and relieving expenses covers an employee, the provisions of the relevant directive apply to the employer to the extent it provides a more generous entitlement.*

## **27. Board and lodging**

- (a) Where board and lodging is supplied to an employee residing within employer accommodation, the employer will be entitled to deduct a weekly sum equivalent to 35% of the HP3.1 rate.
- (b) Where an employee who is living out is provided with meals by the employer, a deduction may be made from their wages/salary calculated at the rate of 2.2% of the board and lodging charge for breakfast and at the rate of 2.7% of the board and lodging charge for each lunch and dinner provided. In respect of lunch and dinner, only a main course, together with tea or coffee, will be provided. For each additional course a charge at the rate 0.6% of the board and lodging charge will be made.
- (c) Where an employee is provided with accommodation only by the employer a deduction will be made from their wages/salary at the rate of 35% of the board and lodging charge per week.
- (d) For the purpose of determining the aforementioned charges, calculations will be made to the nearest \$0.05.

## **PART 8 - Training, Learning and Development**

### **28. Training, learning and development**

- (a) The parties to this Award recognise that in order to increase efficiency and productivity a greater commitment to learning and development is required.

- (b) Accordingly, the parties commit themselves to developing a more highly skilled and flexible workforce and providing employees with career opportunities through appropriate training to acquire additional skills and knowledge for performance of their duties.
- (c) Within each Hospital and Health Service and relevant work area/unit in the Department, a consultative mechanism and procedures involving representatives of management, employees and relevant unions shall be established as determined by the employer, having regard to the size, structure and needs of the employer.
- (d) Following consultation the employer shall develop a learning and development strategy consistent with:
  - (i) the current and future needs of the employer;
  - (ii) the size, structure and nature of the operations of the employer;
  - (iii) the need to develop vocational skills relevant to the employer through courses conducted wherever possible by accredited educational institutions and providers.
- (e) Learning and development may be both on-the-job or off-the-job and either internal or external to the organisation.
- (f) Learning and development provided should assist employees in obtaining accredited competencies, knowledge and skills.
- (g) All such learning and development should be directed at enabling employees to enhance skills relevant to duties to be performed. Employees will be expected to attend scheduled learning and development activities.

## **PART 9 - Uniforms and Safety Equipment**

### **29. Uniforms**

- (a) Where the employer requires an employee to wear a uniform, the employer must supply the employee with 6 uniforms of good quality in the first year of service. Replacement uniforms will be provided in subsequent years on a fair wear and tear basis.
- (b) An employer who requires an employee to wear a uniform and does not supply uniforms to an employee is to pay to the employee an allowance of \$206.00 per annum or a *pro rata* equivalent in the first year of service and an allowance of \$102.00 per annum or a *pro rata* amount in respect to replacement uniforms during subsequent years.
- (c)
  - (i) Where the employer provides a laundry service or access to a service and such uniforms are laundered by the employer, the uniforms will be laundered without charge to the employee; or
  - (ii) Where no laundry service or access to a laundry service is provided by the employer and uniforms are not laundered by the employer, an allowance of \$2.81 per week will be paid to the employee. However this allowance is not payable where such a service is available but the employee elects not to access the service.

### **30. Outer duty garments**

Where protective outer garments are supplied by the employer they shall be laundered and maintained by the employer without charge to the employee.

## **PART 10 - Union Related Matters**

### **31. Union encouragement**

- (a) The parties recognise the right of individuals to join a union and will encourage that membership. However, it is also recognised that union membership remains at the discretion of individuals.
- (b) An application for union membership and information on the relevant union/s will be provided to all employees at the point of engagement.
- (c) Information on the relevant union/s will be included in induction materials.
- (d) Union representative/s will be provided with the opportunity to discuss union membership with new employees.

### **32. Union delegates**

- (a) The parties acknowledge the constructive role democratically elected union delegates undertake in the workplace in relation to union activities that support and assist members. That role will be formally recognised, accepted and supported.
- (b) 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.
- (c) 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. Such facilities include: telephones, computers, e-mail, photocopiers, facsimile machines, 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 for information and communication purposes.
- (d) Subject to the relevant employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.

### **33. Industrial relations education leave**

- (a) Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow employees to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.
- (b) Employees may be granted up to 5 working days (or the equivalent hours) paid time off (non-cumulative) per calendar year, approved by the employer, to attend industrial relations education sessions.
- (c) Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than 5 working days (or the equivalent). Such leave will be subject to consultation between the employer, the relevant union and the employee.
- (d) Upon request and subject to approval by the employer, employees may be granted paid time off in special circumstances to attend management committee meetings, union conferences, and Australian Council of Trade Unions (ACTU) Congress.

- (e) The granting of industrial relations education leave or any additional special leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the hospital and health service/work unit concerned. At the same time, such leave shall not be unreasonably refused.
- (f) At the discretion of the employer, employees may be granted special leave without pay to undertake work with their union.

### **34. Right of entry**

- (a) Authorised industrial officer
  - (i) An 'authorised industrial officer' is any union official holding a current authority issued by the Industrial Registrar.
  - (ii) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the union.
- (b) Entry procedure
  - (i) An authorised industrial officer may enter a workplace at which an employer carries on a calling of the officer's organisation, during the employer's business hours, to exercise a power under Chapter 9, Part 1, Division 5, Subdivision 2 of the Act as long as the authorised industrial officer:
    - (A) has notified the employer or the employer's representative of the officer's presence; and
    - (B) produces their authorisation, if required by the employer or the employer's representative.
  - (ii) Clause 34(b)(i) does not apply if, on entering the workplace, the officer discovers that neither the employer nor the employer's representative having charge of the workplace is present.
  - (iii) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
  - (iv) If the authorised industrial officer does not comply with a condition of clause 34(b)(i) the authorised industrial officer may be treated as a trespasser.
- (c) Inspection of records
  - (i) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 339 of the Act.
  - (ii) An authorised industrial officer is entitled to inspect such time and wages records of any current employee except if the employee:
    - (A) is ineligible to become a member of the authorised industrial officer's union; or
    - (B) has made a written request to the employer that they do not want their record inspected.
  - (iii) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.

- (iv) A person must not, by threats or intimidation, persuade or attempt to persuade an employee or prospective employee to make, or refuse to make, a written request to the employer or prospective employer that the record not be available for inspection by an authorised industrial officer.

(d) Discussions with employees

An authorised industrial officer is entitled to discuss with the employer, or a member or employee eligible to become a member of the union:

- (i) matters under the Act during working or non-working time; and
- (ii) any other matter with a member or employee eligible to become a member of the union, during non-working time.

(e) Conduct

- (i) The employer must not obstruct the authorised industrial officer exercising their right of entry powers.
- (ii) An authorised industrial officer must not wilfully obstruct the employer, or an employee during the employee's working time.

*Note: Clause 34 - Right of entry, deals with comparable provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to Chapter 9, Part 1, Division 5 of the Act as amended from time to time.*

**Schedule 1 - Work areas/units included in Department of Health (as at 1 March 2017)**

- Office of the Director-General;
- Clinical Excellence Division;
- Corporate Services Division;
- Healthcare Purchasing and System Performance Division;
- Prevention Division;
- Strategy, Policy and Planning Division;
- Queensland Ambulance Service;
- Health Support Queensland; and
- eHealth Qld.



## Schedule 2 - Health Practitioner and Dental Officer Streams

### S2.1 Health practitioners are employees who:

- (a) Are in disciplines listed under S2.2 and who:
  - (i) provide a direct contribution to service delivery across the continuum of care to provide integrated health services in one or more of the following program areas:
    - (A) acute care;
    - (B) ambulatory care;
    - (C) rehabilitation;
    - (D) extended care;
    - (E) integrated mental health;
    - (F) primary care;
    - (G) protection and prevention; **and**
  - (ii) are directly involved in health protection and prevention, assessment, diagnosis and treatment of patients and to the community; **or**
- (b) Directly manage, and have a professional responsibility for, the clinical services provided by employees who meet the definition in S2.1(a).

### S2.2 Health practitioner eligible disciplines:

- Anaesthetic Technicians
- Audiologists
- Biomedical Engineers and Technicians
- Breast Imaging Radiographers
- Cardiac Perfusionists
- Chemists and/or Radio-chemists
- Child Guidance Therapists
- Child Therapists
- Clinical Measurement Scientists and Technicians
- Dental Prosthetists
- Dental Technicians
- Dental Therapists
- Dietitians/Nutritionists
- Environmental Health Officers
- Epidemiologists
- Exercise Physiologists
- Forensic Scientists and Technicians
- Genetic Counsellors
- Health Promotion Officers
- Leisure Therapists
- Medical Illustrators
- Medical Laboratory Scientists and Technicians
- Music Therapists

- Neurophysiologists
- Nuclear Medicine Technologists
- Nutritionists
- Occupational Therapists
- Oral Health Therapists
- Orthoptists
- Orthotists, Prosthetists and Technicians
- Patient Safety Officers
- Pharmacists and Technicians
- Physicists - including Radiation Oncology Medical Physicists, Nuclear Medical Physicists, Radiology Medical Physicists, and Health Physicists
- Physiotherapists
- Podiatrists
- Psychologists - including Clinical and Neuro Psychologists
- Public Health Officers
- Radiation Therapists
- Radiographers/Medical Imaging Technologists
- Rehabilitation Engineers and Technicians
- Researchers, Clinical Trial Coordinators and Data Collection Officers
- Scientists - Environmental Health
- Social Work Associates
- Social Workers
- Sonographers
- Speech Pathologists, and
- Welfare Officers.

**S2.3** Dental officers are:

- (a) Dentists who hold a dental registration with the Dental Board of Australia; or
- (b) Dental specialists who hold a dental registration with the Dental Board of Australia as a specialist.

## **Schedule 3 - Generic Level Statements - Health Practitioners**

The health practitioner stream comprises roles which meet the eligibility requirements contained in Schedule 2.1 and are in disciplines contained in Schedule 2.2.

Generic level statements should be read in conjunction with the definitions as contained in clause 3 of this Award.

Within the HP classification structure, there are three streams; clinical; technical (including but not limited to roles with an education or research focus, or containing elements of all features); and management. Roles may require employees to work across streams.

Clinical Stream comprises a number of roles:

- to which are attached a mandatory, minimum tertiary degree or agreed equivalent qualification as determined by the employer or delegate; and
- the duties of which reflect a combination of discipline-specific practitioner responsibilities and/or an identifiable specialisation/management within a profession.

Technical Stream comprises a number of roles:

- to which are attached a mandatory, minimum tertiary diploma, advanced diploma or agreed equivalent qualification as determined by the employer or delegate; and
- the duties of which reflect a combination of discipline-specific practitioner responsibilities providing direct assistance to, but possibly acting in isolation from, other roles; and/or supervision of roles within technical work units.

Management stream comprises a number of roles to which are attached mandatory, minimum tertiary qualifications associated with a relevant health practitioner profession or discipline, as determined by the employer or delegate.

### **Health Practitioner One (HP 1)**

Classification at Health Practitioner One (HP1) level is reserved for employees in the process of completing prerequisite education or training, or fulfilling supervised practice requirements prior to being unconditionally registered for roles otherwise commencing at HP2 or HP3 classification levels. Roles at HP1 level are those with a primary focus on building toward the attainment of a recognised, acceptable level of knowledge and skill in their given domain.

Requiring only a narrow set of knowledge and skills in their given discipline, these roles involve the performance of duties under the close clinical or technical practice supervision of more experienced Health Practitioners within the given domain, with the quality of work output generated by the role closely monitored and assessed. HP1 roles may be referred to as cadetship, traineeship, scholarship, pre-registration, internship, or Professional Development Year (PDY) roles.

### **Health Practitioner Two (HP 2)**

#### *Technical*

Roles at HP2 level require employees to hold a Diploma or Advanced Diploma or agreed equivalent qualification.

Roles at Health Practitioner 2 are technical roles demonstrating competent technical knowledge and skill in their given domain. Employees are expected to undertake a range of tasks within the context of the role's duties, with levels of supervision and guidance from more experienced practitioners decreasing

commensurate with increasing experience.

Roles at this level require employees to perform mostly routine technical duties and undertake more complex technical tasks under the supervision of more experienced practitioners. They would be expected to be an active participant within their multidisciplinary work unit or technical team.

As experience builds, employees make decisions and solve problems by exercising technical judgement with increasing independence. Employees are expected to manage their own workload, as directed, and are expected to understand and comply with standards, policies and processes applicable to the role or work area.

Commensurate with level of experience, employees provide technical education and mentoring to students and provide peer support to less experienced technical colleagues or direction to assistant and support staff.

### **Health Practitioner Three (HP 3)**

#### ***Clinical***

Roles at this level require employees to hold at least a relevant tertiary degree (or equivalent) qualification in an eligible Health Practitioner clinical profession.

HP3 covers newly qualified professionals, developing clinicians, and proficient clinicians.

Employees at this level utilise an acquired level of professional knowledge and skills to deliver professional clinical services in accordance with professional standards, guidelines and work unit procedures. Employees usually participate as a member of a professional or multi-disciplinary team.

Roles have a clinical or education or research focus, or may involve elements of all three. Employees perform a range of duties, mostly of a routine nature. Duties are performed under regular supervision and/or guidance from more experienced practitioners, however with levels of clinical practice supervision decreasing, commensurate with experience in the role or similar roles.

Employees may be expected to manage their own workloads, undertaking routine duties largely independently and by exercising sound levels of professional clinical judgement in decision-making. More complex clinical decision making is undertaken with support or guidance.

Employees are required to participate in research, quality or service improvement activities, under the supervision of a more experienced practitioner. Employees may be required to provide direction and guidance or education to students, assistant and support staff, or to less experienced HP3 level practitioners, also under the supervision of more senior staff.

A primary educator employee at this level will assist and support more senior clinical educators in the development, delivery and evaluation of education and training programs within a discipline or service area.

A primary research employee at this level actively contributes to, or manages part of, a clinical research project/s, with research outcomes typically being applied to clinical practice within a service.

#### ***Technical***

Roles at this level require employees to hold at least a relevant diploma (or equivalent) qualification in an eligible Health Practitioner technical discipline.

HP3 covers senior technician roles that demand the application of high levels of technical knowledge and skills.

Technical employees at this level demonstrate high levels of knowledge and skills in the application of conventional methods and techniques associated with a particular discipline. Technical employees at HP3 utilise proven technical expertise and proficiency in order to undertake duties that frequently involve the performance of complex technical tasks.

Technical employees at this level must exercise independent judgement in providing technical services of a complex nature where principles, procedures, techniques or methods require expansion, adaptation or modification.

### ***Management (Technical)***

Technical roles at this level require employees to hold at least a relevant diploma (or equivalent) qualification in an eligible Health Practitioner technical discipline.

Technical management employees at this level provide technical leadership within a work area and supervise/manage a small technical team or work unit that may operate across multiple sites/facilities.

Management responsibilities at this level typically include coordinating workflow for a team or work unit, monitoring and assessing the quality and standard of work produced by subordinate staff, and staff performance appraisal.

## **Health Practitioner Four (HP 4)**

### ***Clinical***

Roles at this level require employees to hold at least a relevant tertiary degree (or equivalent) qualification in an eligible Health Practitioner clinical profession.

Employees at Health Practitioner 4 demonstrate the application of high levels of clinical expertise, and provide clinical leadership within a team. Roles may have a clinical, education or research focus, or may involve elements of all three.

Employees provide clinical services of a complex and varied nature where principles, procedures, techniques or methods frequently require adaptation or modification, with clinical decisions based on valid and reliable evidence. Employees perform a majority of tasks independently, with a requirement for only minimum levels of clinical practice supervision. Employees may be recognised as a reference point within a team.

Employees are expected to research and apply professional clinical evidence to identify opportunities for quality and service improvement activities. Employees ensure that service initiatives are integrated into professional clinical practice, guidelines and policies at a service level, with minimal support/direction from a more senior practitioner.

Employees are expected to provide general clinical advice to supervisors/managers and relevant stakeholders in relation to the delivery of professional clinical services. Employees are responsible for ensuring the maintenance of clinical outcomes and professional standards within the work area.

Primary educator employees will be responsible for the development, delivery and evaluation of clinical education and training programs within a discipline or service area.

Primary researcher employees will have a designated role as a researcher within a team/project, undertaking research of a complex and critical nature, or may manage a small clinical research project/s, with research outcomes being applied to clinical practice within a service or more broadly.

### ***Management (Clinical)***

Roles at this level require employees to hold at least a relevant tertiary degree (or equivalent)

qualification in an eligible Health Practitioner clinical profession.

Clinical management roles at HP4 require base level managerial knowledge and skills, coupled with highly developed clinical expertise and a sound understanding of the health care continuum.

Management responsibilities at this level will include operational management/supervision of a small professional team or work unit. The focus may be facility or service based.

Employees provide advice and direction to a small team and undertake clinical governance activities within the service, operating with a high degree of independence.

Employees are responsible for providing clinical leadership within a service; that includes the provision of clinical practice supervision and education/training to HP3 level clinicians. Employees will be responsible for monitoring and reporting of professional standards, quality and service delivery outcomes.

Employees may provide input into strategic planning for a service and will be responsible for ensuring alignment of team or work unit activities to the strategic direction of the service. Clinical management employees at this level may be responsible for the appropriate management of allocated financial resources, and/or maintenance of equipment and assets, in defined areas.

### ***Technical***

Roles at this level require employees to hold at least a relevant diploma (or equivalent) qualification in an eligible Health Practitioner technical discipline.

HP4 covers advanced technician roles that demand the application of advanced levels of specialised technical knowledge and skills. Employees provide the point of reference for technical advice at a service level.

Employees provide specialised or generalist technical services of a highly complex nature requiring exercise of fully independent technical judgement and advanced level command of conventional methods and specialised techniques.

Technical employees contribute to the development of technical competence within a service, providing education/training to HP3 level technicians, leading quality and service improvement initiatives, and leading technical governance activities for a technical discipline within a service.

### ***Management (Technical)***

Roles at this level require employees to hold at least a relevant diploma (or equivalent) qualification in an eligible Health Practitioner technical discipline.

Technical management employees at this level demonstrate well developed managerial knowledge and skills, and an advanced level of technical knowledge, skills and expertise and leadership across two or more speciality areas.

Technical management employees at this level have operational, staff and resource management responsibilities for a medium size technical work unit/s across one or more sites, or a large technical work unit based at a single facility.

Employees ensure that service initiatives are integrated into technical practice, work unit guidelines and service protocols. Employees provide high level advice to supervisors/managers to contribute to the strategic direction and planning for a service.

## **Health Practitioner Five (HP5)**

### *Clinical*

Roles at this level require employees to hold at least a relevant tertiary degree (or equivalent) qualification in an eligible Health Practitioner clinical profession.

Clinical employees at Health Practitioner 5 demonstrate application of advanced levels of clinical expertise that are recognised at a service level, and provide significant clinical leadership within a service. Professional clinical roles at HP 5 may have a clinical, education or research focus, or may involve elements of all three.

Clinical employees at HP5 level provide specialised or generalist clinical services of a significantly complex and critical nature, with significant scope. Duties are performed through the fully independent application of clinical expertise and use of advanced or novel techniques.

Employees are expected to utilise evidence and research to lead the identification, development, implementation and evaluation of quality and service improvement initiatives and the development of better practice. Employees provide high level clinical advice to supervisors/managers and relevant stakeholders in relation to the development of clinical services.

Clinical employees provide high level clinical leadership within the professional and/or multidisciplinary team/s, and are recognised as the reference point for other clinicians at a service level. Employees contribute to clinical governance and professional competence at a service level, providing clinical practice supervision, and providing advanced training and guidance to HP4 level clinicians seeking to build capability.

A primary educator role develops, delivers and participates in evaluation of specialised education and training programs within services. A primary educator employee contributes to the strategic direction of professional development programs that contribute to enhanced clinical practice knowledge and skills across a service.

A primary researcher leads and manages clinical research programs or a component of a major clinical research program with research outcomes influencing clinical processes and standards of clinical practice and requires relevant postgraduate research qualification and a recent history of peer reviewed publishing on complex clinical practice and / or broad professional topics (not associated with obtaining academic qualifications).

### *Management (Clinical)*

Roles at this level require employees to hold at least a relevant tertiary degree (or equivalent) qualification in an eligible Health Practitioner clinical profession.

Clinical management employees at HP5 require well developed managerial knowledge and skills and strategic leadership ability, coupled with an advanced level of clinical expertise and comprehensive understanding of the health care continuum.

Employees operationally manage and supply strategic direction to a medium size professional or multidisciplinary team/work unit operating across one or more sites or clinical service areas, ensuring adherence to clinical service standards and achievement of quality and service delivery objectives.

Employees undertake strategic planning for a service, and provide advocacy for the service in advising senior management and relevant stakeholders. The strategic focus will be service based.

Employees are responsible for managing clinical governance processes within a service and/or leading professional governance activities for a particular discipline across a service/s.

Clinical management employees at this level are responsible for the management of human, financial and physical resources, including management of one or more cost centre budgets.

### ***Technical***

Roles at this level require employees to hold at least a relevant diploma (or equivalent) qualification in an eligible Health Practitioner technical discipline.

Technical employees at Health Practitioner 5 demonstrate an expert level of technical knowledge and skills, performing in an expert capacity with command of highly specialised techniques within their given technical domain.

Employees provide authoritative technical advice and leadership within a service, and provide a reference point for stakeholders within and outside the discipline/service, at a state-wide or national level.

Employees would be expected to contribute to the development of technical competence in the discipline/service at a state or national level and to advocate for and influence the discipline / service's strategic direction of technical practice.

### ***Management (Technical)***

Roles at this level require employees to hold at least a relevant diploma (or equivalent) qualification in an eligible Health Practitioner technical discipline.

Technical employees at Health Practitioner 5 demonstrate highly developed managerial and strategic leadership knowledge and skills, and expert level of technical expertise.

Employees operationally manage large and diverse multi-disciplinary technical team/s, operating across multiple jurisdictions. The strategic focus will be service based across multiple disciplines/settings.

Employees direct the provision of services in the given technical function, ensuring integration of service delivery with professional healthcare stakeholder groups across multiple jurisdictions.

## **Health Practitioner Six (HP 6)**

### ***Clinical***

Roles at this level require employees to hold at least a relevant tertiary degree (or equivalent) qualification in an eligible Health Practitioner clinical profession.

Clinical employees at Health Practitioner 6 demonstrate expert levels of clinical expertise that are recognised at a state-wide level, operating in a capacity as an expert clinical consultant on a state-wide or national basis, utilising expert command of highly specialised techniques.

HP6 clinical employees contribute to the development of professional competence in the given area at a state wide level, and may be expected to advocate or influence relevant stakeholders in relation to the development of strategic direction for clinical practice. HP6 clinical employees lead the development of relevant professional standards, they are recognised as an authoritative reference point for clinical expertise, at a state or national level.

Employees may lead professional governance activities, providing clinical practice supervision and education for staff and students, as well as providing expert level training and guidance to advanced level clinicians seeking to build capability.

A primary educator employee at this level will be responsible for the strategic development, delivery and evaluation of a range of professional education and training programs in collaboration with tertiary education providers. Employees manage clinical education programs that have state-wide scope for a



professional discipline/s, and directly contribute to the development of professional competence associated with a discipline/s or state-wide speciality clinical health service.

A primary researcher employee at this level will lead and manage a clinical research program/s of significant scope and importance to health services, with research outcomes having wide-spread application to clinical practice for diverse population groups. Primary research roles at this level require obtainment of:

- post-graduate research qualification/s; and
- a recent history of additional clinical research, evidenced by publication in peer reviewed journals; and
- a successful record of obtaining competitive research grants and funds.

### ***Management (Clinical)***

Roles at this level require employees to hold at least a relevant tertiary degree (or equivalent) qualification in an eligible Health Practitioner clinical profession.

Clinical management roles at HP6 require highly developed managerial knowledge and skills and strategic focus, coupled with an expert level of clinical expertise and significant understanding of the health care continuum.

Employees will be responsible for all aspects of operational and strategic management of a large discipline-specific team/service or a large multi-disciplinary team/service, or a state-wide speciality health service of critical importance to Queensland. Subordinate teams / services managed by employees at this level typically operate within a large facility across multiple clinical service areas, or across multiple sites/facilities and clinical settings.

Employees lead strategic planning for a service/s and strategically direct the management of service delivery, ensuring alignment with health service strategic objectives.

Management employees at this level are accountable for the management of clinical governance systems within a service/s, and typically lead professional governance activities within a service, for a health practitioner discipline. The professional management focus of these roles is service-wide and involves alignment across multiple clinical specialties/settings.

Employees provide authoritative counsel to executive and other managerial or relevant stakeholders on matters falling within their jurisdiction of managerial responsibility and/or recognised expertise. Employees may additionally be required to provide managerial leadership in the development of professional or clinical practice standards on a state-wide basis.

Management employees at this level have responsibilities for the management of significant human, financial and physical resources, including management of one or more major cost centre budgets.

## **Health Practitioner Seven (HP 7)**

### ***Clinical***

Roles at this level require employees to hold at least a relevant tertiary degree (or equivalent) qualification in an eligible Health Practitioner clinical profession.

Clinical roles at HP7 require expert levels of professional/clinical expertise and provide high level clinical leadership within a discipline/service that operates at a major tertiary referral hospital, or for multiple disciplines/services that would be recognised either nationally or internationally.

The employee is the reference point within and outside the discipline/service and performs duties in a strategic consultant capacity. Employees use expert level command of specialised techniques to provide

formal, consultant-level clinical services. Employees are required to provide authoritative clinical advice on a national/international level.

Clinical employees at this level are integral to the development of state-wide professional competence for a health practitioner discipline/s on a state-wide basis (or nationally) and leads the review, development and implementation of clinical practice standards, policy and procedures for services of significant clinical complexity, scope and importance to Queensland.

Primary educator employees strategically direct, develop and manage a major, complex clinical education program/s for health services, typically on a state-wide basis. Employees are required to advocate for professional development learning outcomes across multiple discipline/s and significantly influence the development of professional competence on a state-wide basis by establishing critical links with a range of tertiary education providers.

Primary researcher employees strategically lead and manage significant multi-disciplinary clinical research programs of critical clinical importance to Queensland, with research outcomes having wide-spread application for diverse population groups. Research outcomes are implemented as standard clinical practice.

Primary research employees demonstrate extensive clinical research knowledge, skills and expertise in the specific area of research or across a variety of areas with international reputation in their research agenda. Employees are required to lead and manage effective partnerships with universities, professional bodies, non-government sector organisations and external research organisations.

Primary research roles require obtainment of one or more of the following mandatory qualifications:

- relevant masters/post doctoral level research qualification/s; and
- an additional significant history of publication in peer reviewed journals; and
- an extensive history of success in obtaining competitive research grants and funds.

### ***Management (Clinical)***

Roles at this level require employees to hold at least a relevant tertiary degree (or equivalent) qualification in an eligible Health Practitioner clinical profession.

Clinical management employees at HP7 require expert managerial knowledge and skills and high level strategic leadership capabilities, coupled with an expert level of clinical expertise and significant understanding of the health care continuum and wider health service inter-dependencies.

HP7 management employees are members of, or have significant engagement with, the Executive to inform critical decision-making.

Management employees at HP7 demonstrate an ability for the leadership of major complex services. The employee manages a large team that provides a major, complex service either at a tertiary referral hospital or across multiple hospitals / facilities.

Work undertaken utilises strategic-level, professional management skills across large, diverse and/or complex professional teams or disciplines, which may have State-wide operation, of significant importance and the ability to supply strategic direction to a large professional team operating at a tertiary referral hospital; or over multiple sites and services.

Demonstrates high level strategic leadership expertise, and applied expert level clinical expertise, to lead, direct and manage a large and diverse, or large and complex, service that operates at a major tertiary referral hospital or across multiple hospitals/facilities or across a state-wide area.

The employee is required to advocate strategically on matters of high importance in a given area at a state-wide level. The employee is expected to challenge existing service protocols and leads the development of new state-level policy.

## **Health Practitioner Eight (HP 8)**

### ***Management***

Roles at this level require employees to hold at least a relevant tertiary degree (or equivalent) qualification in an eligible Health Practitioner clinical profession.

Management employees at HP8 require expert strategic leadership and managerial knowledge and skills and expert understanding of broad and complex health service systems and inter-dependencies.

Roles at HP8 are members of an executive management team, and have significant managerial influence to inform corporate decision-making.

Management positions at Health Practitioner 8 carry full accountabilities for the direction and management of large/very large and complex services, usually involving leadership across a diverse range of professions/disciplines and services/settings.

Employees strategically and operationally manage a large/very large health practitioner workforce that provides a major complex health service/s, and is recognised as having a major leading influence on the development of profession-specific or multi-disciplinary allied health clinical practice and service models on a state-wide basis.

Employees operate as key drivers within the organisation, leading and facilitating frameworks for the strategic development of high-quality, state-wide standards of performance, safety, patient care and inter-service coordination, within relevant governmental and national directions.

Employees direct the state wide development of professional competence within a discipline area and for relevant multidisciplinary services, providing strategic leadership and authoritative advice on the development of relevant state-wide professional standards to a wide variety of stakeholders.

Employees demonstrate professional leadership through harnessing knowledge to contribute to the development of the professional discipline or multidisciplinary health service, including incorporating evidence-based initiatives into clinical practice.

Employees at HP8 actively contribute to overall corporate strategy and identify health service initiatives. In doing so, roles challenge existing protocols and initiate and lead policy changes to achieve health outcomes. Employees are fully accountable for advice provided, as well as its flow-on implications.

## **Schedule 4 - Generic Level Statements - Dentists and Dental Specialists**

### **Dentist (Level 1)**

Positions classified at this level cover both recently qualified and developing practitioners.

Positions classified at this level have a clinical focus and undertake clinical duties in dentistry commensurate with the level of clinical experience, mostly of a routine nature. Clinical duties at this level require a competent level of professional knowledge and skill, and ability to undertake routine clinical practice independently.

Employees classified at this level participate in, and may have responsibility for, an oral health team.

Dentists appointed as such will commence on a paypoint according to years of experience and satisfactory work performance, and will be eligible to advance by increment to paypoint 1.6, and no further.

### **Senior Dentist (Level 2)**

A Senior Dentist (Clinical) maintains advanced clinical knowledge, skills, and experience, and provides clinical leadership for one or more oral health teams.

Clinical duties at this level require incumbents to possess advanced skills recognised by their peers as being demonstrably higher than those required by a Dentist; have a demonstrated involvement in mentoring and developing other members of the oral health team over an extended period of time; and have a demonstrated commitment to continuing professional education.

A Senior Dentist (Managerial) will be responsible for the operational management and clinical leadership of one or more oral health teams. Employees classified at this level require competent managerial knowledge and skills.

A Senior Dentist (Managerial) will typically maintain clinical duties, as for a Dentist or Senior Dentist (Clinical) position.

Appointments to Senior Dentist positions are merit based.

Senior Dentists appointed as such will routinely commence on paypoint DO2.1 and will be eligible to advance by annual increments to paypoint 2.4, and no further.

### **Principal Dentist (Level 3)**

Employees classified at this level will be responsible for the operational management and clinical leadership of a number of oral health teams within or across a service.

Managerial responsibilities may include planning and resource management, and alignment with and contribution to the strategic direction of the service. Employees classified at this level require competent managerial knowledge and skills and performance of duties with a high degree of independence.

Employees classified at this level will typically maintain clinical duties, as for a Dentist or Senior Dentist position.

Principal Dentists appointed as such will commence on paypoint DO3.1 and will be eligible to advance by annual increments to paypoint 3.2, and no further.

### **Director (Level 4)**

Employees classified at this level will be responsible for the operational management and clinical leadership for a service within or across a Hospital and Health Service, or at a statewide level.

Managerial responsibilities may include high level planning and resource management, and setting strategic direction for a service. Employees classified at this level require high level managerial knowledge and skills, and are recognised as the clinical leader for an oral health service.

Employees classified at this level may maintain clinical duties depending on the role and local service requirements.

Directors appointed as such will commence on paypoint 4.1, and advance by annual increments to paypoint 4.2, and no further.

### **Dental Specialist (Level DS1)**

Positions classified at this level require incumbents to be registered as a dental specialist with the Dental Board of Australia and provide specialist oral health care related to their specialty.

Positions classified at this level cover recently qualified, developing and experienced dental specialists.

Dental Specialists appointed as such will commence on paypoint DS1.1, and advance by annual increments to paypoint DS1.5, and no further.

### **Senior Dental Specialist (Level DS2)**

Positions classified at this level require incumbents to be registered as a dental specialist with the Dental Board of Australia and provide advanced specialist oral health care within their specialist field.

Clinical duties at this level require incumbents to possess advanced clinical skills, knowledge and experience within their specialist field, recognised by peers; have a demonstrated involvement in teaching and continuing professional education over an extended period of time; have a demonstrated commitment to evidence based practice within their specialist field; and, have a demonstrated high level of contribution to the profession and/or public oral health services.

Appointments to Senior Dentist Specialist positions are merit based.

Senior Dental Specialists appointed as such will commence on paypoint DS2.1, and advance by annual increments to paypoint to DS2.3 and, no further.

## Schedule 5 - Supported Wage System

This Schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the supported wage system.

**Definitions** - In this Schedule:

**approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

**assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

**disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), or any successor to that scheme

**relevant minimum wage** means the minimum wage prescribed in this Award for the class of work for which an employee is engaged

**supported wage system (sws)** means the Commonwealth Government system to promote employment for people who cannot work at full Award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au)

**sws wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

### Eligibility criteria

- (a) Employees covered by this Schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Award, because of the effects of a disability on their productive capacity, and who meet the impairment criteria for receipt of a disability support pension.
- (b) This Schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of the *Workers' Compensation and Rehabilitation Act 2003*.

### Supported wage rates

- (a) Employees to whom this Schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following Table and Note:

Assessed capacity (see below)	Relevant minimum wage*
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

\*Note: The minimum amount payable to an employee receiving a supported wage must not be less than \$82 per week.

- (b) Where an employee's assessed capacity is 10%, the employee must receive a high degree of assistance and support.

#### **Assessment of capacity**

- (a) For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the sws by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.
- (b) All assessments made under this Schedule must be documented in a sws wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

#### **Review of assessment**

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the sws.

#### **Other terms and conditions of employment**

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this Schedule will be entitled to the same terms and conditions of employment as other workers covered by this Award on a *pro rata* basis.

#### **Workplace adjustment**

If the employer wishes to employ a person under the provisions of this Schedule it must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation.

#### **Trial period**

- (a) In order for an adequate assessment of the employee's capacity to be made, the employer may employ a person under the provisions of this Schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (b) During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- (c) The minimum amount payable to the employee during the trial period must be no less than the amount recorded in the Note under the Table (above).
- (d) Work trials should include induction or training as appropriate to the job being trialled.
- (e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment (see **Assessment of capacity** - above).

## **Schedule 6 - Directives Which Apply to Employees Covered by this Award**

### **Directives which apply by the operation of Schedule 3 of the *Public Service Regulation 2008***

- Domestic travelling and relieving expenses
- Early retirement, redundancy and retrenchment
- International travelling, relieving and living expenses
- Paid parental leave
- Recognition of previous service and employment
- Recruitment and selection
- Transfer and appointment expenses
- Transfer within and between classification levels and systems

### **Directives which apply as a term of this Award**

The terms and conditions of employment of the directives specified below shall apply until 31 October 2017 after which, where a directive covers an employee, the provisions of the directive continue to apply to the employee.

- Long service leave
- Motor vehicle allowances
- Sick leave
- Special leave (insofar as it relates to bereavement leave)

By the Commission,  
[L.S.] J. STEEL,  
Industrial Registrar.