

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 – s. 156 – certification of an agreement

Queensland Public Health Sector Certified Agreement (No. 8) 2011 (EB8)

Matter No. CA/2012/28

DEPUTY PRESIDENT SWAN

08 May 2012

CERTIFICATE

This matter coming on for hearing before the Commission on 8 May 2012, the Commission certifies the following written agreement:

Queensland Public Health Sector Certified Agreement (No. 8) 2011 (EB8) – CA/2012/28.

Made between:

Office of the Health Practitioner Registration Boards
Queensland Health
Queensland Nurses' Union of Employees
Queensland Services, Industrial Union of Employees
The Australian Workers' Union of Employees, Queensland
Together Queensland, Industrial Union of Employees
Transport Workers' Union of Australia, Union of Employees (Queensland Branch)
United Voice, Industrial Union of Employees, Queensland
Health Quality and Complaints Commission

The agreement was certified by the Commission on 8 May 2012 and shall operate from 8 May 2012 until its nominal expiry on 31 August 2014.

This agreement cancels Queensland Public Health Sector Certified Agreement (No. 7) 2008 (EB7) (No. CA/2009/5).

By the Commission.

D. A. Swan.
Deputy President.

**QUEENSLAND PUBLIC HEALTH SECTOR
CERTIFIED AGREEMENT (NO. 8) 2011 (EB8)**

PART 1 - PRELIMINARY MATTERS

1.1 Title

This agreement will be known as the *Queensland Public Health Sector Certified Agreement (No. 8) 2011 (EB8)*.

1.2 Arrangement of Agreement

PART 1 – PRELIMINARY MATTERS

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1.3 Parties Bound

The parties to this agreement are the:

- Together Queensland, Industrial Union of Employees;
- United Voice, Industrial Union of Employees, Queensland;
- The Australian Workers' Union of Employees, Queensland;
- Queensland Services, Industrial Union of Employees;
- Queensland Nurses' Union of Employees;
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch);
- Queensland Department of Health;
- Health Quality and Complaints Commission; and
- Office of Health Practitioner Registration Boards.

1.4 Application

This agreement will apply to the employer parties to this agreement listed in clause 1.3 and their employees for whom classifications and rates of pay are prescribed herein.

1.5 Date and Period of Operation

This agreement will operate from date of certification and will have a nominal expiry date of 31 August 2014.

1.6 Renewal or Replacement of Agreement

The parties to this agreement will commence discussions at least 5 months prior to the expiration of this agreement.

1.7 Structure of Agreement

This agreement will set out the agreed position between all of the parties to the agreement.

1.8 Relationships with Awards and Other Conditions

The agreement will be read in conjunction with the *District Health Services Employees' Award – State 2003* and the *Queensland Public Service Award – State 2003* or any consent award successor or replacement. Where there is any inconsistency between this certified agreement and the relevant award, the provisions of this agreement will apply.

This agreement replaces the *Queensland Public Health Sector Certified Agreement (No. 7) 2008* (EB7).

1.9 Purpose of the Agreement

Queensland Health is committed to improving the working conditions of all staff in relation to attraction and retention, enhanced functions and roles and workload issues.

1.10 Objectives of the Agreement

The parties to this agreement are committed to:

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

1.11 Posting of the Agreement

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

- in a conspicuous and convenient place at each facility; and
- on the Queensland Health intranet and internet site/s.

1.12 Variations to the Agreement

The parties acknowledge that amendments to this agreement may be necessary to implement agreed outcomes in relation to improved consultative processes, the elimination of workplace bullying, workloads, achieving consistent HR/IR practices or other matters as agreed to by the parties. The terms of this agreement may be varied by a ballot of relevant employees subject to this agreement in accordance with the *Industrial Relations Act 1999*.

1.13 ILO Conventions

The employer agrees to accept obligations made under international labour standards. The employer will support employment policies, which take account of:

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

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

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

The parties will use their best endeavours to co-operate in order to avoid grievances arising between the parties or between an employer and individual employees. The emphasis will be on negotiating a settlement at the earliest possible stage in the process. Two or more current grievances made by the same employee about related matters, or a grievance from more than one employee about related matters, may be dealt with as one grievance.

In the event of any disagreement between the parties as to the interpretation, application or implementation of this agreement, the following procedures will be followed:

- (i) A grievance is identified at the local level by an accredited union representative, the employee/s concerned or a management representative and an initial discussion should take place at this level. This stage will take no longer than 7 days.
- (ii) If the parties at the local level cannot resolve the matter, it should be referred to either the relevant union official for the enterprise in the case of employees or to the District management (or equivalent) in the case of management, for resolution. This stage will take no longer than 14 days.
- (iii) If the matter cannot be resolved, then either party will refer the matter to the EB8 Implementation Group. Where the EB8 Implementation Group forms a unanimous view on the resolution of the grievance, this is the position that must be accepted and implemented by the parties and will be given effect by the Chief Executive Officer.
- (iv) Where a bona fide safety issue is involved the Health Service District (or equivalent) will ensure that:
 - the status quo prior to the existence of the grievance or dispute is to continue while the procedure is being followed; and/or
 - the employee will not work in an unsafe environment. Where appropriate the employee will accept reassignment to alternative suitable work/work environment in the meantime;
 - the employer/management in conjunction with the Occupational Health and Safety Committee will promptly ensure that the problem/s is/are resolved having regard to occupational health and safety standards.

Provided that maintenance of the status quo will not apply in an unsafe environment.

- (v) If the matter identified in subclause (iii) remains unresolved then either party may refer the matter to the Queensland Industrial Relations Commission (QIRC).

Without limiting an employee's right to pursue a grievance, no party will use the grievance procedure to prevent introduction of the outcomes of organisational change or restructuring or to limit matters agreed between the parties in accordance with award provisions.

For the purposes of this clause of the agreement status quo will mean:

“Whilst the grievance is being followed, work will continue as it was prior to the grievance occurring except in cases of safety, sexual harassment, or conflict between a religious or other similar belief and the performance of a specific authorised work activity.”

1.15 Co-operative Resolution of Disputes

The parties agree to a co-operative and consistent approach to resolving industrial issues and disputes with a view to reducing disputation. Where appropriate and practical, the parties will attempt to resolve any disputes informally prior to referring the dispute to the QIRC.

During the life of the agreement, the parties will discuss the establishment of a centralised unit within the Workplace Relations Unit which will:

- review matters which are proposed to be referred to the QIRC;
- review disputes to assess whether industrial obligations are being observed; and
- make recommendations to the Deputy Director-General Human Resource Services.

1.16 Workplace Bullying

Queensland Health recognises that workplace bullying is a serious workplace issue which is not acceptable and must be eliminated.

1.17 National Health Reform

- (i) The *Health and Hospitals Network Act 2011* (the Act) will result in significant changes to Queensland Health's current organisational structure (the reforms). In particular, the Act provides for:
 - (a) the current health service districts will evolve into local health and hospital networks (LHHNs) which will be established as statutory bodies and be run by a governing council;
 - (b) the department through the Director-General will be the system manager and will continue to be the employer of Queensland Health employees; and
 - (c) Clinical and Statewide Services will evolve into a separate business unit within the department called the Health Services Support Agency.
- (ii) The reforms contained in the Act are a critical step in positioning the Queensland health system to be responsive and sustainable into the future.
- (iii) Existing terms and conditions of employment set out in awards, certified agreement, policies, directives and practices (such as local arrangements for the provision of housing and/or amenities) will continue to apply to Queensland Health employees until such time as these instruments are renegotiated, varied or changed by agreement of the parties.
- (iv) All existing joint union/management consultative forums will continue to operate in accordance with current terms of reference unless agreed between the parties.
- (v) Queensland Health recognises the important role health unions have in the implementation of the reforms. The parties are committed to working together during the implementation of the reforms.
- (vi) As part of the implementation process, the parties will adhere to the requirements for managing such change contained in the relevant industrial instruments and Queensland Health Change Management Guidelines. The consultation process will not be used to frustrate or delay the reform implementation but rather will ensure that all viable options are considered.
- (vii) Decision making during reform implementation will be inclusive with employees and their union representatives involved in the decision making process. Local decision making will be encouraged and fostered. Consultation during the implementation process will include the exchange of timely information relevant to the issues at hand and a genuine desire for the consideration of each party's view before a final decision is made.
- (viii) During the implementation process, Queensland Health will continue to acknowledge the constructive role union workplace representatives/delegates undertake in the workplace. Members will continue to have full access to workplace representatives/delegates during normal working time, provided that service delivery is not disrupted and work requirements not unduly affected. The parties to the agreement will discuss issues relating to National Health Reform through a National Health Reform consultative committee.

PART 2 – WAGE AND SALARY RELATED MATTERS

2.1 Wage Increases

The wage rates for employees subject to this agreement are prescribed in schedule 1, which incorporates the following increases:

- 3% or \$30.00 per week, whichever is the greater, from 1 September 2011;
- 3% or \$30.00 per week, whichever is the greater, from 1 September 2012;
- 3% or \$30.00 per week, whichever is the greater, from 1 September 2013; and
- A \$250.00 increase in base pay payable from 31 August 2014.

Wage increases provided in this agreement are not dependent upon performance against benchmarks or other performance measures.

However, the parties are committed to ensuring the delivery of high quality services to the Queensland community.

It is the intention of the parties that the first pay increase of any subsequent agreement will apply from midnight on 31 August 2014.

2.2 Minimum Wage Adjustment

It is a term of this agreement that any State Wage Case increase will be compared with the increases prescribed under clause 2.1 of this agreement.

Provided that any annual State Wage Case increase which would provide a higher overall annual wage increase than those prescribed in clause 2.1 will be applied from the operative date of the State Wage Case.

2.3 Salary Sacrificing

(i) The following definitions will apply for the purposes of this clause:

(a) **'Fringe Benefits Tax' (FBT):** Means tax imposed by the *Fringe Benefits Tax Act 1986*. The FBT Year refers to the employer's FBT return period of 1 April to 31 March each year.

(b) **'FBT Exemption Cap':** The FBT exemption cap is a tax concession under the *Fringe Benefits Tax Assessment Act 1986* for limited categories of employers. The FBT exemption cap is not an employee entitlement. The manner of the application of the FBT exemption cap is determined by the employer in accordance with the FBT legislation. Under the FBT legislation, to be eligible for the FBT exemption cap at the time fringe benefits are provided, the duties of the employment of an employee must be exclusively performed in, or in connection with, a public hospital.

(c) **'Salary Sacrifice':** Salary sacrifice is a system whereby a portion of an employee's gross salary or wage is paid as a benefit, before tax, rather than directly as salary, thereby usually reducing the amount of tax paid by the employee on the income. This is called salary sacrificing because it is sacrificing salary for a benefit and is at the discretion of the employee for the approved range of items. For example, if an employee who earns \$60,000 gross salary, sacrifices \$10,000, income tax would be payable only on \$50,000.

(d) For the purposes of determining what remuneration may be sacrificed under this clause, 'Salary' means the salary payable under schedule 1 of this agreement, and also where applicable the payments payable via the employer to the employee under the *Paid Parental Leave Act 2010*.

(ii) Salary sacrificing arrangements will be made available to the following employees covered by this agreement in accordance with Public Sector Industrial and Employee Relations (PSIER) Circular C1-11 and any other relevant PSIER Circulars issued from time to time:

(a) permanent full time and part time employees;

(b) temporary full time and part time employees; and

(c) long-term casual employees as determined by the Industrial Relations Act 1999 (Qld).

(iii) Should an employee elect to sacrifice a portion of their salary to agreed benefits, the employee must submit a signed unamended participation agreement with the employer prior to commencing such arrangements.

(iv) Employees may elect to sacrifice the lesser of the following amounts:

(a) 50% of salary as defined in clause (i)(d); or

(b) where employees are eligible for the FBT exemption cap, up to the grossed up taxable value of benefits that ensures the FBT exemption threshold amount prescribed by legislation is not exceeded, or to 50% of salary, whichever is the lesser.

(v) Where an employee who is ineligible for the FBT exemption cap sacrifices benefits attracting FBT, the employee will be liable for such FBT.

- (vi) Under the FBT legislation, the FBT exemption cap applies to all taxable fringe benefits provided by the employer, whether through the salary sacrifice arrangements or otherwise. Where an employee who is eligible for the FBT exemption cap sacrifices benefits attracting FBT, the employee will be liable for any FBT caused by the FBT exemption threshold amount being exceeded as a result of participation in the salary sacrifice arrangements. To remove any doubt, any benefits provided by the employer separate from the salary sacrifice arrangements take first priority in applying the FBT exemption cap.
- (vii) Despite clause 2.3(iv), employees may sacrifice up to 100% of their salary for superannuation.
- (viii) If any federal taxation laws passed by the Commonwealth Parliament or rulings by the Australian Taxation Office in relation to salary sacrifice/packaging have the effect that the benefits of sacrifice/packaging for employees are reduced or eliminated at any time during the term of this agreement, the employees' rights under this agreement in respect of salary sacrifice/packaging will be varied accordingly and the rest of the agreement will continue in force.
- (ix) The employer will be under no obligation to negotiate or agree to any changes to this agreement as a trade-off for salary sacrifice/packaging benefits which have been reduced or eliminated as a result of new or amended federal taxation laws or rulings by the Australian Taxation Office. The employee's right to sacrifice part of their salary is expressly made subject to any federal taxation laws affecting salary sacrifice arrangements or rulings of the Australian Taxation Office in relation to salary sacrifice arrangements which may be introduced or amended from time to time during the term of this agreement.
- (x) The individual salary packaging arrangements of any employee will remain confidential at all times. Proper audit procedures will be put in place which may include private and/or Auditor-General reviews. Authorised union officials will be entitled to inspect any record of the employer and external salary packaging bureau service to ensure compliance with the salary sacrificing arrangements, subject to the relevant industrial legislation.
- (xi) Where the employee has elected to sacrifice a portion of the payable salary under schedule 1 of this agreement:
 - (a) subject to Australian Tax Office requirements, the sacrificed portion will reduce the salary subject to appropriate tax withholding deductions by the amount sacrificed (see definition of salary sacrifice);
 - (b) any allowance, penalty rate, overtime, weekly workers' compensation benefit, or other payment, to which an employee is entitled under their respective award, Act or Statute which is expressed to be determined by reference to the employee's salary, will be calculated by reference to the gross salary which the employee would receive if not taking part in salary sacrificing arrangements;
 - (c) salary sacrificing arrangements will be maintained during all periods of leave on full pay, including the maintenance of cash and non-cash benefits; and
 - (d) the employee's salary for superannuation purposes and severance and termination payments will be the gross salary which the employee would receive if not taking part in salary sacrificing arrangements.
- (xii) The following principles will apply to employees who avail themselves of salary sacrificing:
 - (a) no cost to the employer, either directly or indirectly. As part of the salary package arrangements, the costs for administering the package via a salary packaging bureau service, and including any applicable FBT, will be met without delay by the participating employee;
 - (b) 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 sacrificing;
 - (c) 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;
 - (d) the employer strongly recommends that employees obtain independent financial advice prior to taking up a salary package;
 - (e) there will be no significant additional administrative workload or other ongoing costs to the employer;

- (f) additional administrative and FBT costs are to be met by the employee; and
- (g) any increases or variations to taxation, excluding payroll tax, that result in additional costs will not be met by the employer and will be passed on to the employee as part of the salary package, if they wish to maintain the salary sacrifice arrangement.

2.4 Award Maintenance

The QIRC State Wage increases awarded during 2011 and the period up to, and including, the nominal expiry date of this agreement will be absorbed into the wage increases provided by clause 2.1 of this agreement subject to clause 2.2.

It is a term of this agreement that no person covered by this agreement will receive a rate of pay which is less than the corresponding rate of pay in the relevant parent award.

The employer will support union applications to amend any of the parent awards to incorporate wage adjustments based upon the *Queensland Public Health Sector Certified Agreement (No.7) 2008* (EB7) during the life of EB8.

The employer will consent to applications made after the nominal expiry date of EB8 to amend any of the parent awards to incorporate wage adjustments based on EB8.

2.5 HR Policy Preservation

The parties agree that certain matters that apply to employees covered by this agreement will be preserved and incorporated as terms of this agreement and contained within schedule 2 of this agreement.

The matters contained within schedule 2 as they apply to employees covered by this agreement cannot be amended unless agreed by the parties.

It is further agreed that any increases in monetary amounts as a result of QIRC decisions, government policy, or Directives under the *Health Services Act 1991* (or any replacement legislation) will be applied.

PART 3 – INDUSTRIAL RELATIONS MATTERS AND CONSULTATION

3.1 Collective Industrial Relations

The employer is committed to collective agreements with unions and does not support non-union agreements, Queensland Workplace Agreements or Australian Workplace Agreements.

The parties to this agreement acknowledge that structured, collective industrial relations will continue as a fundamental principle. The principle recognises the important role of unions in the workplace and the traditionally high levels of union membership in the workplaces subject to this agreement.

The parties to this agreement support constructive relations between the parties and recognise the need to work co-operatively in an open and accountable way.

Agreed arrangements regarding “Union Encouragement”, “Leave to Undertake Work with Relevant Union”, “Industrial Relations Education Leave” and “Union Delegates Assistance”, form part of schedule 2 to this agreement.

3.2 Commitment to Consultation

The parties to this agreement recognise that for the agreement to be successful, the initiatives contained within this agreement need to be implemented through an open and consultative process.

The parties to this agreement are committed to involving employees and their union representatives in the decision-making processes affecting the workforce. Employees will be encouraged to participate in the consultation processes by allowing adequate time to understand, analyse, seek appropriate advice from their union and respond to such information.

Consultation requires the exchange of timely information relevant to the issues at hand, and a genuine desire for the consideration of each party’s views, before making a final decision.

3.3 EB8 Implementation Group

The EB8 Implementation Group (EB8 IG), for the purpose of implementing this agreement, will comprise employer and union representatives who are parties to this agreement. The role of the EB8 IG will include EB8 matters referred by the District Consultative Forums (DCF) or their equivalent. Where appropriate, sub groups of the EB8 IG will be established or maintained, for example the Administrative Interest Based Bargaining Group. The structure and role of the EB8 IG and sub groups cannot be amended unless agreed by the parties.

Any reference made to State Bargaining Unit in all existing Queensland Health documentation will be read to mean EB8 IG.

3.4 Consultative Forums

The DCFs (or their equivalent) will continue in accordance with the Terms of Reference agreed by the Reform Consultative Group. The Reform Consultative Group will evaluate the effectiveness of, and modify where necessary, all consultative forums during the life of this agreement.

Management will provide, upon request to the DCF (or equivalent), at not more than 6 monthly intervals, unless where agreed by the EB8 IG, reports detailing the following:

- permanent vacancies that are experiencing recruitment difficulties, and/or specific positions that remain unfilled; and/or
- current temporary employees and the reasons for their engagement.

The report will be provided at the following DCF (or equivalent) meeting, provided that 4 weeks' notice is given. Issues of concern in relation to the filling of permanent positions in work units should be raised at the DCF (or equivalent) as necessary.

3.5 Public Hospitals Oversight Committee

The parties to this agreement acknowledge the constructive role the Public Hospitals Oversight Committee (PHOC) plays in the review of work practices, workloads, career structure and training matters for the Operational Services Stream.

The parties agree that during the life of the agreement, PHOC will specifically address items including but not limited to work practices, workloads, ensuring appropriate career structures and training opportunities are readily accessible and available to all Operational Stream employees.

Queensland Health intends to achieve its objective of ensuring PHOC continues as a viable and effective forum, achieved by enabling for a direction to be sent from the Director-General to district CEO's reminding them of the requirement to comply with PHOC outcomes and consistent application of EB provisions and HR policies, including the Operational Services Manual.

The terms of reference of PHOC will be amended so that the minimum quorum requirements for union representatives is 3.

Queensland Health maintains its commitment to involving employees and their union representatives in the decision-making processes affecting the workplace. As part of this commitment, Queensland Health acknowledges the important role that PHOC is able to play in ensuring the proper implementation of policies and observance of industrial obligations in the workplace (such as those pertaining to recruitment of base-grade operational stream employees, the translation of operational stream employees from casual to permanent status, the granting of meritorious sick leave, replacement of existing staff and replacement of staff on leave). A union may refer a concern about these matters to PHOC. Where such a referral is made, PHOC may give consideration to systemic strategies for addressing the concern (such as a recommendation to Queensland Health executive management to issue a direction reminding Queensland Health's managers of the appropriate manner in which a policy should be implemented). The performance of such a role by PHOC will not replace or interfere with existing employee grievance or other dispute resolution procedures.

3.6 Queensland Health Clinical and Statewide Services (CaSS)

The parties to this agreement agree that workforce issues for CaSS will be examined and resolved through the established consultative arrangements. Issues may include but shall not be limited to:

- service delivery methodology;
- skill mix of staff (including scientist / technician mix);
- appropriate rostering practices;
- capital works opportunities;

- improved efficiencies and effectiveness; and
- accessing collocation opportunities.

The consultative arrangements will be regularly reviewed to ensure all employees are appropriately represented (including Operational Stream staff).

While it is acknowledged that management has a right to implement changes, the parties agree that significant organisational change, or alteration to employment conditions, will not occur in CaSS unless there has been consultation between the employer and the relevant union/s. The consultative process will not be used to frustrate or delay changes but rather ensure that all viable options are considered.

3.7 Oral Health Consultative Forum

The parties agree to disband the Oral Health Consultative Forum. Oral Health issues will continue to be raised and resolved in the relevant District Consultative Forum. If issues remain unresolved through the District Consultative Forum, issues will be escalated to the EB8 IG.

PART 4 – ORGANISATIONAL CHANGE AND RESTRUCTURING

4.1 Organisational Change and Restructuring

Prior to implementation, all organisational change will need to demonstrate clear benefits such as enhanced service delivery to the community, improved efficiency and effectiveness and will follow the agreed change management processes as outlined in the Queensland Health Change Management Guidelines. While ensuring the spirit of the guidelines is maintained in applying the document, the parties acknowledge that it has been designed as guidelines to be applied according to the circumstances.

When it is decided to conduct a review, union representatives will be advised as soon as practicable and consulted from the outset. All parties will participate in a constructive manner.

Furthermore, details will be included that provide for encouraging employees to participate in the consultative processes by allowing adequate time to understand, analyse and respond to various information that would be needed to inform employees and their unions.

All significant organisational change and/or restructuring that will impact on the workforce (e.g. job reductions, deployment to new locations, major alterations to current service delivery arrangements) will be subject to the employer establishing such benefits in a business case which will be tabled for the purposes of consultation at the DCF (or equivalent). A business case is not required for minor changes or minor restructuring.

It is acknowledged that management has a right to implement changes to ensure the effective delivery of health care services. The consultation process will not be used to frustrate or delay the changes but rather ensure that all viable options are considered. If this process cannot be resolved at the District level (or equivalent) in a timely manner either party may refer the matter to the EB8 IG for resolution.

The emphasis will be on minimum disruption to the workforce and maximum placement of affected staff within Queensland Health, and organisational restructuring should not result in a large scale “spilling” of jobs.

Subject to the above, the parties acknowledge that where the implementation of workplace change results in fewer employees being required in some organisational units, appropriate job reduction strategies will be developed in consultation with relevant union/s.

Prior to the implementation of any decision in relation to workplace change likely to affect security and certainty of employment of employees, such changes will be subject to consultation with the relevant union/s. The objective of such consultation will be to minimise any adverse impact on security and certainty of employment.

After such discussions have occurred and it is determined that fewer employees are required, appropriate job reduction strategies will be developed that may include non-replacement of resignees and retirees and the deployment/redeployment and retraining of excess employees which will have regard to the circumstances of the individual employee/s affected. This will occur in a reasonable manner.

Where individuals unreasonably refuse to participate or cooperate in deployment/ redeployment and retraining processes, the full provisions for managing redundancies will be followed. No employee will be redeployed

against their will. In those cases where the offering of Voluntary Early Retirements (VERs) to selected employees is necessary, this will occur in full consultation with the relevant union/s.

To ensure consultative processes are effective, these guidelines will be reviewed and monitored throughout the life of the agreement to ensure their effectiveness. Unions will be consulted as part of the review process. Consultative arrangements required to be followed in the management of any organisational change and restructuring proposal will be in accordance with the Queensland Health Change Management Guidelines which includes consultation with all relevant unions.

4.2 Replacement of Existing Staff

This clause will not have application in instances of organisational change which are covered by the Organisational Change and Restructuring – clause 4.1 of this agreement.

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

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

- **Base Grade Staff** – commence process to replace staff within 3 days of retirement, resignation, termination, transfer or promotion or within 3 days of notice given (whichever is sooner) and will be completed within 1 month. The local organiser/delegate may request from relevant local HR/line manager and be provided a report of relevant employee resignations to assist in monitoring of timeframes within 3 days; and/or
- **Other than Base Grade Staff** – commence process to replace staff within 14 days of retirement, resignation, termination, transfer or promotion or within 14 days of notice given (whichever is sooner). This process will be completed as soon as practicable and the parties expect this to take no longer than 3 months. It is recognised that consideration will be given to the timeframes for appeal mechanisms for other than base grade staff. The local organiser/delegate may request from relevant local HR/line manager and be provided a report of relevant employee resignations to assist in monitoring of timeframes within 3 days.

Where an issue that can legitimately extend the time to fill arrangements set out above, for example genuine demonstrated reductions in workload, or seasonal issues (e.g. Christmas/New Year closure period), a proposal from management to extend the replacement period, or postpone the replacement, will be forwarded to the next scheduled consultative forum for agreement, or relevant union for agreement, if the consultative forum cannot be accessed. Should the consultative forum not agree to the extension the matter will be referred to the next scheduled EB8 IG for determination.

4.3 Quality Improvement

Contemporary health services rely on information as the basis on which sound decisions can be made. The collection, analysis, reporting and comparison of indicators that describe the performance and processes of health services are now a standard tool utilised by all health service staff to facilitate continuous quality improvement.

Nationally, the following areas have been identified as being key areas for monitoring health service performance:

- effectiveness;
- accessibility;
- safety;
- efficiency;
- appropriateness; and
- consumer involvement.

The parties agree that the measurement of performance and process indicators at a unit, service, District and organisational level in the above areas is an important and necessary management function for contemporary health service delivery.

4.4 Commitment to Future Reform Program

The parties have a goal, through process outlined below, to achieve cashable savings to fund increases in the agreement beyond 2.5% per annum.

This process will be agreed and monitored by EB8 IG.

Joint and proactive participation in a comprehensive work reform program to promote new and effective methods of work that delivers increasingly efficient and effective work practices. This includes matters such as:

- The removal of barriers that prevent the utilisation of an employee’s full skill, competence and training;
- The development of simplified award/agreement arrangements that are, as a total, cost neutral to Queensland Health, including a commitment to work towards the development of a single salaries and conditions award and associated agreement;
- The adoption of site specific enterprise flexibility arrangements which allow for adoption of site specific conditions that promote better work outcomes for Queensland Health and staff. It is agreed that such arrangements will require majority employee agreement within the workgroup and the consent of the relevant union, noting that nothing detracts from the rights of either party to access the QIRC through the existing dispute settlement process;
- The undertaking of feasibility analysis and options for the development of an “all in” salary rate;
- A process to identify and eliminate waste and inefficiency in work covered by this agreement. This is not designed to encompass issues around restructuring or job reduction;
- The development and rollout of absence management and employee wellbeing arrangements to improve workforce participation; and
- The use of part time, temporary and casual staffing to promote increased participation, without undermining existing commitment to full time employment.
- Commitment to a process to identify trial and adopt such initiatives to maximise productivity and efficiency that will lead to over the life of the agreement, cashable savings as outlined above. This process will be overseen by the EB8 IG.

PART 5 – WORKLOAD MANAGEMENT

5.1 Workload Management

The parties acknowledge the importance of workload management and is one of the critical issues being addressed through interest based bargaining (mutual gains) processes.

The employer acknowledges the duty of care to both staff and patients to provide a safe environment for the delivery of health services and is therefore committed to the maintenance of staffing levels to ensure the delivery of quality health services.

The parties agree that appropriate strategies, work practices and staffing levels (including backfilling of staff) will minimise the effects of excessive workloads and/or case loads.

The parties agree to use the workload management tool, which was developed during the life of the EB7, to assist the monitoring of workload issues. In addition, the parties will refine the tool as a priority to ensure it is appropriate for the occupational groups covered by this agreement and can be used to address specific workload issues by staff, unions and/or management, develop strategies to improve immediate and long-term workload issues and to assess the implications of workloads from a workplace, health and safety perspective.

The parties further agree that a sub-committee of the EB8 IG will be established to address issues of workload management of a statewide nature and/or workload management issues that cannot be resolved at a local level.

The DCF (or equivalent) will have workload management issues as a regular agenda item. Where one of the parties consider workload management issues need investigation, the workload management tool will be utilised by a DCF subgroup that will be established to research the issues and formulate a recommendation for consideration of the DCF, and if appropriate, subsequent implementation. If agreement cannot be reached, the issues will be referred by either party to the sub-committee of the EB8 IG for consideration and resolution.

Best practice models for workload management identified through these processes will be promulgated through the employer’s facilities.

5.2 Strategic Operational Services Unit

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

PART 6 – JOB SECURITY AND CONTRACTING

6.1 Job Security

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

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

Job reductions by forced retrenchments will not occur.

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

Queensland Health and Mater Misericordiae Health Services Brisbane Limited are the preferred providers of public health services for the Government and the community.

The employer supports the accepted industrial principle that temporary and casual employees have the right to raise concerns with their employer in relation to their employment status or any other work related matters without fear of victimisation. Unions may refer instances of alleged victimisation directly to the EB8 IG for attention.

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

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

Queensland Health agrees the provisions in this clause will continue to apply as a result of National Health Reform.

6.2 Contracting Out

It is the clear policy of the employer not to contract out or to lease current services. There will be no contracting out or leasing of services currently provided by the employer at existing sites except in the following circumstances:

- in the event of critical shortages of skilled staff;
- the lack of available infrastructure capital and the cost of providing technology;
- extraordinary or unforeseen circumstances; or
- it can be clearly demonstrated that it is in the public interest that such services should be contracted out.

Queensland Health agrees that it will include as a condition of all future labour contracts (e.g. cleaning, security) a requirement for contractors to pay wage rates, which are no less favourable in aggregate, than EB7 rates of pay for comparable employees. This provision will apply to all relevant tenders called and relevant contracts entered into on or after the date of the certification of this agreement.

Any dispute between the parties arising out of this clause will be dealt with in accordance with clause 1.14 of this agreement.

Consultation Processes - General

Where the employer seeks to contract out or lease current services, the relevant union/s will be consulted as early as possible. Discussions will take place before any steps are taken to call tenders or enter into any otherwise binding legal arrangement for the provision of services by an external provider.

For the purpose of consultation the relevant union/s will be given relevant documents. The employer will ensure that all relevant union/s is/are aware of any proposals to contract out or lease current services. It is the responsibility of the relevant union/s to participate fully in discussions on any proposals to contract out or lease current services.

If, after full consultation as outlined above, employees are affected by the necessity to contract out or lease current services, the employer will:

- negotiate with relevant union/s employment arrangements to assist employees to move to employment with the contractor;
- ensure that employees are given the option to take up employment with the contractor;
- ensure that employees are given the option to accept deployment/redeployment with the employer; and
- ensure that as a last resort, employees are given the option of accepting voluntary early retirement.

Consultation Processes – Emergent Circumstances

The employer can contract out or lease current services without reference to the EB8 IG in cases where any delay would cause immediate risks to patients and/or detriment to the delivery of public health services to the Queensland public.

In all cases information must be provided to the next EB8 IG for review in relation to these cases and to assist in determining strategies to resolve any issues that arise. These circumstances would include:

- in the event of critical shortages of skilled staff; or
- extraordinary or unforeseen circumstances.

EB8 IG Approval

Regarding the lack of available infrastructure capital and the cost of providing technology, and where it can be clearly demonstrated that it is in the public interest that such services should be contracted out, contracting out cannot occur until agreement is sought at the EB8 IG, provided that such agreement will not unreasonably be withheld.

6.3 Contracting In

The employer commits to continue the current process of insourcing work currently outsourced in co-operation with the relevant union/s by identifying all currently outsourced work.

Organisational units will bid for work currently out-sourced to contractors, unless otherwise agreed between the parties and subject to any legislative requirements.

In-sourcing will be undertaken where it can be demonstrated that work is competitive on an overall basis, including quality and the cost of purchase and maintenance of any capital equipment required to perform the work. Where the employer requires that in-sourced work is performed by work units which specify industry accepted standards of accreditation or minimum qualifications for their performance, these requirements must also be met by external bidders. At the expiry of existing contracts, the employer commits to in-source work unless the cost of in-sourcing the work is demonstrated to be greater than five percent higher than outsourced arrangements once cost comparisons between direct and contract labour have been made. This will not prevent the use of contract extension clauses while this process continues.

Training for managers to undertake costings and bids will be provided on an ongoing basis.

Special consideration will be given in circumstances where appropriate deployees are available to provide a service. In these cases, latitude will exist in relation to price competitiveness. This latitude will be quantified and agreed between the parties at the EB8 IG.

Subject to this clause, existing contract arrangements will not be extended to new or replacement facilities. Opportunity will be given for in-house staff to undertake the work as outlined above. It is acknowledged that new or replacement facilities are not to be treated as greenfield sites.

In the case of the Operational Stream, the parties agree that the following process will be utilised to assist the employers Operational Services staff to compete equally for work that is currently contracted out:

- ensure that offer documents include key performance and quality criteria to be addressed by all bidders/tenderers;
- provide independent in-house advice and assistance to in-house staff in the preparation of business cases;
- ensure that offers are evaluated on the basis of cost (which includes the contractor basing their price on a minimum of EB7 rates of pay), quality, timeliness and ability to maintain specified key performance criteria;
- include a mechanism for monitoring and continuous improvement; and
- ensure that these mechanisms are relevant and appropriate.

Once a decision has been made by the employer the appropriate outcome will be implemented. Neither party will seek to disrupt or delay the implementation of the approved outcome. Should the relevant union consider that a fair comparison has not been made then the matter should be referred to the EB8 IG for resolution. This must occur in a timely manner.

The employers preferred policy position is to in-source the maintenance of its technology after the expiry of the standard manufacturer's warranty where feasible. There will be no extension of warranties in those circumstances where appropriate in-house maintenance is available.

The employer will ensure that, where possible, contracts for the supply or warranty of technology include a component of training to ensure in-house maintenance remains possible. The parties acknowledge that external maintenance of certain complex technology will occur where in-house maintenance is not feasible.

This clause will not apply to services funded through the Statewide and Non-Government Health Services Unit.

6.4 Prime Vendoring

The parties acknowledge that prime vendoring projects may proceed during the life of this agreement. However, any prime vendoring projects that may result in job losses must be referred to the EB8 IG for consultation prior to commencement.

Any dispute arising from this clause will be dealt with in accordance with the disputes clause of this agreement.

6.5 Collocation

Collocation of public and private health services will not result in the diminution of public health service or public sector industrial relations standards in Queensland. Collocation agreements will not diminish existing arrangements for provision of public health services by Queensland Health on a collocated site. This will not prevent the public sector providing services to the private hospitals.

Industrial representation arrangements are not a matter intrinsic to collocation agreements and thus will not be affected by these agreements. Consultative processes have been established at Queensland Health Corporate Office and Health Service District levels to facilitate information and consultation on appropriate issues with health unions on collocation issues. These processes will continue. If it is intended that there are further collocations of public and private health services, full consultation will occur at the outset with the relevant unions.

6.6 Permanent Employment

The parties are committed to maximising permanent employment where possible. Casual or temporary forms of employment should only be utilised where permanent employment is not viable or appropriate. Queensland Health will utilise workforce planning and management strategies to assist in determining the appropriate workforce mix for current and future needs.

6.7 Permanent Employment of Long Term Temporary Employees to Tenured Status

Queensland Health is committed to maximising permanent employment opportunities for long term temporary employees. The parties agree to implement the whole-of-government Directive which implements section 149 of the *Public Service Act 2008*.

PART 7 – WORKPLACE HEALTH AND SAFETY

Nothing in this clause will limit the right of authorised union officials to address workplace health and safety issues, including inspections, on behalf of members. These inspections are separate from inspections by elected Health and Safety Representatives under section 68 of the *Work Health and Safety Act 2011* (Qld).

The parties to this agreement are committed to continuous improvement in work health and safety outcomes through the implementation of an organisational framework which involves all parties in preventing injuries and illness at the workplace by promoting a safe and healthy working environment. All employees will be assisted in understanding and fulfilling their responsibilities in maintaining a safe working environment.

The Queensland Health Workplace Health and Safety Advisory Committee comprising representatives of Queensland Health and the public health sector unions which will continue to oversight progress on work health and safety issues.

Further, without limiting the issues which may be included, the parties agree to address the following issues:

- guidelines on security for health care establishments;
- aggressive behaviour management;
- personal protective equipment;
- the correct footwear is provided, or an appropriate allowance for staff to purchase footwear when working in callings where footwear is a critical safety issue e.g. laundries, kitchens and horticultural staff;
- psychosocial issues;

- workplace bullying;
- working off-site;
- injury management;
- workers compensation;
- management of ill or injured employees;
- guidelines for work arrangements (including hours of work);
- injured workers to have the opportunity to be re-trained in alternative areas/departments;
- supply of mobile phones for Home Care workers;
- Home Care workers entering properties; and
- Security for administrative staff in frontline positions (within 6 months of the certification of the agreement).

PART 8 – TRAINING AND DEVELOPMENT

8.1 Targeted Training – Administrative Stream

Training will be provided at the following Australian Qualification Framework (AQF) levels:

- Certificate III in Government
- Certificate IV in Government
- Diploma of Government.

This training will be provided at no cost to the employee and in accordance with the National Public Service Training Package qualifications.

8.1.1 Recognition of Accredited Qualifications

The parties are committed to the principle that suitable financial recompense shall be provided for public sector employees in the specified classifications who meet the following requirements:

- possess a higher competency based qualification which is relevant to the administrative stream (i.e. AO2 - Certificate III or higher qualification, AO3 - Certificate IV or higher qualification, AO4 - Diploma or higher qualification) or any Australian University Degree level qualification;
- have reached the maximum paypoint of the specified Classification Level in the Administrative Stream; and
- spent one calendar year (or equivalent) on the maximum paypoint.

The parties acknowledge that applicable employees should receive recognition and credit for their knowledge and skills through the recognition of current competencies (RCC) or the recognition of prior learning (RPL). This assessment of competencies may include skills from:

- work experience (including both work that is paid and unpaid);
- life experience (for example leisure pursuits or voluntary work); and
- previous study (including training programs at work, courses at school or college, and through adult education classes).

8.1.2 Appropriate Remuneration

From 1 September 2011, the following remuneration shall be paid for employees that meet the requirements outlined in clause 8.1.1 of this agreement:

- AO2 an additional \$54.10 per fortnight for Certificate III (AQF III) or higher;
- AO3 an additional \$55.80 per fortnight for Certificate IV (AQF IV) or higher; and
- AO4 an additional \$58.20 per fortnight for Diploma (AQF V) or higher.

From 1 September 2012, the following remuneration shall be paid for employees that meet the requirements outlined in clause 8.1.1 of this agreement:

- AO2 an additional \$55.70 per fortnight for Certificate III (AQF III) or higher;
- AO3 an additional \$57.50 per fortnight for Certificate IV (AQF IV) or higher; and
- AO4 an additional \$59.90 per fortnight for Diploma (AQF V) or higher.

From 1 September 2013, the following remuneration shall be paid for employees that meet the requirements outlined in clause 8.1.1 of this agreement:

- AO2 an additional \$57.40 per fortnight for Certificate III (AQF III) or higher;
- AO3 an additional \$59.20 per fortnight for Certificate IV (AQF IV) or higher; and
- AO4 an additional \$61.70 per fortnight for Diploma (AQF V) or higher.

Any employee who submits an application for an assessment for completion of the qualification at the higher level through the RPL process or RCC process and is subsequently deemed competent at the level shall be paid the additional increment from the date of application regardless of whether it is through training, RPL or RCC.

Queensland Health will provide reasonable time for students to complete applications and relevant paper work for the application for assessment, students will be encouraged and supported to make reasonable progress to complete modules in a timely manner.

8.1.3 Encouragement to Develop Higher Skills

Queensland Health recognises that access to the above remuneration in 8.1.2 requires a commitment on behalf of both the employee and Queensland Health. To this end, Queensland Health will provide for payment for the training, RPL, RCC processes and any outstanding competency modules, which are identified as required through 8.1.1 or 8.1.2, for attainment of the relevant higher AQF level.

Where such competencies are identified, Queensland Health commits to facilitating the provision of the relevant training within a period of three months.

The Administrative Training Subcommittee of the EB8 IG will develop a process that will ensure timely completion of the program by students.

8.1.4 The Administrative Training Subcommittee

The Administrative Training Subcommittee is a sub group of the EB8 IG, including representatives from the relevant unions and management. Its terms of reference shall include the resolution of issues and disputes relating to assessment and assessors.

8.1.5 Facilitation

To facilitate the processing of applications for assessment in a timely manner, Queensland Health will:

- provide assessors approved by the Open Learning Institute (OLI) as subject experts, or alternatively provide access to the equivalent assessors within TAFE; and
- ensure that sufficient assessors are drawn from each certificate level and in each District, or neighbouring District, in order to facilitate access.

8.2 Administrative Employees Training and Development Education Incentive Fund

Queensland Health commits to establishing a training fund for AO3 and AO4 staff. The funds will be available for Health Service Districts (or equivalent) to be able to support AO3 and AO4 employees to attain an Australian Qualification Framework (AQF) level Certificate II to Certificate IV and Diploma in any relevant areas.

The process will involve the line manager and employee as part of the Performance Appraisal and Development (PAD) process identifying training suitable for developmental purposes. Funds will be provided to enable the backfilling of employees to attend day courses.

The number of eligible employees will be 150 places per year (totalling 450 places) for the life of the agreement. The EB8 IG will receive reports monthly about progress of the application of the fund.

8.3 Targeted Training – Operational Stream

The parties are committed to the training and development opportunities for operational stream employees. To meet this commitment, the employer will continue to implement targeted training as outlined in HR Policy G13.

The targeted training rate of pay OO2(5) will be increased by 3% from 1 September 2011. The OO2(5) rate of pay will be further increased by 3% or effective 1 September 2012 and 1 September 2013.

The targeted training allowance for employees at the OO3(4) lower will also be increased by 3% from 1 September 2011 and by 3% from 1 September 2012 and 1 September 2013. These increases will be in place of the increases prescribed in clause 9.5.

8.4 Operational Services Training and Development Education Incentive Fund

Queensland Health commits to the continuation of the training fund for OO3 and OO4 staff with extension to OO5 staff through the life of this agreement. The funds will be available for Health Service Districts (or equivalent) to be able to support OO3-OO5 employees to attain an Australian Qualification Framework (AQF) Certificate relevant to their role.

The process will involve the line manager and employee as part of the Performance Appraisal and Development (PAD) process identifying training suitable for developmental purposes. Funds will be provided to enable the backfilling of employees to attend day courses.

The number of eligible employees will be 150 places per year (totalling 450 places) for the life of the agreement. The program will be evaluated during the first 12 months with the possibility of making OO6 employees eligible to participate in the program.

The Public Hospitals Oversight Committee (PHOC) will receive reports monthly about progress of the application of the fund.

8.5 Training and Transition Support

Nothing in this agreement will affect existing arrangements for the employment of apprentices, trainees or transition support for new graduates.

PART 9 – EMPLOYMENT CONDITIONS

9.1 Uniform and Laundry Allowance

The parties agree in principle that employees not required to wear uniforms should not be entitled to uniform or laundry allowances. Any groups identified will be addressed with the relevant union/s, having regard to the merits of the case, to determine whether it is reasonable that an allowance be paid in the circumstances.

9.2 Parental Leave

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

9.3 Recreation Leave - Half-Pay

Subject to service delivery requirements and financial considerations, the employer may approve an application to take recreation leave at half pay for double the period of time.

9.4 Extra Leave for Proportionate Salary

Extra leave for proportionate salary is a scheme where employees are able to access unpaid leave in addition to paid annual recreation leave and other entitlements. Although this leave is unpaid, the leave is deducted over an agreed 12 month cycle instead of when the leave is taken. The effect is to provide a continuous reduced average salary over the 12 month cycle rather than a period where no payment is received.

Extra leave for proportionate salary will be available so that employees may access between 1 and 6 weeks unpaid leave in a 12 month period.

9.5 Increases to Certain Allowances

The following allowances will be increased by 3% per annum from 1 September 2011, 1 September 2012 and 1 September 2013:

- Environmental Allowance (HR Policy C30);
- Mental Health Allowance (HR Policy C29);
- Uniforms Allowance (DHSE Award 10.1.1);
- Industry Allowance (Truck Drivers) (clause 13.3 of this agreement);
- X-Ray Allowance (HR Policy C15);
- Coronial Autopsy Allowance (HR Policy C15);
- Aboriginal and Torres Strait Islander Health Workers – Special Allowance (HR Policy C31); and

- Targeted Training Allowances excluding those allowances outlined in clause 8.1.2 and 8.3. (HR Policy G13 and G14).

9.6 Caring Responsibility

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

9.7 No Loss of Show Day

Where an employee is required to perform work duties (including training) at an alternative location to their usual place of work on a day where the show day holiday falls upon their usual place of work location, such employee will be given a day off in lieu.

Example: Bill's usual place of work is at the RBWH. On the 21 August he is in Cairns on work related business. The 21st of August is the Ekka Show day for the greater Brisbane area. Bill is therefore entitled to a day off in lieu.

9.8 Rostering of ADOs

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

9.9 Superannuation

Effective from 1 July 2006, the employer contribution to employee superannuation shall equal at least 9% Ordinary Time earnings as defined by the *Superannuation Laws Amendment (2004 Measures No. 2) Act 2004*.

9.10 Long Service Leave

Employees will be entitled to long service leave for:

- The taking of leave on a pro rata basis after 7 years continuous service;
- No alteration to the existing arrangements for cash in lieu of leave on termination;
- The taking of long service leave at half pay for double the period of time; and a minimum period of leave is 1 week.

Where an employee voluntarily reverts to a lower classification, the employee shall be entitled to leave accrued as at the date of the reversion at the salary applicable at the date of the reversion. The employee is not compelled to take accrued long service leave at the date of voluntary reversion to a lower classification.

The above entitlements will take effect from the date of certification of this agreement.

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

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

9.11 Recognition of Higher Duties Service

- All periods of service acting in higher duties will be recognised for the purpose of pay increments at the higher duties rate provided there has been no break in excess of six years.
- Queensland Health is prepared to undertake a review during the course of EB8 for the purpose of considering an extension of the list of duties specified in clause 5.4.2 of the *District Health Services Employees' Award – State 2003*, provided that any such extension is on a cost neutral basis.

PART 10 – EQUITY CONSIDERATIONS

10.1 Equity

The parties are committed to the principles of equity and merit and thereby to the objectives of the *Public Service Act 2008*, the *Anti-Discrimination Act 1991* and the *Equal Remuneration Principle* (QIRC Statement of Policy 2002).

A Queensland Health Employment Equity Advisory Committee has been established jointly with Queensland Health and the public health sector unions.

The Flexible Work Arrangements Guide has been developed for the purpose to achieve “Work Life Balance” and will be amended from time to time. Queensland Health is committed to implementing all strategies and performance indicators as agreed. Progress towards the achievement of outcomes will be monitored quarterly at DCFs or equivalent. The employer will meet its statutory obligations under the *Public Service Act 2008* to consult with unions by agreed consultative mechanisms. Regular status reports will be provided via the inclusion of this issue as a standing agenda item on DCF or equivalent agendas.

The parties acknowledge that achievement of equity outcomes is largely contingent upon commitment of management to equity outcomes. This will be demonstrated by management practices, the provision of ongoing Equal Employment Opportunity training for managers and employees, the maintenance of Equal Employment Opportunity networks throughout the agency and the commitment to achieve agreed equity outcomes at the facility and corporate office level.

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

10.2 Child Care

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

The Queensland Health Employment Equity Advisory Committee will consider formulating policy recommendations and childcare options that will consider, but not be limited to, the following:

- feasibility of facility based childcare centres;
- outside school hours care;
- provision of breastfeeding facilities;
- priority access in community based or private childcare centres;
- priority access in family day care, adjunct care and emergency care (including care for sick children);
- childcare information; and
- referral service.

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

The employer will continue to operate the Lady Ramsay Child Care Centre. Child Care workers employed at the Lady Ramsay Child Care Centre will continue to be employed in accordance with the *District Health Services Employees’ Award – State 2003*.

10.3 Appropriate Allocation of Uniforms

The employer is committed to ensuring that temporary, part time and casual employees are provided with appropriate numbers of uniforms.

10.4 Work/Life Balance

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

PART 11 – RECRUITMENT AND RETENTION

11.1 Exemption from Open Merit for positions reclassified from AO2 to AO3

Queensland Health will continue this scheme to allow legitimate incumbents of AO2 positions upgraded to AO3 (through an approved job evaluation process) to be exempted from the open merit selection process. If the incumbent is assessed by a selection panel as able to competently perform all the duties and responsibilities of the higher position, they may be directly appointed to the AO3 position. For this to occur the legitimate incumbent must:

- be a permanently appointed employee;
- have undertaken the majority of duties and responsibilities of an identical, restructured or revised position for more than 12 months; and
- in the case of upgraded positions, have been formally appointed to the position that has now been upgraded.

If more than one legitimate incumbent has been identified in the relevant District (e.g. where some but not all the AO2 positions in an area are upgraded to AO3 positions) the most meritorious incumbent/s or surplus employee/s will be appointed. Following notification of appointment in either the Health Services Bulletin or Government Gazette, prevailing appeal or grievance processes will apply.

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

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

11.3 Maintenance of PO/TO Entitlements

The provisions contained in schedule 5, and as prescribed in the administratively applied *Professional and Technical Stream Employees and Dental Officers (Queensland Health) Agreement 2005*, continue to have application to professional and technical employees for the life of this agreement.

11.4 Operational Stream Aged Based Recruitment

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

11.5 Merit Selection

Queensland Health will apply a closed merit process where appropriate, particularly in relation to temporary or casual staff with two years of continuous service.

Queensland Health will establish an order of merit for employees up to and including OO4 or its equivalent with three years of continuous service in a temporary or casual position for vacancies at level, on the basis of assessment at three years, and preference for those assessed as suitable in vacancies at level vis a vis externals and applications from lower levels. Queensland Health will reflect this commitment in the relevant HR Policy.

PART 12 - ORGANISATIONAL IMPROVEMENT

12.1 Commitment to Service Improvement

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

12.2 Addressing Workforce Issues

The parties acknowledge the importance of continuing workforce innovation, within a framework based on quality, safety and cost effectiveness. The parties agree to utilise the Reform Consultative Group as a forum to progress these issues. Key items to be addressed include scope of practice; cross-stream workforce flexibility; and appropriate classification stream. The initial priority of this forum will be to examine these issues as they apply to positions which support the following health services:

- Anaesthesia;
- Operating theatres;
- Plaster / Orthopaedic;
- Central Sterilising; and
- Home Care.

12.3 Health Information Managers

The parties agree to consider and where agreed, implement the recommendations of the Health Information Managers Review within six months of certification of this agreement.

12.4 Hospital Liaison Officers

Queensland Health acknowledges there are inconsistencies in classification of Hospital Liaison Officers. During the course of EB8, the classification of Hospital Liaison Officers will be undertaken to determine the applicable classification stream and the applicable levels within the stream within 18 months of certification of the agreement.

PART 13 – OPERATIONAL STREAM SPECIFIC PROVISIONS

13.1 Allied Health Assistant Project – Phase II

This project which was undertaken in EB7 has been finalised and will be reported back to PHOC.

13.2 Aboriginal and Torres Strait Islander Health Workers

The parties agree that by 1 August 2012 Aboriginal and Torres Strait Islander Health Workers, who meet the appropriate qualifications which are agreed between the parties (e.g. the requirement of eligibility for registration as an Aboriginal and Torres Strait Islander health practitioner (in the clinical stream) through Australian Health Practitioner Regulation Agency (AHPRA), will be reclassified and/or transferred to an appropriate stream that has been agreed to by the parties.

13.3 OO2 Truck Drivers

In accordance with the recommendation of the QIRC on 2 December 2011, Queensland Health agrees to the increase of the “Industry Allowance” to \$60 per fortnight for OO2 truck drivers who hold a heavy rigid licence and who drive a truck of six tonnes gross vehicle mass or greater. OO2 truck drivers who do not meet this criteria will continue to receive the current “Industry Allowance” of \$41.62.

Both amounts will be increased in line with wage increases provided for in this agreement.

13.4 Review of Classifications

The parties commit to review positions in the following classifications to identify progression opportunities based on demonstrable benefit to Queensland Health, existing work, required competencies, qualifications and scope of practice (or work) as determined by Queensland Health:

- Therapy Assistants/Recreational Officers;
- Clinical and Statewide Services (CaSS) Assistants;
- Dental Assistants (including national registration);
- Dental Officers;
- Pharmacy Assistants; and
- Child Care.

The parties will make recommendations on the review, the classification levels and stream allocation within 18 months of certification of the agreement. All agreed recommendations will be implemented; disputes will be dealt with under the disputes settlement procedure outlined in this agreement.

13.5 Arrangements for OO2s Providing Training

Where OO2 employees are expected to provide defined training to other staff the following is to apply.

In all circumstances, a training plan must be developed, in consultation with the supervisor, which will outline skills to be developed and the estimated time required.

Where a District or equivalent does not have a dedicated trainer or an employee classified at OO3 or higher to perform any required training, the supervisor is to seek approval from the District Manager or equivalent to either source a suitable trainer, access other formal training options from another location or to approve the payment of higher duties, in accordance with the *District Health Services Employees’ Award - State 2003* or the *Public Service Award – State 2003* provisions, as relevant, for a suitably skilled and experienced OO2 employee who has agreed to provide such training.

The higher duties payments will be equivalent to the OO3 classification level in recognition of the higher level work being completed when providing the defined training and will be paid from the first day (see definition below). Such payment will be made up to a maximum of two days. Where a dispute arises from this clause, the matter will be referred to PHOC for resolution.

For the purposes of this provision training is defined as:

- orientation programs;
- the allocation of dedicated time to complete the training and not for a few hours intermittently;
- the development of capability of other staff in critical skills or systems required for a position.

Training will not include:

- handover in a workplace;
- describing processes specific to a unit or workplace which do not require training in critical skills or systems required for a position.

13.6 Workplace Assessors

Currently, OO2 and OO3 employees in possession of a Certificate IV in Workplace Assessment, which have been at the OO2/5 or OO3/4 increment for 12 months or more and are appropriately registered as assessors with Queensland Health, receive the targeted training allowance.

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

13.7 Anaesthetic Technicians

Queensland Health agrees to add Anaesthetic Technicians (AT) holding the relevant diploma qualifications as an eligible discipline to schedule 1 of the *Health Practitioners' (Queensland Health) Certified Agreement (No. 2) 2011*. Employees will be translated from their operational stream pay point to the next highest pay point in the health practitioner classification stream immediately after certification. Employees will have access to all relevant provisions of the health practitioner career structure once translated: i.e. job evaluation, professional development, rural remote; on-call; and higher education incentive.

This is on the basis that the union agrees:

- to cease pursuit of implementation by Queensland Health of any remaining recommendations of the 2008 PHOC review report;
- that there will be no unilateral expansion of ATs current scope of practice as a result of the reclassification; and
- not to pursue reclassification to health practitioner of any other operational officer roles it has coverage over during the life of the agreement.

13.8 Higher Duties

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

13.9 State Wide Infection Control Procedures

Centre for Healthcare Related Infection Surveillance and Prevention (CHRISP) has developed state wide standard operating procedures for reprocessing reusable dental instruments and equipment with Queensland Health. These procedures ensure that Queensland Health oral health services comply with the relevant Australian standards. CHRISP has also established an oral health network to enable regular consultation with clinical staff including Dental Assistants and their unions regarding the implementation of these procedures. The parties agree to continue consultation on this matter will for the life of the EB8 agreement.

13.10 Application of X-Ray Allowance

Operational Stream employees who are required to assist in the taking of X-Rays will be eligible to receive an allowance as contained in HR Policy C15 at clause 7.16. Within the first six months of the agreement, PHOC will review and determine the application of this entitlement to ensure correct application.

PART 14 – ADMINISTRATIVE STREAM SPECIFIC PROVISIONS

14.1 Administrative Stream Work Value

The parties are committed to ensuring that the value of work performed by Queensland Health employees is assessed according to fair, consistent and appropriate processes and structures.

To facilitate a consistent approach to job evaluations, the Centralised Job Evaluation Unit will continue.

The centralised database of job evaluation information and a library of standard titles, role descriptions and classification levels that are recognised as benchmarks will continue.

It is the intent of the parties that the appropriate classification of administrative positions can be established by the evaluation unit utilising a matching process with benchmarked role descriptions held in a role description library as an alternative to a full JEMS assessment. Districts and Divisions will continue to adopt the benchmarked role descriptions where appropriate.

14.2 Clinical Coders Allowance

Any AO3 Clinical Coder who completes the HIMAA Intermediate level ICD-10-AM training or agreed equivalent will be entitled to receive an allowance of \$50 per week. The allowance will be payable to staff members who have been on AO3(4) for 12 months or more, but have not completed the course. Those who are not yet at AO3(4) will be funded by Queensland Health to do the Intermediate level ICD-10-AM training course on request.

14.3 Access to Flexitime or Rostered Days Off for Administrative Staff

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

PART 15 – DENTAL OFFICER SPECIFIC PROVISIONS

Dental Officer specific provisions are outlined in schedule 4 of this agreement.

PART 16 – VARIABLE HOURS OF WORK ARRANGEMENTS

The parties agree to the variable hours of work arrangements as expressed in schedule 3. These arrangements replace the following:

- Hours of Work Arrangements - Queensland Health – Other Than Health Service Districts – Industrial Agreement;
- District Health Services Variable Working Hours – Industrial Agreement; and
- ER Circular 73/06.

PART 17 – NO FURTHER CLAIMS

This agreement is in full and final settlement of all parties' claims for its duration. It is a term of this agreement that no party will pursue any extra claims relating to wages or conditions of employment whether dealt with in this agreement or not.

This agreement covers all matters or claims that could otherwise be subject to protected industrial action.

It is agreed that the following changes may be made to employees' rights and entitlements during the life of this agreement:

- (a) general Rulings and Statements of Policy issued by the Queensland Industrial Relations Commission that provide conditions that are not less favourable than current conditions;
- (b) any improvements in conditions that are determined on a whole-of government basis; and
- (c) reclassifications.

Unless inconsistent with the terms of this agreement, the entitlement of employees covered by this agreement as contained in awards, agreements, Ministerial Directives or determinations made under the *Public Service Act 2008* effective at the date this agreement was made will not be reduced for the life of this agreement.

SCHEDULE 1 - WAGE RATES**CORPORATE OFFICE****ADMINISTRATIVE STREAM**

Classification Level	Pay Point	Wage Rates Payable from 01/09/11		Wage Rates Payable from 01/09/12		Wage Rates Payable from 01/09/13	
		Per Fortnight \$	Per Annum \$	Per Fortnight \$	Per Annum \$	Per Fortnight \$	Per Annum \$
L1	1	\$1,329.00	\$34,673	\$1,389.00	\$36,238	\$1,449.00	\$37,803
	2	\$1,398.80	\$36,494	\$1,458.80	\$38,059	\$1,518.80	\$39,624
	3	\$1,468.30	\$38,307	\$1,528.30	\$39,872	\$1,588.30	\$41,438
L2 (age 21)	1	\$1,626.50	\$42,434	\$1,686.50	\$44,000	\$1,746.50	\$45,565
	2	\$1,661.60	\$43,350	\$1,721.60	\$44,915	\$1,781.60	\$46,481
	3	\$1,698.10	\$44,302	\$1,758.10	\$45,868	\$1,818.10	\$47,433
	4	\$1,734.50	\$45,252	\$1,794.50	\$46,817	\$1,854.50	\$48,383
	5	\$1,770.80	\$46,199	\$1,830.80	\$47,764	\$1,890.80	\$49,330
	6	\$1,808.50	\$47,182	\$1,868.50	\$48,748	\$1,928.50	\$50,313
	7	\$1,850.40	\$48,276	\$1,910.40	\$49,841	\$1,970.40	\$51,406
	8	\$1,896.40	\$49,476	\$1,956.40	\$51,041	\$2,016.40	\$52,606
L3	1	\$2,019.70	\$52,693	\$2,080.30	\$54,274	\$2,142.70	\$55,902
	2	\$2,096.40	\$54,694	\$2,159.30	\$56,335	\$2,224.10	\$58,025
	3	\$2,173.90	\$56,715	\$2,239.10	\$58,417	\$2,306.30	\$60,170
	4	\$2,251.30	\$58,735	\$2,318.80	\$60,496	\$2,388.40	\$62,312
L4	1	\$2,386.60	\$62,265	\$2,458.20	\$64,133	\$2,531.90	\$66,055
	2	\$2,465.60	\$64,326	\$2,539.60	\$66,256	\$2,615.80	\$68,244
	3	\$2,544.80	\$66,392	\$2,621.10	\$68,383	\$2,699.70	\$70,433
	4	\$2,624.30	\$68,466	\$2,703.00	\$70,519	\$2,784.10	\$72,635
L5	1	\$2,765.90	\$72,160	\$2,848.90	\$74,326	\$2,934.40	\$76,556
	2	\$2,846.00	\$74,250	\$2,931.40	\$76,478	\$3,019.30	\$78,771
	3	\$2,926.00	\$76,337	\$3,013.80	\$78,628	\$3,104.20	\$80,986
	4	\$3,006.00	\$78,424	\$3,096.20	\$80,778	\$3,189.10	\$83,201
L6	1	\$3,173.20	\$82,787	\$3,268.40	\$85,270	\$3,366.50	\$87,830
	2	\$3,247.60	\$84,728	\$3,345.00	\$87,269	\$3,445.40	\$89,888
	3	\$3,321.50	\$86,656	\$3,421.10	\$89,254	\$3,523.70	\$91,931
	4	\$3,395.20	\$88,578	\$3,497.10	\$91,237	\$3,602.00	\$93,974
L7	1	\$3,551.00	\$92,643	\$3,657.50	\$95,422	\$3,767.20	\$98,284
	2	\$3,636.70	\$94,879	\$3,745.80	\$97,725	\$3,858.20	\$100,658
	3	\$3,722.10	\$97,107	\$3,833.80	\$100,021	\$3,948.80	\$103,021
	4	\$3,807.40	\$99,332	\$3,921.60	\$102,312	\$4,039.20	\$105,380
L8	1	\$3,934.50	\$102,648	\$4,052.50	\$105,727	\$4,174.10	\$108,899
	2	\$4,009.70	\$104,610	\$4,130.00	\$107,749	\$4,253.90	\$110,981
	3	\$4,085.20	\$106,580	\$4,207.80	\$109,778	\$4,334.00	\$113,071
	4	\$4,160.90	\$108,555	\$4,285.70	\$111,811	\$4,414.30	\$115,166

CORPORATE OFFICE**PROFESSIONAL STREAM**

Classification Level	Pay Point	Wage Rates Payable from 01/09/11		Wage Rates Payable from 01/09/12		Wage Rates Payable from 01/09/13	
		Per Fortnight \$	Per Annum \$	Per Fortnight \$	Per Annum \$	Per Fortnight \$	Per Annum \$
L1 (age 21)	1	\$1,355.40	\$35,361	\$1,415.40	\$36,927	\$1,475.40	\$38,492
	2	\$1,465.50	\$38,234	\$1,525.50	\$39,799	\$1,585.50	\$41,365
	3	\$1,575.40	\$41,101	\$1,635.40	\$42,666	\$1,695.40	\$44,232
	4	\$1,685.00	\$43,960	\$1,745.00	\$45,526	\$1,805.00	\$47,091
	5	\$1,744.50	\$45,513	\$1,804.50	\$47,078	\$1,864.50	\$48,643
	6	\$1,805.50	\$47,104	\$1,865.50	\$48,670	\$1,925.50	\$50,235
	7	\$1,875.30	\$48,925	\$1,935.30	\$50,491	\$1,995.30	\$52,056
L2	1	\$2,017.40	\$52,633	\$2,077.90	\$54,211	\$2,140.20	\$55,836
	2	\$2,128.90	\$55,541	\$2,192.80	\$57,209	\$2,258.60	\$58,925
	3	\$2,242.20	\$58,497	\$2,309.50	\$60,253	\$2,378.80	\$62,061
	4	\$2,355.00	\$61,440	\$2,425.70	\$63,285	\$2,498.50	\$65,184
	5	\$2,468.10	\$64,391	\$2,542.10	\$66,322	\$2,618.40	\$68,312
	6	\$2,580.60	\$67,326	\$2,658.00	\$69,345	\$2,737.70	\$71,425
L3	1	\$2,710.90	\$70,725	\$2,792.20	\$72,847	\$2,876.00	\$75,033
	2	\$2,793.90	\$72,891	\$2,877.70	\$75,077	\$2,964.00	\$77,329
	3	\$2,876.60	\$75,048	\$2,962.90	\$77,300	\$3,051.80	\$79,619
	4	\$2,959.90	\$77,222	\$3,048.70	\$79,538	\$3,140.20	\$81,926
L4	1	\$3,151.80	\$82,228	\$3,246.40	\$84,696	\$3,343.80	\$87,237
	2	\$3,233.10	\$84,349	\$3,330.10	\$86,880	\$3,430.00	\$89,486
	3	\$3,313.90	\$86,457	\$3,413.30	\$89,051	\$3,515.70	\$91,722
	4	\$3,395.20	\$88,578	\$3,497.10	\$91,237	\$3,602.00	\$93,974
L5	1	\$3,551.00	\$92,643	\$3,657.50	\$95,422	\$3,767.20	\$98,284
	2	\$3,636.70	\$94,879	\$3,745.80	\$97,725	\$3,858.20	\$100,658
	3	\$3,722.10	\$97,107	\$3,833.80	\$100,021	\$3,948.80	\$103,021
	4	\$3,807.40	\$99,332	\$3,921.60	\$102,312	\$4,039.20	\$105,380
L6	1	\$3,934.50	\$102,648	\$4,052.50	\$105,727	\$4,174.10	\$108,899
	2	\$4,009.70	\$104,610	\$4,130.00	\$107,749	\$4,253.90	\$110,981
	3	\$4,085.20	\$106,580	\$4,207.80	\$109,778	\$4,334.00	\$113,071
	4	\$4,160.90	\$108,555	\$4,285.70	\$111,811	\$4,414.30	\$115,166

CORPORATE OFFICE**TECHNICAL STREAM**

Classification Level	Pay Point	Wage Rates Payable from 01/09/11		Wage Rates Payable from 01/09/12		Wage Rates Payable from 01/09/13	
		Per Fortnight \$	Per Annum \$	Per Fortnight \$	Per Annum \$	Per Fortnight \$	Per Annum \$
L1 (age 21)	1	\$1,355.40	\$35,361	\$ 1,415.40	\$36,927	\$1,475.40	\$38,492
	2	\$1,465.50	\$38,234	\$ 1,525.50	\$39,799	\$1,585.50	\$41,365
	3	\$1,575.40	\$41,101	\$ 1,635.40	\$42,666	\$1,695.40	\$44,232
	4	\$1,685.00	\$43,960	\$ 1,745.00	\$45,526	\$1,805.00	\$47,091
	5	\$1,744.50	\$45,513	\$ 1,804.50	\$47,078	\$1,864.50	\$48,643
	6	\$1,805.50	\$47,104	\$ 1,865.50	\$48,670	\$1,925.50	\$50,235
	7	\$1,875.30	\$48,925	\$ 1,935.30	\$50,491	\$1,995.30	\$52,056
L2	1	\$1,903.90	\$49,671	\$ 1,963.90	\$51,237	\$2,023.90	\$52,802
	2	\$1,969.40	\$51,380	\$ 2,029.40	\$52,946	\$2,090.30	\$54,534
	3	\$ 2,038.70	\$53,188	\$2,099.90	\$54,785	\$2,162.90	\$56,429
	4	\$2,109.00	\$55,022	\$2,172.30	\$56,674	\$2,237.50	\$58,375
	5	\$2,180.10	\$56,877	\$2,245.50	\$58,583	\$2,312.90	\$60,342
	6	\$2,251.30	\$58,735	\$2,318.80	\$60,496	\$2,388.40	\$62,312
L3	1	\$2,386.60	\$62,265	\$2,458.20	\$64,133	\$2,531.90	\$66,055
	2	\$2,451.30	\$63,953	\$2,524.80	\$65,870	\$2,600.50	\$67,845
	3	\$2,515.60	\$65,630	\$2,591.10	\$67,600	\$2,668.80	\$69,627
	4	\$2,580.60	\$67,326	\$2,658.00	\$69,345	\$2,737.70	\$71,425
L4	1	\$2,710.90	\$70,725	\$2,792.20	\$72,847	\$2,876.00	\$75,033
	2	\$2,798.50	\$73,011	\$2,882.50	\$75,202	\$2,969.00	\$77,459
	3	\$2,885.30	\$75,275	\$2,971.90	\$77,535	\$3,061.10	\$79,862
L5	1	\$3,006.00	\$78,424	\$3,096.20	\$80,778	\$3,189.10	\$83,201
	2	\$3,095.20	\$80,752	\$3,188.10	\$83,175	\$3,283.70	\$85,669
	3	\$3,184.20	\$83,074	\$3,279.70	\$85,565	\$3,378.10	\$88,132
	4	\$3,273.30	\$85,398	\$3,371.50	\$87,960	\$3,472.60	\$90,598
L6	1	\$3,379.60	\$88,171	\$3,481.00	\$90,817	\$3,585.40	\$93,541
	2	\$3,465.10	\$90,402	\$3,569.10	\$93,115	\$3,676.20	\$95,909
	3	\$3,551.00	\$92,643	\$3,657.50	\$95,422	\$3,767.20	\$98,284

CORPORATE OFFICE**OPERATIONAL STREAM**

Classification Level	Pay Point	Wage Rates Payable from 01/09/11		Wage Rates Payable from 01/09/12		Wage Rates Payable from 01/09/13	
		Per Fortnight \$	Per Annum \$	Per Fortnight \$	Per Annum \$	Per Fortnight \$	Per Annum \$
L1	1	\$1,194.90	\$31,174	\$1,254.90	\$32,739	\$1,314.90	\$34,305
	2	\$1,276.70	\$33,308	\$1,336.70	\$34,874	\$1,396.70	\$36,439
	3	\$1,358.30	\$35,437	\$1,418.30	\$37,002	\$1,478.30	\$38,568
	4	\$1,440.20	\$37,574	\$1,500.20	\$39,139	\$1,560.20	\$40,705
	5	\$1,522.10	\$39,711	\$1,582.10	\$41,276	\$1,642.10	\$42,841
	6	\$1,604.00	\$41,847	\$1,664.00	\$43,413	\$1,724.00	\$44,978
L2 (age 21)	1	\$1,626.50	\$42,434	\$1,686.50	\$44,000	\$1,746.50	\$45,565
	2	\$1,663.60	\$43,402	\$1,723.60	\$44,967	\$1,783.60	\$46,533
	3	\$1,701.90	\$44,401	\$1,761.90	\$45,967	\$1,821.90	\$47,532
	4	\$1,739.70	\$45,388	\$1,799.70	\$46,953	\$1,859.70	\$48,518
	5	\$1,770.20	\$46,183	\$1,830.20	\$47,749	\$1,890.20	\$49,314
L3	1	\$1,777.30	\$46,368	\$1,837.30	\$47,934	\$1,897.30	\$49,499
	2	\$1,792.40	\$46,762	\$1,852.40	\$48,328	\$1,912.40	\$49,893
	3	\$1,823.50	\$47,574	\$1,883.50	\$49,139	\$1,943.50	\$50,705
	4	\$1,858.80	\$48,495	\$1,918.80	\$50,060	\$1,978.80	\$51,625
L4	1	\$1,930.30	\$50,360	\$1,990.30	\$51,926	\$2,050.30	\$53,491
	2	\$1,989.90	\$51,915	\$2,049.90	\$53,480	\$2,111.40	\$55,085
	3	\$2,050.90	\$53,507	\$2,112.40	\$55,111	\$2,175.80	\$56,765
	4	\$2,113.10	\$55,129	\$2,176.50	\$56,783	\$2,241.80	\$58,487
L5	1	\$2,169.20	\$56,593	\$2,234.30	\$58,291	\$2,301.30	\$60,039
	2	\$2,241.90	\$58,490	\$2,309.20	\$60,245	\$2,378.50	\$62,053
	3	\$2,314.20	\$60,376	\$2,383.60	\$62,186	\$2,455.10	\$64,052
	4	\$2,386.60	\$62,265	\$2,458.20	\$64,133	\$2,531.90	\$66,055
L6	1	\$2,491.50	\$65,001	\$2,566.20	\$66,950	\$2,643.20	\$68,959
	2	\$2,557.90	\$66,734	\$2,634.60	\$68,735	\$2,713.60	\$70,796
	3	\$2,624.30	\$68,466	\$2,703.00	\$70,519	\$2,784.10	\$72,635
L7	1	\$2,750.50	\$71,759	\$2,833.00	\$73,911	\$2,918.00	\$76,129
	2	\$2,818.00	\$73,520	\$2,902.50	\$75,724	\$2,989.60	\$77,997
	3	\$2,885.30	\$75,275	\$2,971.90	\$77,535	\$3,061.10	\$79,862

HEALTH SERVICE DISTRICT**ADMINISTRATIVE STREAM**

Classification Level	Pay Point	Wage Rates Payable from 01/09/11		Wage Rates Payable from 01/09/12		Wage Rates Payable from 01/09/13	
		Per Fortnight \$	Per Annum \$	Per Fortnight \$	Per Annum \$	Per Fortnight \$	Per Annum \$
L1	1	\$1,317.70	\$34,378	\$1,377.70	\$35,943	\$1,437.70	\$37,509
	2	\$1,389.70	\$36,256	\$1,449.70	\$37,822	\$1,509.70	\$39,387
	3	\$1,460.70	\$38,109	\$1,520.70	\$39,674	\$1,580.70	\$41,239
L2 (Age 21)	1	\$1,624.80	\$42,390	\$1,684.80	\$43,955	\$1,744.80	\$45,521
	2	\$1,661.20	\$43,340	\$1,721.20	\$44,905	\$1,781.20	\$46,470
	3	\$1,699.00	\$44,326	\$1,759.00	\$45,891	\$1,819.00	\$47,456
	4	\$1,736.50	\$45,304	\$1,796.50	\$46,869	\$1,856.50	\$48,435
	5	\$1,774.20	\$46,288	\$1,834.20	\$47,853	\$1,894.20	\$49,418
	6	\$1,813.60	\$47,316	\$1,873.60	\$48,881	\$1,933.60	\$50,446
	7	\$1,858.10	\$48,477	\$1,918.10	\$50,042	\$1,978.10	\$51,607
	8	\$1,906.40	\$49,737	\$1,966.40	\$51,302	\$2,026.40	\$52,867
L3	1	\$2,035.20	\$53,097	\$2,096.30	\$54,691	\$2,159.20	\$56,332
	2	\$2,114.80	\$55,174	\$2,178.20	\$56,828	\$2,243.50	\$58,531
	3	\$2,195.50	\$57,279	\$2,261.40	\$58,998	\$2,329.20	\$60,767
	4	\$2,275.80	\$59,374	\$2,344.10	\$61,156	\$2,414.40	\$62,990
L4	1	\$2,415.70	\$63,024	\$2,488.20	\$64,915	\$2,562.80	\$66,862
	2	\$2,498.10	\$65,174	\$2,573.00	\$67,128	\$2,650.20	\$69,142
	3	\$2,579.80	\$67,305	\$2,657.20	\$69,324	\$2,736.90	\$71,404
	4	\$2,662.40	\$69,460	\$2,742.30	\$71,545	\$2,824.60	\$73,692
L5	1	\$2,809.00	\$73,285	\$2,893.30	\$75,484	\$2,980.10	\$77,749
	2	\$2,891.90	\$75,448	\$2,978.70	\$77,712	\$3,068.10	\$80,045
	3	\$2,974.80	\$77,610	\$3,064.00	\$79,938	\$3,155.90	\$82,335
	4	\$3,057.30	\$79,763	\$3,149.00	\$82,155	\$3,243.50	\$84,621
L6	1	\$3,230.80	\$84,289	\$3,327.70	\$86,817	\$3,427.50	\$89,421
	2	\$3,307.90	\$86,301	\$3,407.10	\$88,889	\$3,509.30	\$91,555
	3	\$3,384.50	\$88,299	\$3,486.00	\$90,947	\$3,590.60	\$93,676
	4	\$3,461.40	\$90,305	\$3,565.20	\$93,014	\$3,672.20	\$95,805
L7	1	\$3,622.40	\$94,506	\$3,731.10	\$97,342	\$3,843.00	\$100,261
	2	\$3,711.00	\$96,817	\$3,822.30	\$99,721	\$3,937.00	\$102,714
	3	\$3,799.80	\$99,134	\$3,913.80	\$102,108	\$4,031.20	\$105,171
	4	\$3,888.30	\$101,443	\$4,004.90	\$104,485	\$4,125.00	\$107,618
L8	1	\$4,019.60	\$104,868	\$4,140.20	\$108,015	\$4,264.40	\$111,255
	2	\$4,098.00	\$106,914	\$4,220.90	\$110,120	\$4,347.50	\$113,423
	3	\$4,175.90	\$108,946	\$4,301.20	\$112,215	\$4,430.20	\$115,581
	4	\$4,253.80	\$110,979	\$4,381.40	\$114,308	\$4,512.80	\$117,736

HEALTH SERVICE DISTRICT**PROFESSIONAL STREAM**

Classification Level	Pay Point	Wage Rates Payable from 01/09/11		Wage Rates Payable from 01/09/12		Wage Rates Payable from 01/09/13	
		Per Fortnight \$	Per Annum \$	Per Fortnight \$	Per Annum \$	Per Fortnight \$	Per Annum \$
L1 (Age 21)	1	\$1,343.50	\$35,051	\$1,403.50	\$36,616	\$1,463.50	\$38,182
	2	\$1,457.50	\$38,025	\$1,517.50	\$39,590	\$1,577.50	\$41,156
	3	\$1,571.60	\$41,002	\$1,631.60	\$42,567	\$1,691.60	\$44,133
	4	\$1,685.30	\$43,968	\$1,745.30	\$45,534	\$1,805.30	\$47,099
	5	\$1,747.20	\$45,583	\$1,807.20	\$47,149	\$1,867.20	\$48,714
	6	\$1,810.30	\$47,229	\$1,870.30	\$48,795	\$1,930.30	\$50,360
	7	\$1,884.00	\$49,152	\$1,944.00	\$50,718	\$2,004.00	\$52,283
L2	1	\$2,033.20	\$53,045	\$2,094.20	\$54,636	\$2,157.00	\$56,275
	2	\$2,149.70	\$56,084	\$2,214.20	\$57,767	\$2,280.60	\$59,499
	3	\$2,266.10	\$59,121	\$2,334.10	\$60,895	\$2,404.10	\$62,721
	4	\$2,383.20	\$62,176	\$2,454.70	\$64,041	\$2,528.30	\$65,962
	5	\$2,500.50	\$65,236	\$2,575.50	\$67,193	\$2,652.80	\$69,210
	6	\$2,617.10	\$68,278	\$2,695.60	\$70,326	\$2,776.50	\$72,437
L3	1	\$2,752.00	\$71,798	\$2,834.60	\$73,953	\$2,919.60	\$76,170
	2	\$2,838.10	\$74,044	\$2,923.20	\$76,264	\$3,010.90	\$78,552
	3	\$2,924.40	\$76,296	\$3,012.10	\$78,584	\$3,102.50	\$80,942
	4	\$3,010.50	\$78,542	\$3,100.80	\$80,898	\$3,193.80	\$83,324
L4	1	\$3,208.70	\$83,713	\$3,305.00	\$86,225	\$3,404.20	\$88,813
	2	\$3,292.90	\$85,909	\$3,391.70	\$88,487	\$3,493.50	\$91,143
	3	\$3,376.90	\$88,101	\$3,478.20	\$90,744	\$3,582.50	\$93,465
	4	\$3,461.40	\$90,305	\$3,565.20	\$93,014	\$3,672.20	\$95,805
L5	1	\$3,622.40	\$94,506	\$3,731.10	\$97,342	\$3,843.00	\$100,261
	2	\$3,711.00	\$96,817	\$3,822.30	\$99,721	\$3,937.00	\$102,714
	3	\$3,799.80	\$99,134	\$3,913.80	\$102,108	\$4,031.20	\$105,171
	4	\$3,888.30	\$101,443	\$4,004.90	\$104,485	\$4,125.00	\$107,618
L6	1	\$4,019.60	\$104,868	\$4,140.20	\$108,015	\$4,264.40	\$111,255
	2	\$4,098.00	\$106,914	\$4,220.90	\$110,120	\$4,347.50	\$113,423
	3	\$4,175.90	\$108,946	\$4,301.20	\$112,215	\$4,430.20	\$115,581
	4	\$4,253.80	\$110,979	\$4,381.40	\$114,308	\$4,512.80	\$117,736

HEALTH SERVICE DISTRICT**TECHNICAL STREAM**

Classification Level	Pay Point	Wage Rates Payable from 01/09/11		Wage Rates Payable from 01/09/12		Wage Rates Payable from 01/09/13	
		Per Fortnight \$	Per Annum \$	Per Fortnight \$	Per Annum \$	Per Fortnight \$	Per Annum \$
L1 (Age 21)	1	\$1,343.50	\$35,051	\$1,403.50	\$36,616	\$1,463.50	\$38,182
	2	\$1,457.50	\$38,025	\$1,517.50	\$39,590	\$1,577.50	\$41,156
	3	\$1,571.60	\$41,002	\$1,631.60	\$42,567	\$1,691.60	\$44,133
	4	\$1,685.30	\$43,968	\$1,745.30	\$45,534	\$1,805.30	\$47,099
	5	\$1,747.20	\$45,583	\$1,807.20	\$47,149	\$1,867.20	\$48,714
	6	\$1,810.30	\$47,229	\$1,870.30	\$48,795	\$1,930.30	\$50,360
	7	\$1,884.00	\$49,152	\$1,944.00	\$50,718	\$2,004.00	\$52,283
L2	1	\$1,914.30	\$49,943	\$1,974.30	\$51,508	\$2,034.30	\$53,073
	2	\$1,983.30	\$51,743	\$2,043.30	\$53,308	\$2,104.60	\$54,908
	3	\$2,054.80	\$53,608	\$2,116.40	\$55,215	\$2,179.90	\$56,872
	4	\$2,128.20	\$55,523	\$2,192.00	\$57,188	\$2,257.80	\$58,904
	5	\$2,202.10	\$57,451	\$2,268.20	\$59,176	\$2,336.20	\$60,950
	6	\$2,275.80	\$59,374	\$2,344.10	\$61,156	\$2,414.40	\$62,990
L3	1	\$2,415.70	\$63,024	\$2,488.20	\$64,915	\$2,562.80	\$66,862
	2	\$2,482.80	\$64,774	\$2,557.30	\$66,718	\$2,634.00	\$68,719
	3	\$2,550.30	\$66,536	\$2,626.80	\$68,531	\$2,705.60	\$70,587
	4	\$2,617.10	\$68,278	\$2,695.60	\$70,326	\$2,776.50	\$72,437
L4	1	\$2,752.00	\$71,798	\$2,834.60	\$73,953	\$2,919.60	\$76,170
	2	\$2,842.30	\$74,154	\$2,927.60	\$76,379	\$3,015.40	\$78,670
	3	\$2,932.90	\$76,517	\$3,020.90	\$78,813	\$3,111.50	\$81,177
L5	1	\$3,057.30	\$79,763	\$3,149.00	\$82,155	\$3,243.50	\$84,621
	2	\$3,149.90	\$82,179	\$3,244.40	\$84,644	\$3,341.70	\$87,183
	3	\$3,242.20	\$84,587	\$3,339.50	\$87,125	\$3,439.70	\$89,739
	4	\$3,334.50	\$86,995	\$3,434.50	\$89,604	\$3,537.50	\$92,291
L6	1	\$3,444.80	\$89,872	\$3,548.10	\$92,567	\$3,654.50	\$95,343
	2	\$3,534.00	\$92,200	\$3,640.00	\$94,965	\$3,749.20	\$97,814
	3	\$3,622.40	\$94,506	\$3,731.10	\$97,342	\$3,843.00	\$100,261

HEALTH SERVICE DISTRICT**OPERATIONAL STREAM**

Classification Level	Pay Point	Wage Rates Payable from 01/09/11		Wage Rates Payable from 01/09/12		Wage Rates Payable from 01/09/13	
		Per Fortnight \$	Per Annum \$	Per Fortnight \$	Per Annum \$	Per Fortnight \$	Per Annum \$
L1	1	\$1,183.70	\$30,882	\$1,243.70	\$32,447	\$1,303.70	\$34,013
	2	\$1,265.20	\$33,008	\$1,325.20	\$34,574	\$1,385.20	\$36,139
	3	\$1,347.20	\$35,147	\$1,407.20	\$36,713	\$1,467.20	\$38,278
	4	\$1,431.50	\$37,347	\$1,491.50	\$38,912	\$1,551.50	\$40,478
	5	\$1,516.20	\$39,557	\$1,576.20	\$41,122	\$1,636.20	\$42,687
	6	\$1,601.40	\$41,779	\$1,661.40	\$43,345	\$1,721.40	\$44,910
L2 (Age 21)	1	\$1,624.80	\$42,390	\$1,684.80	\$43,955	\$1,744.80	\$45,521
	2	\$1,663.20	\$43,392	\$1,723.20	\$44,957	\$1,783.20	\$46,522
	3	\$1,702.90	\$44,427	\$1,762.90	\$45,993	\$1,822.90	\$47,558
	4	\$1,742.20	\$45,453	\$1,802.20	\$47,018	\$1,862.20	\$48,583
	5	\$1,772.70	\$46,248	\$1,832.70	\$47,814	\$1,892.70	\$49,379
L3	1	\$1,781.10	\$46,468	\$1,841.10	\$48,033	\$1,901.10	\$49,598
	2	\$1,796.70	\$46,875	\$1,856.70	\$48,440	\$1,916.70	\$50,005
	3	\$1,829.40	\$47,728	\$1,889.40	\$49,293	\$1,949.40	\$50,858
	4	\$1,866.30	\$48,690	\$1,926.30	\$50,256	\$1,986.30	\$51,821
L4	1	\$1,942.30	\$50,673	\$2,002.30	\$52,239	\$2,062.40	\$53,807
	2	\$2,004.50	\$52,296	\$2,064.60	\$53,864	\$2,126.50	\$55,479
	3	\$2,068.10	\$53,955	\$2,130.10	\$55,573	\$2,194.00	\$57,240
	4	\$2,132.60	\$55,638	\$2,196.60	\$57,308	\$2,262.50	\$59,027
L5	1	\$2,190.80	\$57,156	\$2,256.50	\$58,870	\$2,324.20	\$60,637
	2	\$2,265.80	\$59,113	\$2,333.80	\$60,887	\$2,403.80	\$62,713
	3	\$2,341.00	\$61,075	\$2,411.20	\$62,906	\$2,483.50	\$64,793
	4	\$2,415.70	\$63,024	\$2,488.20	\$64,915	\$2,562.80	\$66,862
L6	1	\$2,525.00	\$65,875	\$2,600.80	\$67,853	\$2,678.80	\$69,888
	2	\$2,593.20	\$67,655	\$2,671.00	\$69,684	\$2,751.10	\$71,774
	3	\$2,662.40	\$69,460	\$2,742.30	\$71,545	\$2,824.60	\$73,692
L7	1	\$2,793.10	\$72,870	\$2,876.90	\$75,056	\$2,963.20	\$77,308
	2	\$2,862.70	\$74,686	\$2,948.60	\$76,927	\$3,037.10	\$79,236
	3	\$2,932.90	\$76,517	\$3,020.90	\$78,813	\$3,111.50	\$81,177
L8	1	\$2,974.80	\$77,610	\$3,064.00	\$79,938	\$3,155.90	\$82,335
	2	\$3,057.30	\$79,763	\$3,149.00	\$82,155	\$3,243.50	\$84,621
	3	\$3,230.80	\$84,289	\$3,327.70	\$86,817	\$3,427.50	\$89,421
L9	1	\$3,307.90	\$86,301	\$3,407.10	\$88,889	\$3,509.30	\$91,555
	2	\$3,384.50	\$88,299	\$3,486.00	\$90,947	\$3,590.60	\$93,676
	3	\$3,461.40	\$90,305	\$3,565.20	\$93,014	\$3,672.20	\$95,805
L10	1	\$3,622.40	\$94,506	\$3,731.10	\$97,342	\$3,843.00	\$100,261
	2	\$3,711.00	\$96,817	\$3,822.30	\$99,721	\$3,937.00	\$102,714
	3	\$3,799.80	\$99,134	\$3,913.80	\$102,108	\$4,031.20	\$105,171
	4	\$3,888.30	\$101,443	\$4,004.90	\$104,485	\$4,125.00	\$107,618

HEALTH SERVICE DISTRICT**DENTAL STREAM**

Position	Classification Level	Pay Point	Wage Rates Payable from 01/09/11		Wage Rates Payable from 01/09/12		Wage Rates Payable from 01/09/13	
			Per Fortnight \$	Per Annum \$	Per Fortnight \$	Per Annum \$	Per Fortnight \$	Per Annum \$
Dental Officer	L1	1	\$3,306.10	\$86,254	\$3,405.30	\$88,842	\$3,507.50	\$91,508
		2	\$3,402.70	\$88,774	\$3,504.80	\$91,438	\$3,609.90	\$94,180
		3	\$3,499.20	\$91,292	\$3,604.20	\$94,031	\$3,712.30	\$96,851
		4	\$3,668.10	\$95,698	\$3,778.10	\$98,568	\$3,891.40	\$101,524
		5	\$3,788.90	\$98,850	\$3,902.60	\$101,816	\$4,019.70	\$104,871
		6	\$3,981.90	\$103,885	\$4,101.40	\$107,003	\$4,224.40	\$110,212
Senior Dentist	L2	1	\$4,102.40	\$107,029	\$4,225.50	\$110,240	\$4,352.30	\$113,548
Senior Dentist (Clinical)		2	\$4,223.10	\$110,178	\$4,349.80	\$113,483	\$4,480.30	\$116,888
		3	\$4,367.90	\$113,955	\$4,498.90	\$117,373	\$4,633.90	\$120,895
		4	\$4,536.80	\$118,362	\$4,672.90	\$121,913	\$4,813.10	\$125,570
Principal Dentist	L3	1	\$4,705.90	\$122,774	\$4,847.10	\$126,457	\$4,992.50	\$130,251
		2	\$4,850.70	\$126,551	\$4,996.20	\$130,347	\$5,146.10	\$134,258
Director	L4	1	\$5,067.70	\$132,213	\$5,219.70	\$136,178	\$5,376.30	\$140,264
		2	\$5,284.90	\$137,879	\$5,443.40	\$142,014	\$5,606.70	\$146,275
Dental Specialist	DS1	1	\$5,067.70	\$132,213	\$5,219.70	\$136,178	\$5,376.30	\$140,264
		2	\$5,284.90	\$137,879	\$5,443.40	\$142,014	\$5,606.70	\$146,275
		3	\$5,502.30	\$143,551	\$5,667.40	\$147,858	\$5,837.40	\$152,294
		4	\$5,719.50	\$149,218	\$5,891.10	\$153,695	\$6,067.80	\$158,305
		5	\$5,936.60	\$154,882	\$6,114.70	\$159,528	\$6,298.10	\$164,313
Senior Dental Specialist	DS2	1	\$6,153.80	\$160,548	\$6,338.40	\$165,364	\$6,528.60	\$170,327
		2	\$6,371.10	\$166,217	\$6,562.20	\$171,203	\$6,759.10	\$176,340
		3	\$6,539.90	\$170,621	\$6,736.10	\$175,740	\$6,938.20	\$181,013

SCHEDULE 2 - HUMAN RESOURCE POLICIES

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

HR Policy group	Matter
B23	Permanent Employment
B24	Appointments – Permanent &/or Temporary – Commonwealth and/or State funded Programs
B25	Temporary Employment / Fixed Term Appointments
B26	Casual Employment
B27	Loading for Casual Employees
C29	Mental Health Allowance – Administrative and Operational Stream Employees
C30	Environmental Allowance – Mental Health High Security and Extended Secure Units
C31	Aboriginal and Torres Strait Islanders Health Workers – Special Allowance
D5	Accommodation Assistance – Rural and Remote Incentive
C32	Compulsory Christmas/New Year Closure
C33	Radiation Safety Act 1999 – Application and Licence Fees – “Use” Licences
C34	Paid Meal Breaks for Certain Switch Attendants Who are Continuous Shift Workers or Sole Operators
C35	Uniforms for Administrative Staff
	Workplace Bullying and Harassment
F3	Access to Employees Record
E12	Grievance Resolution and EB Grievance Settling and Industrial Disputes
F4	Union Encouragement Guidelines
C36	Commencing Rates Administrative Stream
C37	Advancement – Administrative Stream Level 1 to Level 2
B28	Higher Duties – District Health Services Employees Award and Public Service Award
B29	Job Evaluation – Positions covered by the Classification and Remuneration System
B30	Leave General - Wage Rate Payable for Leave and Termination Payment Immediately Following Periods of Higher Duties
C38	Leave - Long Service Leave – Entitlement, Conditions, Pay in Lieu, Cash Equivalent, Casuals, Home Helps, Part-Time and Termination Pay
C39	Industrial Relations Education Leave
C40	Special Leave Without Salary to Undertake Work with Relevant Union
C26	Parental Leave – including spousal, maternity and adoption leave
C26	Spousal Leave (paid and unpaid) including paid pre-natal leave
	Maternity Leave (paid and unpaid) including paid pre-natal leave
	Adoption Leave (paid and unpaid) including paid pre-adoption leave

B31	Appointment of Permanent Relief Staff to Non-Relieving Positions – Administrative Stream
B32	Exemption from Open Merit for Positions Reclassified from AO2-AO3
C35	Administrative Stream Uniforms
G14	Targeted Training Allowance – Administrative Stream
I4	Compensation for Loss of or Damage to Private Property and Personal Effects of Health Service District Employees and for Damage to Visitor’s Vehicles
B12	Use of Volunteers
C36	Commencing Rates – Administrative Stream
C37	Advancement – Administrative Stream – Level 1 to Level 2
B28	Higher Duties – District Health Services Employees Award & Public Service Award
B33	In House Relief Process for Administrative Staff at classification AO3 and above
B34	Administrative Stream Relief Pools - Guidelines

SCHEDULE 3

Queensland Health Variable Working Hours Arrangement

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1.1 Title of Arrangement

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

1.2 Application of the Arrangement

These arrangements apply to:

All permanent and temporary, full-time and eligible part-time employees engaged under the *Queensland Public Service Award - State*, who are employed by the Queensland Department of Health.

All permanent and temporary, full-time and eligible part-time administrative, professional and technical employees engaged under *District Health Services Employees' Award – State*. Application of this arrangement to employees engaged in the Professional and Technical streams is at the discretion of management (Refer to Circular 73/06).

- a. Where determined by management that operational and client services requirements do not allow the application of these arrangements to Professional and Technical employees, existing hours of work provisions will continue to apply (eg. 19 day month, etc).
- b. In accordance with Circular 5/95, administrative staff, home care co-ordinators and assistant home care co-ordinators are subject to these arrangements, except where the employee, due to lack of access to full day/s off, elects to change to a standard accumulated day off (ADO) arrangements (eg. 19 day month).

These arrangements do not apply to:

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

1.3 Policy

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

PART 2 - DEFINITIONS

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

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

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

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

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

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

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

- a. Fill in spaces on a roster
- b. Replace employees absent on leave or accrued or rostered days off; or
- c. Cover peak workload periods or client service requirements at specific times

Flexible Work Arrangements include, but are not limited to, job sharing, extra leave for proportionate salary and parental leave.

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

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

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

Standard Day for *District Health Services Employees' Award – State* employees, standard hours are 7 hours 36 minutes to be worked during the spread of hours.

For *Queensland Public Service Award - State* employees, the standard hours are 7 hours and 15 minutes.

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

PART 3 – TERMS AND CONDITIONS OF EMPLOYMENT

3.1 Working Arrangements

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

3.2 Consultation

When considering the application of the variable working arrangements, managers should undertake genuine consultation with staff and where possible apply the arrangements by agreement with the majority of staff affected.

Managers are responsible for implementing variable working hours arrangements appropriate to operational requirements and cost effectiveness. Normal operating hours are to be established to meet client needs, in a way which does not limit the entitlement for employees to be able to access accrued time/day(s) off within a work cycle.

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

3.3 Failure to Comply

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

3.4 Hours of Duty

As per the relevant award

3.5 Time Recording and Calculation

- (1) Employees covered by this arrangement must maintain time sheets to record actual times of commencement and cessation of duty, accrued time off or leave taken.

- (2) Time sheets will be accessible to employees and must be kept in locations within the supervisor's view, where practicable.
- (3) Supervisors should sign all time sheets at the end of each settlement period, ensuring all the sheets have been completed and the balance of credits or debits brought forward, and to certify that the provisions of this arrangement have been complied with.

3.6 Accrued Credit and Debit Time

- (1) Accrued time is authorised time worked in excess of a standard day up to a maximum of;
 - 9 hours total work in any one day for *District Health Services Employees' Award – State employees'*; and
 - 9 hours 30 minutes total work in any one day for *Queensland Public Service Award - State employees'*.
- (2) Employees will be entitled to carry over accrued credit time or debit time from one working day to the next and from one settlement period to the commencement of the next settlement period and be added to credit time or debit time which accumulate during such period.
- (3) The maximum carryover for a full time employee will be 3 standard days credit time or 4 hours debit time.
 - a. The maximum carryover for a part-time employee will be calculated on a pro rata basis of appointed part-time hours from 3 standard days credit time and 4 hours debit time.
 - b. If an employee does accumulate debit time in excess of four hours the employee and supervisor must establish a means to reduce to debit time as soon as practicably possible.
- (4) Carryover in excess of the prescribed maximum limit may be approved by the employer for an employee as a result of extenuating circumstances (eg. to meet a project deadline).

3.7 Employee Ceases Work

When an employee resigns, retires or is appointed to a department other than Queensland Health or a District Health Service where a different hours of work arrangement is utilised, or otherwise ceases duty, all reasonable attempts must be made to ensure the employee is provided with the opportunity to use available credit time and/or make up debit time, where possible.

Provided that any such employee shall receive compensation for a credit time existing at the time of such cessation of duty at ordinary time when such credit time can not be taken. An employee possessing a debit time at the time of cessation of duty will have a corresponding deduction made from their salary.

3.8 Accrued Time Off

- (1) An employee may be granted up to 3 standard days accrued time off during any settlement period and will be no less than 15 minutes on any one occasion where;
 - a. The employee has accumulated an equivalent amount of credit at the commencement of the day upon which the period of accrued time off is required; and
 - b. Prior approval of the supervisor has been obtained.
- (2) Where 4 or more hours accrued time off is to be taken such requests must be submitted to the supervisor with at least 24 hours notice.

3.9 Grievance Procedure

Grievances can be lodged in accordance with the established grievance procedure, but employees must comply with managers directions until the grievance is resolved (refer HR Policy E12 Grievance Resolution) and the EB8 Grievance Settling and Industrial Dispute clause.

SCHEDULE 4 – DENTAL OFFICER SPECIFIC PROVISIONS

S4.1 Maintenance of Dental Officer Entitlements

The following provisions have application to dental officers, where applicable.

S4.1.1 Rural Incentive Scheme for Dentists

The Rural Incentive Scheme for dentist rates are as stated below, except where a variation may occur under clause S4.2.

Zone 1 - 7.5% allowance of employee's base salary.

Zone 2 - 15% allowance of employee's base salary.

Zone 3 - 30% allowance of employee's base salary.

S4.1.2 On-call Arrangements, Including Fatigue Leave

The level PO3.4 is used for the purpose of calculating the on-call allowance. The same percentage rates as stated in the *District Health Services Employees' Award – State 2003* will continue to apply.

S4.2 Rural and Remote

Rural and remote issues currently being investigated by the whole of Queensland Health review will involve consultation with the relevant unions representing dental officer employees. If any changes to rural and remote allowances and/or benefits are implemented during the life of the agreement, no dental stream employee currently receiving a rural and remote allowance and/or benefit will be worse off.

S4.3 Student Clinical Education Allowance

A Student Clinical Education Allowance of \$10 per day (to a maximum of \$100 per fortnight) will be paid to dental stream employees who are:

- (a) designated to provide clinical education of undergraduate or graduate entry student(s); and
- (b) work in the dentistry disciplines:

Only one employee can receive the Student Clinical Education Allowance for providing clinical education for any one student each day. This employee would be the designated educator for that day in accordance with clause 15.2(a) of this agreement.

The Student Clinical Education Allowance is available for employees who provide clinical education for student(s) from entry level educational institutions in other States and Territories only where there is no entry level educational institution in Queensland for that discipline.

Employees who are employed as clinical educators, or who provide clinical education for students who are employees of Queensland Health, are not eligible for the Student Clinical Education Allowance.

Approval for payment of the Student Clinical Education Allowance will be in accordance with HR Policy C15 as amended or replaced from time to time.

S4.4 Professional Development Allowance

Permanent dental officers, excluding dental specialists, are entitled to the following Professional Development Allowance:

- (a) \$2,000 per annum for Category A employees (as identified in HR Policy C15);
- (b) \$2,500 per annum for Category B employees (as identified in HR Policy C15); and
- (c) \$1,500 per annum for all other employees.

The Professional Development Allowance will be paid directly into an employee's fortnightly salary as part of normal salary and included in gross earnings before tax. Payment is made during periods of paid leave, but is

not to be included when calculating leave loading, penalty rates or overtime. The allowance is not included for the calculation of superannuation.

Permanent part-time employees working at least 15.2 hours per fortnight are entitled to Professional Development Allowance on a pro-rata basis.

Employees who receive the Professional Development Allowance will continue to receive an amount at least equal to the current amount for their current Category despite any future changes to categories.

S4.5 Professional Development Leave

Permanent dental officers, excluding dental specialists, are entitled to 3 days Professional Development Leave per annum to attend professional development sessions. Professional Development Leave will accrue for up to two years.

In addition to the Professional Development Leave, reasonable travel time associated with accessing the Professional Development Leave will be treated as paid work time (rostered hours) on the basis of no more than 8 hours single time for each day of travel.

Permanent part-time employees working at least 15.2 hours per fortnight are entitled to Professional Development Leave on a pro-rata basis.

Despite anything in this clause, HR Policy C50 Seminar and Conference Leave – Within and Outside Australia as amended or replaced from time to time still applies.

S4.6 Work/Life Balance

Queensland Health recognises the need for productive and responsive workplaces to deliver quality services. Queensland Health's employment policies aim to enhance efficiency and effectiveness by selecting and retaining staff from the widest available pool of talent and developing a staff profile that more accurately reflects the profile of the Queensland community.

Queensland Health values the contribution of workers with family responsibilities to the delivery of quality services. Queensland Health is committed to the development and implementation of more flexible working arrangements and conditions to enable workers with family responsibilities to balance their work and family commitments.

Giving due consideration to all relevant matters (including service delivery), dental stream employees have access to a number of existing 'work/life balance' friendly provisions:

- part-time work arrangements;
- job sharing;
- variable start and finish times;
- leave without pay (LWOP); and
- time off in lieu (TOIL).

Further details of these provisions can be found in the HR Policies section of the Human Resources Branch website.

S4.7 Commitment to Training

Queensland Health is committed to the ongoing training of the dental officers in order to maintain current best practice, employee satisfaction and high levels of patient safety.

SCHEDULE 5 - MAINTENANCE OF PO/TO ENTITLEMENTS**11.3.1 Rural Allowance**

Professional and technical employees permanently located in the Districts/locations identified in the table below will be paid a rural allowance as follows:

Category A staff will be paid \$60.00 per week, Category B staff will be paid \$100.00 per week.

The allowance is not an all purpose allowance.

Payment of the allowance will be paid on a pro rata basis to part time and casual employees.

11.3.2 Professional Development Incentive Package

This package will entitle each permanent professional, technical stream employees access to funding for professional development.

The package is applicable to all permanent full-time and part-time (minimum engagement 16 hours per fortnight) professional and technical stream employees.

All employees except those working in areas listed in table one can access \$600 per annum for approved professional development activities.

Employees working in areas identified as Category A in the table below can access \$1000 per annum for approved professional development activities.

Employees working in areas identified as Category B in the table below can access \$1500 per annum for approved professional development activities.

At the end of each year, staff will be eligible to receive a cash payment of any funds accrued, which have not been utilised for professional development purposes.

The abovementioned entitlements can be accrued to a maximum of 3 years.

Leave to access professional development activities will continue as per current public sector entitlements.

11.3.3 Table One

Category A		Category B
Banana HSD	North Burnett HSD	Cape York HSD
Bowen HSD	Northern Downs HSD	Central West HSD
Central Highlands HSD	Roma HSD	Charleville HSD
Charters Towers HSD	South Burnett HSD	Mt Isa HSD
Innisfail HSD	Southern Downs HSD	Torres HSD
Moranbah HSD	Tablelands HSD	
Eligible Facilities		
Proserpine	Ingham	Richmond
Cooktown	Mosman	Hughenden

SIGNATORIES

Signed for and on behalf of Queensland Department of Health..... Dr Anthony O'Connell
In the presence of Allison Costa

Signed for and on behalf of Health Quality and Complaints Commission Cheryl Herbert
In the presence of Sharlayne Adams

Signed for and on behalf of the Office of Health Practitioner Registration Boards Michael Dewy-Geroe
In the presence of Helen Davey

Signed for and on behalf of United Voice, Industrial Union of Employees, Queensland Gary Bullock
In the presence of:..... Fiona Scalon

Signed for and on behalf of Together Queensland, Industrial Union of Employees Alexander Scott
In the presence of:..... Heather Hayes

Signed for and on behalf of The Australian Workers' Union of Employees, Queensland William Ludwig
In the presence of:..... Elaine Martin

Signed for and on behalf of the Queensland Services, Industrial Union of Employees Katherine Nelson
In the presence of:..... Jane Grey

Signed for and on behalf of the Transport Workers' Union of Employees
(Queensland Branch) Peter Biagini
In the presence of:..... Margarita Cerrato

Signed for and on behalf of the Queensland Nurses' Union of Employees Elisabeth Mohle
In the presence of:..... Mark Dougherty