

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

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

**State of Queensland (Queensland Health)**

AND

**Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland**

**Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland**

**The Electrical Trades Union of Employees Queensland**

**Plumbers and Gasfitters Employees' Union Queensland, Union of Employees**

*(Matter No. CB/2023/54)*

**QUEENSLAND HEALTH BUILDING, ENGINEERING & MAINTENANCE  
SERVICES CERTIFIED AGREEMENT (No. 8) 2022**

**Certificate of Approval**

On 15 June 2023, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016 (Qld)*:

**Name of Agreement:** **QUEENSLAND HEALTH BUILDING, ENGINEERING & MAINTENANCE SERVICES CERTIFIED AGREEMENT (No. 8) 2022**

**Parties to the Agreement:**

- State of Queensland (Queensland Health)
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland
- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
- The Electrical Trades Union of Employees Queensland
- Plumbers and Gasfitters Employees' Union Queensland, Union of Employees

**Operative Date:** 15 June 2023

**Nominal Expiry Date:** 31 August 2025

**Previous Agreement:** *Queensland Health Building, Engineering & Maintenance Services Certified Agreement (No. 7) 2019*

**Termination Date of  
Previous Agreement:** 15 June 2023

By the Commission

C.M. HARTIGAN  
Deputy President  
15 June 2023

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Industrial Relations Act 2016

State of Queensland (Queensland Health)

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Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;  
Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland; The Electrical Trades Union of  
Employees Queensland; Plumbers & Gasfitters Employees' Union Queensland, Union of Employees.

(No. CB/2023/54)

**QUEENSLAND HEALTH BUILDING, ENGINEERING & MAINTENANCE SERVICES CERTIFIED  
AGREEMENT (No.8) 2022.**

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## PART 1 - PRELIMINARY MATTERS

### 1.1 Title

- 1.1.1 This Agreement shall be known as the *Queensland Health Building, Engineering & Maintenance Services Certified Agreement (No.8) 2022 (BEMS8)*.

### 1.2 Definitions

- 1.2.1 In this Agreement, the following definitions are used:

**IR Act** means the *Industrial Relations Act 2016*.

**Afternoon shift** means any shift finishing after 6.00pm and at or before midnight or where the majority of hours fall between those hours.

**Award** means the *Building, Engineering and Maintenance Services Employees (Queensland Government) Award – State 2016*

**Building construction** means the demolition of buildings, the construction of new buildings, the construction of additions to existing buildings, and the necessary alterations of existing buildings, to make them conform to any new additions.

A **casual employee** shall mean an employee, other than a part-time employee as defined herein, who is engaged as such and is paid on an hourly basis to work generally for less than the ordinary weekly working hours of a full-time employee.

**Continuous shift work** shall mean work that is done by employees where the hours of work are regularly rotated in accordance with a shift roster covering a 24 hour per day operation over a seven day week.

**Corrective maintenance** means action performed as a result of failure, to restore an item or asset to its pre-determined condition, as far as practicable. Corrective maintenance is also known as repair or unplanned maintenance.

**Day shift** shall mean any shift other than an afternoon or night shift.

**Day work** shall mean work performed other than upon a shift work basis within the ordinary span of hours.

**Department** means Queensland Health and includes the work areas/units of employees covered by this Agreement.

**Double rates** shall mean one time extra above the rate which would normally be payable.

**Employer** means the Chief Executive (Director-General), Queensland Health in their capacity as the employer of employees covered by this Agreement.

**HCF** means Health Consultative Forum.

**HHS** means a Hospital and Health service established in accordance with the *Hospital and Health Boards Act 2011*.

**HR Policies** means Department of Health human resource policies.

**Preserved HR Policies** means those HR policies included in Schedule 3 of this Agreement.

**Leading Hand Plumber** shall mean an employee who has one or more employees under their control or where the employer is not a licenced plumber, the plumber in charge of the work shall be deemed to be the leading hand appointed as such by the employer to be in charge of the work of other employees.

**Leading Hand** (other than a Leading Hand Plumber) shall mean an employee who is appointed as such by the employer to be in charge of the work of other employees.

**Major works** means new infrastructure development, major refurbishment and/or major equipment purchase managed by Capital Works Branch.

**Minor works** means refurbishment, renovation or modernisation of buildings, plant or equipment initiated and managed by a HHS.

**Night shift** means any shift finishing subsequent to midnight and at or before 8.00 am or where the majority of hours fall between those hours.

A **part-time employee** means a weekly employee, other than a casual employee as defined herein, who is engaged to work for a regular number of hours per week and whose ordinary daily working hours are worked continuously, excluding meal breaks. This is provided that the weekly total of such hours shall always be less than the ordinary weekly working hours of a full-time employee.

**Planned maintenance** means actions that occur mostly on a predictable basis, including preventative service maintenance, condition-based maintenance and statutory maintenance as defined in the Maintenance Management Framework.

**QIRC** means the Queensland Industrial Relations Commission.

**Regular workplace** shall mean the place of work regarded as the employees' headquarters and to which the employee reports to, to perform work on a regular basis rather than in emergent circumstances. A regular workplace may be changed through rotation within an Area Building and Maintenance Service.

**Shift work** shall mean ordinary hours work done by separate relays of employees working recognised hours, proceeding, during or following the ordinary working hours of day workers.

A **temporary health service employee** means a weekly employee who is engaged for a specific period of time or for a specific task or tasks.

A **trade coordinator** shall mean an employee appointed as such by the employer to be in charge of the work performance and outcomes of their work teams. This term is further defined in Schedule 2.

**Union/s** means Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland, or Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland, or The Electrical Trades Union of Employees Queensland, or Plumbers & Gasfitters Employees' Union Queensland, Union of Employees.

### 1.3 Parties Bound

1.3.1 The parties to this agreement are:

- (a) State of Queensland, represented through Queensland Health
- (b) Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees Queensland;
- (c) Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
- (d) The Electrical Trades Union of Employees Queensland; and
- (e) Plumbers & Gasfitters Employees' Union Queensland, Union of Employees.

### 1.4 Application

1.4.1 This Agreement will apply to:

- (a) the employer party to this Agreement listed in clause 1.3 and its employees for whom classifications and rates of pay are prescribed.

- (b) For the avoidance of doubt, this agreement will not apply to ‘service officers’ employed under the *Ambulance Service Act 1991*.

## **1.5 Date and Period of Operation**

- 1.5.1 This Agreement will operate from date of certification and will have a nominal expiry date of 31 August 2025.
- 1.5.2 The entitlements in this Agreement will be operative from the date of certification unless otherwise specified in this Agreement.

## **1.6 Renewal or Replacement Agreement**

- 1.6.1 The parties to this Agreement shall commence discussions in good faith six months prior to the nominal expiry date of this Agreement.
- 1.6.2 The *Queensland Health Building, Engineering & Maintenance Services Certified Agreement (No.7) 2019* (BEMS7) is to be terminated upon certification of *Queensland Health Building, Engineering & Maintenance Services Certified Agreement (No.8) 2022* (BEMS8).

## **1.7 Relationship with Awards and other Industrial Agreements**

- 1.7.1 The Agreement is to be read in conjunction with the *Building, Engineering and Maintenance Services Employees (Queensland Government) Award - State 2016* or any consent Award successor or replacement.
- 1.7.2 Where there is any inconsistency between this Agreement and the relevant award *Building, Engineering and Maintenance Services Employees (Queensland Government) Award - State 2016* the terms of this Agreement will apply to the extent of any inconsistency.

## **1.8 Purpose and Objectives of the Agreement**

- 1.8.1 The purpose of this Agreement is to establish a common framework for the employment of Building, Engineering and Maintenance Services employees. This framework will form a key component in the overall strategy for developing and maintaining responsive, flexible, efficient and effective Building, Engineering and Maintenance Services.
- 1.8.2 The parties to this Agreement are committed to the following objectives:
- (a) maintaining and improving the public health system to serve the needs of the Queensland community;
  - (b) maintenance of a stable industrial relations environment;
  - (c) continuous improvement and promotion of work health and safety;
  - (d) improvement and maintenance of quality health services;
  - (e) a joint approach to a future reform program to identify and implement more flexible and efficient industrial arrangements;
  - (f) collectively striving to achieve quality outcomes for patients;
  - (g) maximising permanent employment including conversion of non-permanent employees;
  - (h) employment security;
  - (i) attraction and retention of employees to meet health service demands;
  - (j) achieving a skilled, motivated and adaptable workforce;
  - (k) improving gender equity; and



- (l) 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.

## **1.9 Posting of the Agreement**

1.9.1 A copy of this Agreement shall be exhibited so as to be easily read by all employees:

- (a) in a conspicuous and convenient place at each facility; and
- (b) on the Queensland Health intranet and internet site.

## **1.10 ILO Conventions**

1.10.1 The employer accepts obligations made under international labour standards.

1.10.2 The employer will support employment policies, which take account of:

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

1.10.3 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.

## **1.11 Dispute Resolution Process**

1.11.1 The parties will use their best endeavours to co-operate in order to avoid grievances arising between the parties.. The emphasis will be on finding a resolution 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. Where appropriate and practical, the parties will attempt to resolve any disputes informally prior to referring the dispute to the QIRC.

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

- (a) When an issue is identified at the local level by an accredited union representative, the employee/s concerned, or a management representative, an initial discussion should take place at this level. This process shall take no longer than seven days.
- (b) 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 Human Resources Branch, Department of Health, for resolution. This Stage shall take no longer than 10 days. If the matter is resolved at this stage, it will be noted at the next Building, Engineering and Maintenance Services State Bargaining Unit (BEMS SBU).
- (c) If the matter cannot be resolved, then either party may refer the matter to the BEMS SBU. Where the BEMS SBU forms an agreed view on the resolution of the grievance, this is the position that must be accepted and implemented by the parties and shall be given effect by the Chief Executive. Either party may refer the matter directly to the QIRC, without reference to the SBU, if they believe it will assist in resolving the matter more expeditiously.
- (d) The status quo prior to the existence of the grievance or dispute is to continue while this procedure is being followed.

- (e) Where a bona fide safety issue is involved the employer shall ensure that:
  - (i) The employee shall not work in an unsafe environment. Where appropriate the employee shall accept reassignment to alternative suitable work/work environment in the meantime; and
  - (ii) The employer/management in conjunction with the Work Health and Safety Committee will promptly ensure that the problem(s) is/are resolved having regard to work health and safety standards.
  - (iii) Provided that maintenance of the status quo shall not apply in an unsafe environment.
- (f) If the matter identified in sub-clause 1.11.2(c) remains unresolved then either party may refer the matter to the QIRC.

1.11.3 For all grievances other than those matters relating to the interpretation, application or operation of this Agreement, the employee shall have the option of either applying the provisions contained within the relevant Award or the provisions contained in *HR Policy E12 Individual employee grievances*.

1.11.4 In relation to industrial disputes, the normal range of options available in legislation is available to parties especially if service delivery is threatened.

1.11.5 For the purposes of this clause status quo shall mean:

- (a) Whilst the grievance is being followed, work shall 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. No party shall be prejudiced as to the final settlement by this clause.
- (b) Without limiting an employee's right to pursue a grievance, no party shall use the grievance procedure to prevent the introduction of the outcomes of organisational change or restructuring or to limit matters agreed between the parties in accordance with award provisions.

## **1.12 HR Policy Preservation**

1.12.1 The parties agree that certain matters that apply to employees covered by this Agreement will be preserved and incorporated as terms of this Agreement and contained within Schedule 3 of this Agreement.

1.12.2 The matters contained within Schedule 3 as they apply to employees covered by this Agreement cannot be amended unless agreed by the parties. If matters are amended, the matters will be incorporated as a term of this Agreement.

1.12.3 Parties agree Schedule 3 and the matters contained within will be reviewed over the life of the Agreement to review such policies within 12 months of certification. This does not include those preserved human resource (HR) policies which had reviews completed during the life of BEMS7, except where agreed between the parties or where amendments may be required due to other industrial changes. As each preserved HR policy is reviewed, each policy shall cover all employer parties to the Agreement unless agreed by the parties.

1.12.4 It is further agreed that any increases in monetary amounts as a result of QIRC decisions, government policy, or directives under the *Hospital and Health Boards Act 2011* (or any replacement legislation) shall be applied.

## **1.13 HR Policy Review**

1.13.1 *HR Policy C13 Payment of salary and wages and payroll deductions* will be reviewed within six months of certification of this agreement.

1.13.2 *HR Policy B51 Building Engineering and Maintenance Services (BEMS) employees reclassification process* will be reviewed within six months of certification.

## 1.14 Gender Equity

- 1.14.1 This Agreement satisfies the requirement under the IR Act that the employer has implemented, will implement or is implementing equal remuneration for work of equal or comparable value in relation to the employees covered by this Agreement.
- 1.14.2 The employer is committed to meet their obligations in terms of gender equity as provided for in legislation, regulation and directives.
- 1.14.3 BEMS SBU agree to investigate ways in which employees who are secondary caregivers/spouses can be encouraged and supported in taking a greater role in caring responsibilities, such as parental leave, part-time work and flexible work.
- 1.14.4 The BEMS SBU agree to explore ways to increase the gender diversity of people in entering apprenticeships and roles within building, engineering and maintenance services.
- 1.14.5 The BEMS SBU agree to investigate ways in which further efforts can be made to increase gender diversity across all classification levels covered by this agreement.

## PART 2 - WAGE AND SALARY RELATED MATTERS

### 2.1 Classification Structure

- 2.1.1 The following classification structure applies:

Level	Pay Point	Equivalent to	Category of Employee
Trade Assistant	1	HBEA13	
<b>Barrier</b>			
Trade Assistant	1	HBEA12	Building and Maintenance Services Assistant (including all existing Trades Assistants and Labourers who apply for reclassification).
<b>Barrier</b>			
Trade Assistant	1	HBEA11	Building and Maintenance Services Officer (including BEMS Assistants reclassified from HBEA12 and Licensed Operators or Equipment).
<b>Barrier</b>			
Engine Drivers (ED)	1		Special Class Engine Driver
<b>Barrier (Tradesperson)</b>			
HBEA10	1	HBEA10	Tradesperson
<b>Barrier 12 points (Licensed Trades start point)</b>			
HBEA9	1	HBEA9	Advanced Tradesperson
<b>Barrier 24 points</b>			
HBEA8	1	HBEA8	Special Class Tradesperson
<b>Barrier 36 points</b>			
HBEA7	1	HBEA7	Advanced Special Class Tradesperson
<b>Barrier 48 points</b>			
HBEA6	1	HBEA6	Specialist Trade Technician
<b>Barrier 72 points</b>			
HBEA5	1	HBEA5	
<b>Barrier (to be finalised)</b>			
HBEA4	1	HBEA4	
<b>Barrier (to be finalised)</b>			
HBEA3	1	HBEA3	

2.1.2 "General principles" of the reclassification structure are as follows:

- (a) Building, Engineering and Maintenance Service (BEMS) employees will participate in a standard performance appraisal and development (PAD) plan.
- (b) To access any remaining pay points, existing employees must serve 12 months on their current pay point and achieve a satisfactory PAD for that period. Progression to a higher level based on the possession of necessary point will be available at any time.
- (c) A licensed tradesperson will commence at 105% or HBEA9 as a minimum.
- (d) To progress from HBEA6 to HBEA5 (72 points) the employee will receive the same level of assistance as any other employee to progress to a higher classification level.
- (e) Where an employee possesses the points necessary to move to a higher level, they will commence on the first pay point of that level, unless they have already spent 12 months on that pay rate – time spent on that pay rate will be recognised towards the next increment.
- (f) A licence will be equivalent to 5% (12 points).

## 2.2 Classification Definitions

2.2.1 Generic level statements for all classification levels are prescribed in Schedule 2 of this Agreement.

2.2.2 These generic level statements reflect the degree of complexity and responsibility of duties, skills and knowledge from the lowest to the highest classification level. The purpose of the generic level statements is to provide an indication as to the classification level appropriate to any packaging of duties.

## 2.3 Wages

2.3.1 The wage rates for employees covered by this Agreement are provided for in Schedule 1 of this Agreement and shall apply in relation to the classification structure outlined in clause 2.1.

2.3.2 The wage rates are inclusive of remaining over award payments as at May 1995, including service incremental payments, all-purpose allowance (skills-based), tradesperson allowance (skills-based), and the equivalent of the special all-purpose allowance (disability payments). In view of this, the wage rates include compensation for wet or hot work, confined space, dirt money, repair work, battery work, extraordinary conditions, sulphuric acid, machinery repair, cleaning flues, compensation for insulation work, labourers mixing wet concrete or compo, plasterers top-dressing floors, work in excessive heat, ammonia or noxious gas fumes or fumes of sulphur or acid or other offensive fumes, explosive power tools, obnoxious or toxic substances and underpinning.

2.3.3 A separate over award payment of \$16.10 per week shall be paid to those employees covered by the *Building, Engineering and Maintenance Services Employees (Queensland Government) Award - State 2016* working in metropolitan hospitals who were, as at 30 April 1995, in receipt of the building trades employees of public hospitals allowance (disability payments) of \$9.20 per week and the fares and travelling allowance of \$35.10 per week. This payment is in lieu of the special all-purpose allowance of \$26.00 per week, paid in other public hospital facilities, and will be retained as long as the employee remains in continuous employment as a Tradesperson. Employees commencing after 1 May 1995 shall not be eligible for this payment.

2.3.4 The all-purpose over-award payment of \$16.10 per week will be offset before any additional payment for any legitimate claim for a travelling allowance is made under this Agreement.

## 2.4 Wage Increases

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

- (a) 4 per cent from 1 September 2022;

- (b) 4 per cent from 1 September 2023; and
- (c) 3 per cent from 1 September 2024.

- 2.4.2 Wage increases provided in this Agreement are not dependent upon performance against benchmarks or other performance measures.
- 2.4.3 However, the parties are committed to ensuring the delivery of high-quality services to the Queensland community.
- 2.4.4 It is the intention of the parties that the first pay increase of any subsequent agreement will apply from midnight on 31 August 2022.

## **2.5 Award Maintenance and Minimum Wage Adjustment**

- 2.5.1 The QIRC State Wage Case increases awarded during 2022 and the period up to, and including, the nominal expiry date of this Agreement shall be absorbed into the wage increases provided by clause 2.4.1 of this Agreement, subject to clause 2.5.
- 2.5.2 It is a term of this Agreement that any QIRC State Wage Case increase will be compared with the increases prescribed under clause 2.4.1 of this Agreement.
- 2.5.3 Provided that any annual State Wage Case increase which would provide a higher overall annual wage increase than those prescribed in clause 2.4.1, this increase would be applied from the operative date of the State Wage Case increase.
- 2.5.4 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.

## **2.6 Superannuation**

- 2.6.1 Superannuation contributions will be made to a fund of the employee's choice, provided the chosen fund is a complying superannuation fund that will accept contributions from the employer and the employee.
- 2.6.2 Where an employee has not chosen a fund in accordance with clause 2.6.1 above, the employer must make superannuation contributions for the employee (including salary packaging contributions) to the Government Division of Australian Retirement Trust (known as QSuper).
- 2.6.3 The choice must be made in a form determined by the employer or in any standard form released by the Australian Taxation Office (ATO). The employer must implement the employee's choice for superannuation contributions made at any time after 28 days from the date the employee's choice is received.
- 2.6.4 The employer must contribute to a superannuation fund for an employee the greater of:
  - (a) the charge percentage prescribed in the *Superannuation Guarantee (Administration) Act 1992* (Cth) (SGAA Act), of the "ordinary time earnings" of the employee as defined in the SGAA Act; and
  - (b) the rate prescribed by regulation under section 23 of the *Superannuation (State Public Sector) Act 1990* or, in absence of a regulation, as prescribed under section 64 of the *Superannuation (State Public Sector) Act 1990*.

## **2.7 Salary Sacrificing/Packaging**

- 2.7.1 An employee may elect to salary packaging 50% of salary payable under this Agreement, and also where applicable the payments payable via the employer to the employee under the *Paid Parental Leave Act 2010* (Cth).
- 2.7.2 Despite clause 2.7.1, employees may salary package up to 100% of their salary for superannuation.

- 2.7.3 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 to ensure compliance with the salary packaging arrangements, subject to the relevant industrial legislation.
- 2.7.4 For the purposes of determining what remuneration may be packaged under this clause, 'Salary' means the salary payable under Schedule 1 to this Agreement, and also where applicable the payments payable via the employer to the employee under the *Paid Parental Leave Act 2010* (Cth).
- 2.7.5 Salary packaging arrangements will be made available to the following employees covered by this Agreement in accordance with Office of Industrial Relations (OIR) Circular C2-22 (Arrangements for Salary Packaging) and any other relevant OIR Circulars issued from time to time:
- (a) permanent full time and part time employees;
  - (b) fixed term temporary full time and part time employees; and
  - (c) long-term casual employees as determined by the IR Act.
- 2.7.6 Fringe Benefits Tax (FBT) Exemption Cap: The FBT exemption cap is a tax concession under the *Fringe Benefits Tax Assessment Act 1986* (Cth) for limited categories of employers. The FBT exemption cap is not an employee entitlement. The manner of the application of the FBT exemption cap is determined by the employer in accordance with the FBT legislation. Under the FBT legislation, to be eligible for the FBT exemption cap at the time fringe benefits are provided, the duties of the employment of an employee must be exclusively performed in, or in connection with, a public hospital or predominantly involved in connection with public ambulance services.
- 2.7.7 Where an employee who is ineligible for the FBT exemption cap packages benefits attracting FBT, the employee will be liable for such FBT.
- 2.7.8 Under the FBT legislation, the FBT exemption cap applies to all taxable fringe benefits provided by the employer, whether through the salary packaging arrangements or otherwise. Where an employee who is eligible for the FBT exemption cap packages 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 packaging arrangements. To remove any doubt, any benefits provided by the employer separate from the salary packaging arrangements take first priority in applying the FBT exemption cap.
- 2.7.9 Where the employee has elected to package a portion of the payable salary:
- (a) Subject to ATO requirements, the packaged portion will reduce the salary subject to appropriate tax withholding deductions by the amount packaged;
  - (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 packaging arrangements;
  - (c) Salary packaging 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 packaging arrangements.
- 2.7.10 The following principles will apply to employees who avail themselves of salary packaging:
- (a) No cost to the employer, either directly or indirectly;
  - (b) As part of the salary packaging 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;

- (c) There will be no additional increase in costs or to FBT payments made by the employer that would not otherwise be payable had the employee not engaged in salary packaging arrangements;
- (d) The employee may cancel any salary packaging arrangements by giving one month's notice of cancellation to the employer, and similarly the employer will give the employee one month's notice of termination;
- (e) Employees should obtain independent financial advice prior to taking up salary packaging arrangements; and
- (f) There will be no significant additional administrative workload or other ongoing costs to the employer.

## **2.8 Apprentices and Trainees**

2.8.1 Apprentices and trainees will be remunerated in accordance with the Order – Apprentices' and Trainees' Wages and Conditions (Queensland Government Departments and Certain Government Entities) (No. B1893 of 2000) or any successor industrial instrument or legislation. This Order shall apply with the following exceptions.

2.8.2 Calculation of rate of pay for all Building and Engineering apprentices:

- (a) The following formula is to be used to calculate the rate of pay for an apprentice:

(HBEA10 per fortnight rate - \$52.00) x (% as per year of Apprenticeship) + \$52.00 = Apprentice Rates

2.8.3 Increases to apprentice relativities for Year 1 and Year 2 will be effective from 1 September 2022:

- (a) Year 1 to increase from 40% of the trade rate to 55%; and
- (b) Year 2 to increase from 55% of the trade rate to 65%.

2.8.4 Adult apprentices – new employees

- (a) Where an adult person who is not an existing employee commences an apprenticeship, such person shall receive no less than an amount equivalent to the Queensland minimum wage.
- (b) An adult shall mean any person who is 21 years of age and over at the time of commencing the apprenticeship.
- (c) Various 'special' overtime rates for first and second-year apprentices will not apply to mature age apprentices.

2.8.5 Adult apprentices – existing employees

- (a) An existing employee shall mean a person who has been employed on a permanent basis in a calling or classification relevant to the BEMS for at least three months immediately prior to becoming an apprentice with that employer.
- (b) Existing employees may participate in apprenticeships. An existing employee shall not be required to serve any probationary period in relation to their contract of employment or for the purpose of the *Further Education & Training Act 2014*.
- (c) A trial period in accordance with Training Recognition Council policy may be set for the purpose of assessing the employee's suitability for training under an apprenticeship. Where an employee proves to be unsatisfactory for training under an apprenticeship, the person shall revert to employment at least equal in status to the classification held prior to the commencement of their apprenticeship.

- (d) Existing employees shall not suffer a reduction in their ordinary rate of pay by virtue of becoming an apprentice.
- (e) For existing employees whose apprenticeship is cancelled and whose employment continues, the employee shall revert to employment at least equal in status to the classification held prior to the commencement of their apprenticeship.
- (f) An existing employee shall maintain continuity of employment despite having entered into an apprenticeship.

#### 2.8.6 Tenure of apprentices

- (a) Permanently appointed BEMS officers and assistants (including labourers, trades assistants, engine drivers, and trimmers) successful in gaining an apprenticeship will retain their tenure and revert to their previous appointment and classification upon completion of their apprenticeship. Their appointment to a tradesperson's position will be dependent upon the existence of a vacancy and the application of merit.
- (b) The employment of all other apprentices will cease upon the completion of their apprenticeship. Their appointment to a tradesperson's position will be dependent upon the existence of a vacancy and the application of merit.

#### 2.8.7 Apprenticeship levels

- (a) The parties commit to working at a local level to identify avenues to increase the apprenticeship levels within facilities.
- (b) This will include consideration of issues such as the capacity to provide the full range of competencies required for the completion of the apprenticeship and the necessary supervision.
- (c) The Department and HHS commit to maintaining a minimum of forty apprentices over the life of the agreement.
- (d) As an equal opportunity employer, these apprentice appointments will occur in accordance with diversity and inclusion principles at locations where there is sufficient work and facilities to train the apprentice. The Building, Engineering and Maintenance Services State Bargaining Unit (BEMS SBU) will receive quarterly reports on the progress of the engagements.

## 2.9 Allowances

#### 2.9.1 Leading Hand Allowance

- (a) An employee, other than a plumber, appointed to be in charge of all other employees shall be paid the undermentioned additional amounts according to the number of persons in their charge:

<b>Leading Hand Allowance</b>	<b>Per day as from 1 September 2022</b>	<b>Per day as from 1 September 2023</b>	<b>Per day as from 1 September 2024</b>
In charge of not more than 1 person	\$4.78	\$4.97	\$5.12
In charge of 2 and not more than 5 persons	\$10.55	\$10.97	\$11.30
In charge of 6 and not more than 10 persons	\$13.42	\$13.96	\$14.37
In charge of more than 10 persons	\$17.92	\$18.63	\$19.19

- (b) A "leading hand plumber" shall mean a qualified plumber who has one or more employees under their control and shall be paid the undermentioned amount according to the number of persons in their charge:



Leading Hand Plumber Allowance	Per day as from 1 September 2022	Per day as from 1 September 2023	Per day as from 1 September 2024
In charge of less than 2 persons	\$7.84	\$8.15	\$8.40
In charge of 2 and not more than 4 persons	\$11.22	\$11.66	\$12.01
In charge of more than 4 persons	\$15.80	\$16.43	\$16.92

- (c) Where the employer is not a licensed plumber, the plumber in charge of the work shall be deemed to be a leading hand plumber and shall be entitled to the payments outlined in (b) above.
- (d) Leading hand allowances referred to in (a) and (b) above shall be taken into consideration in the computation of overtime, payment for annual leave, sick leave, statutory holidays, and weekend work.
- (e) All employees required to undertake the full responsibility of either a Leading Hand or Trade Coordinator for one day or more they will be paid higher duties for all time so certified.
- (f) Leading hands and trade coordinators will not be automatically backfilled on their rostered days off unless this is necessary for legislative or operational reasons.
- (g) This allowance will be recognised for superannuable purposes in compliance with QSuper criteria for recognition.

#### 2.9.2 Live Sewer Allowance

- (a) All employees required to undertake live sewer work shall be paid at the rate of time and one-half for such work for a minimum of one hours work for each time the employee performs such duties. Provided that should the employee be required to again undertake live sewer work within that one-hour period, no further minimum payment shall apply. For the purposes of this clause, the following definitions apply:
- (b) **Live sewer work** – shall mean work carried out in situations where there is a direct aerial connection with a sewer or septic tank where sewage is present. Where aerial connections with such sewer are blocked by a disc, plug, water seal or other means, the live sewer rate shall not apply. Live sewer work allowance also applies in circumstance where an employee comes into personal or aerial contact with live sewage whilst conducting maintenance or repair work on pan sanitisers and other equipment contaminated with sewage.
- (c) **Sewage** – the used water supply of a community. The term includes blood, faecal matter, urine, household slops and polluted waters.
- (d) The allowance of time and a quarter for work under unpleasant conditions as prescribed by clause 13.42 of the *Building, Engineering and Maintenance Services Employees (Queensland Government) Award - State 2016* continues to apply where an employee is required to clean covered drains or septic tanks.

#### 2.9.3 On-call Allowances

- (a) For the purpose of this clause, an on-call employee shall mean an employee who, outside ordinary working hours, is required to make themselves available at all times to perform call back work.
- (b) Employees rostered to be on-call for call back work outside of ordinary working hours shall be paid the following allowance when they are required to remain on-call.

On-Call Allowances	Per day from 1 September 2022	Per day from 1 September 2023	Per day from 1 September 2024
Weekday other than a Public Holiday	\$32.78	\$34.09	\$35.11
Saturday, Sunday and Public Holidays	\$49.17	\$51.14	\$52.67

- (c) Employees rostered to be on-call shall continue to have one day added to their annual leave for each public holiday on which they are required to remain on-call.
- (d) Payment when called out shall be as prescribed in clause 3.9, 3.10 and 3.11 of this Agreement. Overtime payment for plumbers called out for emergency work shall be calculated on the rate of remuneration prescribed for a leading hand plumber in clause 2.9.1 of this Agreement.

#### 2.9.4 Recall Entitlements

- (a) The following recall arrangements apply to recall from on-call and recall to duty generally.
- (b) Where an employee is recalled to perform work during an off duty period the employee shall be provided with transport to and from the employee's home or be refunded the cost of such transport.
- (c) Employees who are recalled to perform work shall:
  - (i) be paid \$12.19, on each occasion as compensation for fares and travelling expenses incurred therefore; or
  - (ii) be provided with transport to and from their home; or
  - (iii) be paid the motor vehicle allowance in accordance with clause 13.19 of the *Building, Engineering and Maintenance Services Employees (Queensland Government) Award - State 2016*.

The employee shall be given the option of one of the above.

#### 2.9.5 Mobile Devices

- (a) All employees, shall be provided with a suitable mobile device by the employer where it will assist in the performance of the duties of the employee.
- (b) HHS must implement the provision of suitable mobile devices for tradesperson within 12 months of certification.
- (c) An employee who elects to use their private device in lieu of the provided mobile device is not entitled to reimbursement.
- (d) Until an employee is provided with a mobile device by the employer, the employee will be entitled to a mobile device allowance paid at the rate of \$30 per fortnight.

#### 2.9.6 On Site Allowance

- (a) In addition to the rates and allowances otherwise prescribed by the Agreement (except as herein provided), an employee working on:
  - (i) Building construction work as defined in clause 1.2 of this Agreement; and
  - (ii) Works which are carried out under the direction of formal architectural plans and specifications which do not relate solely to the refurbishment of existing surfaces; or
  - (iii) Scaffolders erecting scaffold in excess of 2.4 metres in height;

shall be paid an allowance prescribed at clause 13.8(a) of *Building, Engineering and Maintenance Services Employees (Queensland Government) Award – State 2016*, to be calculated and paid as a daily rate to compensate for the following disabilities:

- climatic conditions when working in the open on all types of work;
  - the physical disadvantages of having to climb stairs or ladders;
  - dust blowing in the wind on building sites;
  - sloppy and muddy conditions associated with the initial stages of the erection of the building;
  - dirty conditions caused by the use of foam oil or from green timber;
  - the disability of working on all types of scaffolds other than a single plank swing scaffold or a bosun's chair;
  - the lack of the usual amenities associated with factory work (e.g. recreational facilities, sanitary convenience etc.);
  - drippings from newly poured concrete;
  - all other present disabilities not specifically compensated or allowed for by any other provisions of this Agreement.
- (b) Such allowance shall form part of the calculation of overtime payments, annual leave pay, and public holiday pay, sick pay and long service leave pay for when an employee is rostered to work in accordance with clause 2.9.6 (a)(i), (ii) or (iii).
- (c) The on-site allowance shall be adjusted from time to time with adjustments in the 'On Site' provisions as contained in the *Building, Engineering and Maintenance Services Employees (Queensland Government) Award - State 2016* clause 13.8 as from the applicable operative date.

#### 2.9.7 Tool Allowances

- (a) Tradespersons who are required by management to supply and use their own tools shall be paid a tool allowance in accordance with the following:

<b>Tools Allowance</b>	<b>Per week as from 1 September 2022</b>	<b>Per week as from 1 September 2023</b>	<b>Per week as from 1 September 2024</b>
All Trades persons	\$29.80	\$30.99	\$31.92

- (b) These allowances shall not be paid while employees are on annual leave.
- (c) During the term of an apprenticeship, an employer, in respect of each level of the apprenticeship program, shall supply each apprentice with tools of trade to the value of the applicable tool allowance for that period.

The supply of tools of trade for each level of the program shall be linked to the successful achievement of competence or time-based requirement where applicable.

Notwithstanding the above entitlement, supply of tools will occur no later than three months after the expiry of the probationary period and no later than three months into subsequent levels of the apprenticeship.

Supply of tools under this provision shall in all other respects be consistent with previous Orders and Decisions of the Queensland Industrial Relations Commission (QIRC). Stages nominated in these Orders and Decisions are to be equated to the levels nominated in these provisions, or any successor industrial instrument or legislation.

- (d) Where an employee is required to use tools for the purposes of work considered outside of their core trade, these tools will be provided by the employer.

#### 2.9.8 Trade Coordinator Allowance

- (a) A trade coordinator shall be paid an allowance equivalent to 20% of HBEA 6, in addition to their base rate of pay. The trade coordinator's allowance referred to in this clause shall be taken into consideration in the computation of overtime, payment for annual leave, sick leave, public holidays, weekend work and superannuation.

### 2.10 Attraction and Retention Allowance

- 2.10.1 The parties to this Agreement recognise the future challenge of attracting and retaining certain trades where a skills shortage of suitably qualified and skilled employees is being experienced by the Employer.
- 2.10.2 Employees classified as a qualified electrician under this Agreement will receive payment at the rate of \$625.00 per quarter, paid on a fortnightly basis.
- 2.10.3 All permanent full-time and permanent part-time qualified electrician employees will be eligible for this payment. Permanent part-time qualified electrician employees will receive the payment on a pro-rata basis.
- 2.10.4 Where there is considerable turnover or difficulty in attracting applicants to a non-electrician trade role, the employer may consider applying the allowance contained in clause 2.10.2.
- 2.10.5 Parties to this Agreement recognise that the allowance will only exist for the life of this Agreement and will not continue unless otherwise agreed during negotiations for a new Agreement.
- 2.10.6 Employees in receipt of the general principle – part 3 allowance outlined at clause 6.8.3 are not entitled to receive this allowance.

### 2.11 Testing and Tagging of Electrical Equipment Allowance – Trade Assistant

- 2.11.1 As an additional strategy aimed at addressing the skills shortage of suitably qualified electricians, planned/scheduled Testing and Tagging of electrical equipment can be undertaken by Trade Assistant (HBEA13 to HBEA11).
- 2.11.2 Where the employer requires Trade Assistant (HBEA13 to HBEA11) to undertake testing and tagging (which will not include testing and tagging of high voltage equipment) an allowance as outlined below will be made. This allowance shall not form part of the weekly wage and therefore not be considered an all-purpose payment.

Rate	As from 1 September 2022	As from 1 September 2023	As from 1 September 2024
Per Week	\$17.10	\$17.80	\$18.35
Per Day	\$3.42	\$3.56	\$3.67

- 2.11.3 Before undertaking any such work, Trade Assistant (HBEA13 to HBEA11) will be provided with the appropriate training imparted through an approved course and at the employer's expense.
- 2.11.4 This allowance applies for the term of this Agreement. The continued application of this allowance will be reviewed during negotiations for a replacement Agreement.

### 2.12 Mental Health Allowance

- 2.12.1 The Employer will administratively apply *Mental Health Allowance – Administrative Operational and BEMS Stream Employees HR Policy C29* and *Environmental Allowance – Mental Health High Security and Medium Secure Units HR Policy C30* to employees who meet the criteria.

## 2.13 Heavy Rigid Truck Driving Allowance

- 2.13.1 Employees and apprentices who hold a heavy rigid (HR), heavy combination (HC), or multi-combination (MC) licence and who drive a truck of six tonnes gross vehicle mass or greater will receive the “Heavy Rigid Licence Allowance”.
- 2.13.2 Employees and apprentices who drive a truck less than six tonnes gross vehicle mass which requires a light rigid (LR) licence will receive the “OO2 Truck Driver Industry Allowance”.
- 2.13.3 The allowances provided in clauses 2.13.1 and 2.13.2 are payable on hours worked including overtime where the driving time is one or more hours on any day.

Category	Per hour from 1 September 2022	Per hour from 1 September 2023	Per hour from 1 September 2024
Heavy Rigid Licence Allowance	\$1.09	\$1.13	\$1.17
OO2 Truck Driver Industry Allowance	\$0.76	\$0.79	\$0.81

## 2.14 Cost of Living Adjustment (COLA) Payments

### 2.14.1 Definitions

The following definitions apply for the purposes of the Cost-of-Living Adjustments (COLA) Payments clause:

**agreement year** – means one of the three 12 month periods from 1 September in one year to 31 August in the following year that includes a *calculation date*.

**base wages** – for an *eligible employee*, means the salary actually payable to the particular employee in the relevant *agreement year* for work covered by this Agreement and includes higher duties performed by the employee under this Agreement and includes the casual loading where applicable. It does not include any other allowances or additional payments howsoever described (such as: disability allowances or special rates, all-purpose allowances, overtime payments, shift penalties, weekend penalties, public holiday penalties, aggregated penalties or allowances, any payments of accrued leave where the leave is not taken; any payments for TOIL where the TOIL is not taken, COLA payments from previous periods, etc).

**calculation date** – means, either:

- 31 August 2023 (COLA Payment Year 1); or
- 31 August 2024 (COLA Payment Year 2); or
- 31 August 2025 (COLA Payment Year 3).

**COLA payment percentage** – see clause 2.14.3(b)

**CPI** – means the Brisbane Consumer Price Index (all groups, March quarter annual percentage change from the March quarter of the previous year), for the March that falls within the relevant *agreement year*, as published by the Australian Bureau of Statistics. Treasury will advise agencies of the CPI relevant to COLA considerations upon its release in each year.

**eligible employee** – see clause 2.14.2

**Queensland government employee** – means a person employed in a government entity, as defined in section 24 of the *Public Service Act 2008* as in force at 1 October 2022, and the entities specified at sections 24(2)(c), 24(2)(d) and 24(2)(h) of the *Public Service Act 2008*: the parliamentary service, the Governor’s official residence and its associated administrative unit, and the police service.

**wage increase under the Agreement** – means the wage increase of either 4%, 4% or 3%, as specified in clause 2.4.1 of this Agreement, that occurs at the commencement of an *agreement year*.

### 2.14.2 Eligibility

- (a) *Eligible employees* covered by this Agreement may be entitled to receive Cost of Living Adjustment (COLA) payments based on the *calculation dates*, for up to three years only, and ending for the *calculation date of 31 August 2025*.
- (b) An employee is an *eligible employee* if they performed work under this Agreement during a relevant *agreement year* and they are covered by this Agreement on the relevant *calculation date* for the associated COLA Payment.
- (c) In recognition of employee mobility across the sector, where an employee would otherwise be an *eligible employee* in accordance with clause 2.14.2 (b), but they are not covered by this Agreement on the relevant *calculation date* due to being employed elsewhere as a *Queensland government employee* on the *calculation date*, they will be deemed to be an *eligible employee* for the associated COLA Payment. To facilitate payment of the COLA Payment in this circumstance, the employee is required to provide relevant details of their eligibility to the relevant Queensland Health payroll team. Contact details are found on the Queensland Health Intranet on the Payroll and Rostering (PARIS) page.
- (d) *Example – an employee works for the first 3 months under this Agreement, during a relevant agreement year, then takes up employment with a different department. They remain employed with the new department as at the relevant calculation date under this Agreement. Provided the employee provides the required notice and details of their current employer (as specified above) which confirms that they are a Queensland government employee as at the calculation date, they will be an eligible employee for that particular COLA Payment.*
- (e) An employee who starts being covered by this Agreement after a *calculation date* is not eligible for the associated COLA Payment.
- (f) *Example – an employee starts being covered by the agreement on 17 September 2023. The employee is not eligible for COLA Payment Year 1.*
- (g) An *eligible employee* who did not perform work under this Agreement for the full *agreement year*, will receive a pro-rata COLA payment by reference to the *base wages* they received that was attributable to work under this Agreement.
- (h) *Example one – an eligible employee is employed and works for 5 months under this Agreement during a relevant agreement year. Their base wages for the agreement year will reflect the 5 months they worked.*
- (i) *Example two – an eligible employee is employed for 12 months under this Agreement during a relevant agreement year and in those 12 months, works for 6 months, takes 3 months leave at half pay and takes 3 months leave without pay, under this Agreement. Their base wages for the agreement year will reflect the 6 months they worked, 3 months where they earned half pay and 3 months where they earned no pay.*
- (j) *Example three – an employee is employed for 12 months under this Agreement during a relevant agreement year and in those 12 months, works for 6 months under this Agreement and is temporarily seconded and works for 6 months under a different Agreement. Their base wages for the agreement year will reflect 6 months they worked under this Agreement.*
- (k) An *eligible employee* who is casual or part-time will receive a pro-rata COLA payment based on the hours they worked in the relevant *agreement year* because of the definition of *base wages*.
- (l) *Example – a part-time employee works 0.6 full-time equivalent during the agreement year. The employee's base wages for the agreement year reflect their hours of work.*
- (m) In addition to the other requirements of clause 2.14.2, casual employees are eligible employees provided they have performed work under this Agreement, or as a *Queensland government employee*, within the 12-week payroll period immediately prior to the relevant *calculation date*.

### 2.14.3 Calculation and payments

#### (a) Step one

- (i) A COLA Payment is only payable if, for the relevant *agreement year*, *CPI* exceeds the *wage increase under the Agreement*.

#### (b) Step two

- (i) The relevant COLA Payment is calculated by first determining the percentage difference between the *wage increase under the Agreement* and *CPI* for the relevant *agreement year* and each COLA Payment is capped at 3% (the 'COLA percentage').

*Example one: For COLA Payment Year 3, the agreement year is 1 September 2024 to 31 August 2025. The wage increase under the Agreement is 3% on 1 September 2024. In April 2025, the ABS releases the CPI figure for March 2025 as 3.9%. The COLA Payment is calculated as the difference between 3% and 3.9%, i.e. 0.9%. 0.9% is less than the 3% cap, therefore the COLA percentage is 0.9%.*

*Example two: For COLA Payment Year 1, the agreement year is 1 September 2022 to 31 August 2023. The wage increase under the Agreement is 4% on 1 September 2022. In April 2023, the ABS releases the CPI figure for March 2023 as 7.5%. The COLA Payment is calculated as the difference between 4% and 7.5%, i.e. 3.5%. However, because the COLA Payment is capped at 3%, the COLA percentage is 3%.*

#### (c) Step three

- 2.14.3.1.1 To calculate an *eligible employee's* COLA Payment, the relevant employee's *base wages* for the *agreement year* are adjusted to determine what their *base wages* would have been if the *relevant wage increase under the Agreement* had not been applied for that *agreement year*. This is done by using the following formula to first determine the value of 'a':

2.14.3.1.2  $a = 100 / (1 + \text{relevant wage increase under the Agreement expressed as a decimal})$

- 2.14.3.1.3 Then the relevant employee's *base wages* are then multiplied by 'a', where 'a' is expressed as a percentage:

2.14.3.1.4 *Example: The wage increase in the Agreement for that agreement year was 4% on 1 September 2022. The base wages payable to the relevant employee for the agreement year from 1 September 2022 to 30 August 2023 is \$90,000. The calculation occurs as follows:*

- $a = 100 / (1 + 0.04)$
- $a = 96.1538$
- $\$90,000 \text{ adjusted by } 96.1538\% = \underline{\$86,538.42}$

#### (d) Step four

- (i) The figure from clause 2.14.3(c) is then multiplied by the COLA Percentage calculated in clause 2.14.3(b) to determine the particular employee's COLA Payment for that *agreement year*.

- (ii) *Example: The COLA percentage is 3%.*

- $\$86,538.42 \text{ multiplied by } 3\% = \underline{\$2,596.15}$

- (iii) COLA Payments are one-off, do not form part of base salary and will be taxed according to the applicable law.

### 2.14.4 Timing of information and payments

- (a) For eligible employees under clause 2.14.3(b), if payable, the relevant COLA Payment will be made within three (3) months following the relevant calculation date and release of the CPI.

- (b) For eligible employees under clause 2.14.3(c), if payable, the relevant COLA Payment will be made within three (3) months of the employee providing the notice of their employment pursuant to clause 2.14.3(c).
- (c) Queensland Health will provide advice to unions and employees covered by this Agreement on the timing of payroll processing for each COLA payment.

## **2.15 Skill Infrastructure Delivery and Maintenance Allowance**

- 2.15.1 All employees, including apprentices, will be entitled to the Skill Infrastructure Delivery and Maintenance Allowance of \$45 per fortnight in recognition of the unique labour market challenges associated with this workforce, including the comparatively high rates of pay in the private sector, coupled with economic pressures associated with the increasing cost of living.
- 2.15.2 The Skill Infrastructure Delivery and Maintenance Allowance will be paid as an all-purpose allowance, to be paid as ordinary time earnings for the purposes of superannuation treatment and will be indexed in line with annual headline wage increases.
- 2.15.3 The Skill Infrastructure Delivery and Maintenance Allowance will be paid on a pro-rata basis for part-time and casual employees.

## **2.16 Correctional Centre Allowance**

- 2.16.1 All Queensland Health employees who provide maintenance of clinics within a correctional centre or youth detention centre, including preventative (scheduled) maintenance as well as corrective (or unscheduled) maintenance and minor new works on Queensland Health owned health equipment or assets inside the centre's grounds shall be entitled to the correctional centre allowance.
- 2.16.2 The correctional centre allowance shall be paid at the rate of time and one quarter for the duration of the actual hours worked. The allowance is paid in recognition that work in a correctional centre or youth detention centre includes a portion of the working day that is unpleasant.
- 2.16.3 Actual time worked shall be calculated from the employee's entrance into the correctional centre or youth detention centre until the employee exits from the correctional centre or youth detention centre. Actual time worked shall not include travelling time to the centre or from the centre.
- 2.16.4 Employees in receipt of either the mental health allowance or the environmental allowance are not entitled to the correctional centre allowance.

# **PART 3 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK**

## **3.1 Hours of Work – Day Workers**

- 3.1.1 Subject to clause 3.6 (implementation of 38-hour week) of this Agreement, and subject to the exceptions hereinafter provided, the ordinary hours of work shall be an average of 38 per week, to be worked on one of the following bases:
  - (a) 38 hours within a work cycle not exceeding seven consecutive days; or
  - (b) 76 hours within a work cycle not exceeding 14 consecutive days; or
  - (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
  - (d) 152 hours within a work cycle not exceeding 28 consecutive days.
- 3.1.2 The ordinary hours of work prescribed may be worked on any five consecutive days in the week, Monday to Friday inclusive.
- 3.1.3 The ordinary hours of work prescribed herein shall not exceed 10 hours on any day; Provided that where the ordinary working hours are to exceed eight on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees in the plant or work section or



sections concerned. An employee will be allowed to clean up during work hours if their work deals with toxic substances, or exceedingly dirty work.

### **3.2 Spread of Hours**

- 3.2.1 The ordinary hours of work prescribed herein shall be worked continuously, except for meal breaks and rest pauses, between 6.00 am and 6.00 pm. The spread of hours prescribed herein may be altered as to all or a section of employees provided there is agreement between the employer and the majority of employees in the work section or sections concerned.

### **3.3 Starting and Finishing Times**

- 3.3.1 The ordinary starting and finishing times of various groups of employees or individual employees may be staggered, provided that there is agreement between the employer and the majority of employees concerned.
- 3.3.2 Employees are required to observe the nominated starting and finishing times for the workday, including designated breaks to maximise available working time. Preparation for work and cleaning up of the employee's person shall be in the employee's time.

### **3.4 Shift Work**

- 3.4.1 The ordinary working hours of shift workers shall not exceed an average of 38 per week, in a work cycle.
- 3.4.2 For any afternoon or night shift which has been in operation for not less than five afternoons or nights, 15 per cent more than ordinary rates shall be paid. This extra rate shall not apply to shift work performed on Saturdays, Sundays, and/or Public Holidays where weekend or public holiday penalty rates apply.
- 3.4.3 The number of ordinary working hours for afternoon and night shift workers shall be the same as provided in this Agreement for day workers.
- 3.4.4 Where shift work is performed over seven days per week, shift workers shall be paid one and a half times the ordinary rates for all time worked in any shift between midnight Friday and midnight Saturday and at the rate of double time for shift work between midnight Saturday and midnight Sunday.
- 3.4.5 Where the ordinary night shift commences prior to midnight on any day, the time worked between the commencement of the ordinary night shift and midnight shall be calculated on a majority of shift basis in respect to ordinary hours worked where the starting and finishing times occur on different days over the period.
- 3.4.6 If a holiday mentioned in clause 4.3 falls on a day on which a shift worker is rostered off, an extra day shall be added to that shift workers annual leave.

### **3.5 Introduction of Shift Work Arrangements**

- 3.5.1 The union/s of all affected employees will be invited to participate in meaningful consultation when the employer wishes to trial shift work arrangements in a Building, Engineering and Maintenance Service.
- 3.5.2 Such an invitation shall be issued prior to the development of any HHS policies and procedures in relation to such shift work.
- 3.5.3 Agreement to implementing shift work following meaningful consultation shall not be unreasonably withheld.
- 3.5.4 Employees covered by this Agreement will participate in shift work on a voluntary basis unless they were specifically notified of the requirement to participate in shift work at their point of engagement.

- 3.5.5 The employer shall give reasonable consideration to the emergent personal circumstances of employees specifically engaged to perform shift work. Where practicable, the employer shall balance operational requirements with the emergent needs of individual employees.
- 3.5.6 Clearly written protocols will be developed by the employer, in consultation with relevant unions, prior to the implementation of shift work. Protocols to be developed should include, but not be limited to:
- (a) Procedures for moving on and off shift work;
  - (b) Safety and security for work performed after hours;
  - (c) Reporting relationships;
  - (d) Documentation responsibilities;
  - (e) Preventative maintenance responsibilities; and
  - (f) Response to requests to perform emergent work.
- 3.5.7 Trial arrangements
- (a) The trial period will continue for a period of six months with an interim review of three months. The parties will have the option to extend the period of the trial for a further period of six months.
  - (b) One month before the conclusion of the trial, negotiations will occur to determine the working arrangements that will apply after the conclusion of the trial.
  - (c) Negotiations will include representatives from the relevant unions. These negotiations will have due regard for:
    - (i) the view of the stakeholders as to the success and/or suitability of the new arrangements;
    - (ii) incidence of fatigue leave; and
    - (iii) any other matter either party may consider relevant in determining the effectiveness and ongoing suitability of trial arrangements.

### **3.6 Implementation of 38-hour Week**

- 3.6.1 The 38-hour week shall be implemented on one of the following bases, most suitable to the particular business, after consultation with, and giving reasonable consideration to the wishes of the employees concerned:
- (a) by employees working less than eight ordinary hours each day; or
  - (b) by employees working less than eight ordinary hours on one or more days each work cycle; or
  - (c) by fixing one or more workdays on which all employees will be off during a particular work cycle; or
  - (d) by rostering employees off on various days of the week during a particular work cycle, so that each employee has one workday off during that cycle.
- 3.6.2 Subject to the provisions of clause 3.1 of this Agreement, employees may agree that the ordinary hours of work are to exceed eight on any day, thus enabling more than one workday to be taken off during a particular work cycle.
- 3.6.3 Notwithstanding any other provision in this clause where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the majority of employees concerned may agree to accrue up to a maximum of five rostered days off. Where such agreement has been reached, the

accrued rostered days off shall be taken within 12 calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.

- 3.6.4 Where the ordinary work cycle provides for a rostered day off and a statutory holiday falls on that day, the rostered day off shall be moved to a day mutually agreed between the employer and the employees concerned.
- 3.6.5 Different methods of implementation of the 38-hour week may apply to individual employees, groups or sections of employees.
- 3.6.6 Upon giving seven days notice or such shorter period as may be mutually agreed upon, the method of working the 38-hour week may be altered, from time to time, following negotiations between the employer and employees.
- 3.6.7 Notwithstanding consultative procedures and notwithstanding any lack of agreement by employees, but subject to clause 3.1 the employer shall have the right to make the final determination as to the method by which the 38-hour week is implemented or worked from time to time.

### **3.7 Nine-Day Fortnight**

- 3.7.1 Management will undertake meaningful consultation with employees at those sites working a 19 day month and implement a nine day fortnight within six months of certification unless agreed otherwise. Rostered days off are to occur either on a Monday, Friday or immediately preceding or following a public holiday unless agreed otherwise.
- 3.7.2 Where the majority of employees work a nine-day fortnight, all new employees and existing employees will maintain an entitlement to a nine-day fortnight.
- 3.7.3 If management believe the nine-day fortnight not to be operationally viable, the matter including any relevant evaluation material is to be referred to the BEMS SBU in accordance with clause 1.11.2(c).
- 3.7.4 To remove any doubt, employees working a nine-day fortnight shall be entitled to accrue up to a maximum of five rostered days off. The accrued rostered days off must be taken within 12 calendar months of the date on which the rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.

### **3.8 Weekend Work**

- 3.8.1 'Ordinary hours' of shift workers, worked between midnight Friday and midnight Saturday, shall be paid at one and half times the ordinary rate.
- 3.8.2 'Ordinary hours' of shift workers, worked between midnight Saturday and midnight Sunday, shall be paid at double the ordinary rate.

### **3.9 Overtime**

- 3.9.1 General
  - (a) All time worked in excess of that provided for in clause 3.1 (Hours of work) or before the ordinary starting time or after the ordinary ceasing time shall be deemed overtime. Each day to stand by itself when overtime is being computed, except where an employee commences overtime on one day and continues to work such overtime into the next day.
  - (b) Any employee called upon to work two consecutive shifts shall be paid at overtime rates for the second of such shifts.
  - (c) For overtime worked in any calling in or in connection with which more than one shift per day is worked, shift workers shall be paid at the rate of double time.
- 3.9.2 Engineering Stream

- (a) All overtime worked by an employee engaged in the Engineering stream, except as hereinafter provided, shall be paid for at one and a half times the ordinary rate for the first three hours, and double time thereafter.
- (b) All overtime worked by an employee engaged in the Building trades stream, except as hereinafter provided, shall be paid for at one and a half times the ordinary rate for the first two hours, and double time thereafter.
- (c) If employees, engaged in the Engineering stream, are called upon to work overtime commencing on Saturday, they shall be paid at one and a half times the ordinary rate for the first three hours and double time thereafter with a minimum period of three hours' work or payment therefore.
- (d) If employees, engaged in the Building trades stream, are called upon to work overtime commencing on Saturday, they shall be paid at one and a half times the ordinary rate for the first two hours and double time thereafter with a minimum period of three hours' work or payment therefore.
- (e) All overtime worked by any employee on Sunday shall be paid for at the rate of double time, with a minimum payment of three hours at such overtime rate.

Provided that such minimum payment shall not apply where the overtime immediately precedes or follows ordinary working hours.

- (f) Where employees engaged in the Engineering stream, are required to report to work between midnight and 6.00 am they shall be paid at the rate of double the rate for all overtime so worked up to the ordinary starting time Monday to Friday and up to 7.00 am on Saturday.

### 3.9.3 Break between shifts and Fatigue

- (a) An employee who works so much overtime between the termination of the ordinary work on one day and the commencement of the ordinary work on the next day that the employee has not had a least 10 consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes or continues work without having had such 10 consecutive hours off duty, then the employee shall be paid double rates until released from duty for such period and shall then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (b) The provisions of this sub-clause shall apply in the case of shift workers who rotate from one shift to another as if eight hours were substituted for 10 hours when overtime is worked:
  - (i) for the purpose of changing shift rosters; or
  - (ii) where a shift worker does not report for duty; or
  - (iii) where a shift is worked by arrangement between the employees themselves.
- (c) Where an employee shall have worked continuously (except for meal breaks) for 20 hours, the employee shall have a break of at least 12 hours without loss of pay for ordinary time occurring during such absence before again starting work.
  - (i) Employees who work so much overtime on a day that is not an ordinary rostered working day, must have a break of 10 continuous hours in the 15 hours immediately preceding the start of their next ordinary rostered shift. If on the instruction of an authorised person, the employee resumes or continues to work without having had such 10 consecutive hours off duty, the employee shall be paid double rates until they are released from duty for the required 10 consecutive hours off duty without loss of pay for ordinary working time.

This sub-paragraph shall not apply to employees required to work overtime which commences within the period of 10 hours immediately preceding their ordinary commencing time on their next ordinary rostered working day where the period of overtime is less than two hours.

- (ii) Provided that any call that commences within one hour of commencing duty on the next ordinary rostered working day would not count as time worked for the purpose of granting Fatigue Leave as stated in paragraph (i) above.
- (d) Where successive short-term recalls result in an employee not having opportunity for a reasonable period of unbroken sleep, the employee shall be afforded a 10-hour break before resuming work.
- 3.9.4 Overtime shall be calculated to the nearest quarter of an hour, with a minimum period of 15 minutes, in the total amount of time in respect to which overtime is claimed by an employee.
- 3.9.5 When an employee living more than two kilometres from the place of work, after having worked overtime, finishes work at a time when the customary means of transport is not available and the employee is unable to arrange reasonable alternative means of transport, the employer shall provide the employee with suitable means of transport to the employee's home.

### **3.10 On-Call Roster Arrangements**

#### **3.10.1 Notification of a roster change – on-call**

- (a) Employees shall be notified at least one month in advance of the agreed roster:
- (b) Provided that in emergent circumstances, the roster may be altered by mutual arrangement between the employer and employee.

#### **3.10.2 Review of current on-call arrangements**

- (a) The employer will continue to review current on-call arrangements with the aim of minimising excessive on-call being performed by individual employees. Options that may be considered in addressing excessive on-call include:
  - (i) rostering all employees to perform on-call;
  - (ii) analysing on-call/recall in an effort to limit the amount of on-call required to be performed;
  - (iii) use of contractors; or
  - (iv) broadening the area of on-call where appropriate, including conducting of familiarisation visits to sites where work is not ordinarily performed.

### **3.11 Recall**

- 3.11.1 An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours' work at the appropriate rate for each time so recalled.
- 3.11.2 Provided that, except in the case of unforeseen circumstances arising, if the job recalled to perform is completed to the required standard within a shorter period, the employee shall not be required to work the full four hours. For the purpose of this clause unforeseen circumstances excludes breakdowns that have been identified prior to the recall and held over.

This clause shall not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside the employee's ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

- 3.11.3 The time worked by an employee who is recalled to duty in the circumstances specified in this clause shall be regarded as overtime for the purpose of clause 3.9 when the time worked, including travel time is two hours on one or more recalls.
- 3.11.4 The parties recognise that it is the responsibility of management in consultation with unions to work together to develop and implement procedures and required work standards, which includes safety concerns, within each workplace.
- 3.11.5 Where attending recalls results in an employee not having the opportunity for a reasonable period of unbroken sleep, the employee shall be afforded a 10-hour break before resuming work.
- 3.11.6 Any call that commences within one hour of commencing duty on the next ordinary rostered working day would not count as time worked for the purpose of granting fatigue leave as stated in clauses 3.11.3 and 3.11.5.

### **3.12 Telephone Recall**

- 3.12.1 An employee, whilst on-call, required to perform duties without the need to leave the employee's place of residence and/or without the need to return to the facility, shall be reimbursed for a minimum of one hour's work for each time the employee performs such duties. Provided that should the employee be so required to again perform duties within that one-hour period, no further minimum payment shall apply.

### **3.13 Breaks – Meal and Rest Pauses**

#### **3.13.1 Meal Breaks**

- (a) Employees shall be entitled to a meal break of a minimum of 30 minutes and a maximum of 60 minutes to be taken not later than six hours from the commencement of duty. Provided this shall not apply to employees required by reason of their certificate of competency to remain in charge of an engine or boiler, such an employee will receive a paid crib break.
- (b) Shift workers; shall be allowed 30 minutes for crib during each shift of at least eight hours to be taken by the employee at such time and in such manner as will not interfere with continuity of work where continuity is necessary. No deduction shall be made from the wages of an employee for crib.
- (c) All work done during the recognised meal period shall be paid for at the rate of double time, such payment to continue until a meal break period has commenced.
- (d) Provided that (except in cases of emergency) no employee shall be required to work more than six hours without a break for a meal. Such meal period to be of the prescribed duration.
- (e) Provided that this provision shall not apply to employees who are required by legislation to maintain constant vigil over plant or equipment when no relief is available.
- (f) Employees will take meal breaks in suitable alternative locations where it is unreasonable for them to travel back to their regular workshop or headquarters to access such a break.

Such locations may be shared with other categories of employees.

#### **3.13.2 Rest Pauses**

- (a) Except as herein provided each employee covered by this Agreement shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the first and second half of their daily work. Such rest pauses shall be taken at such times as will not interfere with continuity of work, where continuity is necessary.
- (b) Provided that an employer may elect to amalgamate the two 10 minute rest pauses into one 20 minute rest pause to be taken in the first part of the working day, with such working day, where it is practicable, divided into approximately three equal working portions. Where the method of taking such rest pauses is to be altered the employer shall notify all employees concerned at least 48 hours before such alterations.

- (c) Employees will take rest pauses in suitable alternative locations where it is unreasonable for them to travel back to their regular workshop or headquarters to access such a break. Such locations may be shared with other categories of employees.

#### 3.13.3 Crib break when working overtime – Monday to Friday

- (a) Employees who are required to continue work after their ordinary ceasing time shall be entitled to a 30 minute paid crib break after two hours; or after one hour if overtime continues beyond 6.00 pm.

After each further period of four hours the employee shall be allowed 45 minutes for crib. No deduction of pay shall be made in respect of any such crib breaks.

- (b) An employee who is required to return to work to perform overtime between 12.01 am Monday and midnight Friday (other than on statutory holidays), and such work does not continue after the ordinary ceasing time, shall be entitled to a 30 minute crib break after the completion of each four hours of overtime worked and no deduction of pay shall be made in respect thereof.

Provided that an employee who is required to report back to work to perform overtime of more than two hours, but less than four hours prior to the ordinary starting time shall be allowed 30 minutes crib break at the ordinary starting time for which the employee shall be paid at ordinary rates.

#### 3.13.4 Crib break when working overtime – weekends and public holidays

- (a) Any employee required to work overtime on a Saturday or Sunday beyond the fifth hour of such overtime, shall be entitled to an unpaid meal break of 30 minutes.
- (b) Any employee required to work overtime on any Saturday, Sunday or public holiday, which is outside the scope of that covered by the provisions of 3.13.3(a) and (b) of this clause, shall if required to continue to work overtime for more than nine hours, be allowed 30 minutes for a crib break, for which no deduction of pay is made, after nine hours worked.

After each further four hours of overtime, the employee shall be entitled to a 45 minute break for which no deduction of pay of shall be made, provided that the employee is required to continue working thereafter.

- (c) No deduction of pay shall be made in respect of any crib break referred to in 3.13.3 and 3.13.4 (b) of this clause.
- (d) Further, the employer shall supply a reasonable meal at the employer's expense for all paid breaks in sub-clause 3.13.3 and 3.13.4 of this clause or pay an allowance of \$13.65 in lieu thereof.

This rate shall be adjusted in accordance with increases to clause 13.21 of the *Building, Engineering and Maintenance Services Employees (Queensland Government) Award - State 2016*.

### 3.14 Time off in Lieu (TOIL)

- 3.14.1 In lieu of the provisions of clauses 3.9.1 and 3.9.2, an employee, other than a continuous shift worker, who performs overtime work may, at the employee's option, be granted time off in lieu of payment for such overtime.
- 3.14.2 TOIL shall be accrued at the applicable penalty rate with a cap of three days.
- 3.14.3 TOIL is to be taken in periods mutually agreed between the employer and the employee. Agreement to take TOIL will not be unreasonably withheld.
- 3.14.4 Each BEMS work area is to ensure that an accurate and reliable system is used for recording, accumulation and taking of TOIL.

- 3.14.5 Upon termination of employment, any outstanding TOIL that has not been taken by the employee, will be paid to the employee at the relevant penalty rate at which it was accrued.

## **PART 4 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **4.1 Recreation Leave**

- 4.1.1 An employee (other than a casual employee) covered by this Agreement shall at the end of each year of such employee's employment be entitled to an annual holiday on full pay; as set out hereunder. The parties agree that annual leave applications will not be unreasonably refused. Where the employer has genuinely considered and declines an employee's application the employee will be provided with the reasons for the decision.
- 4.1.2 The accrual rate for annual leave shall be as follows:
- (a) for non-continuous shift workers and day workers 152 hours per annum (i.e. four weeks annual leave per annum on a 38 hour week basis).
  - (b) for continuous shift workers 190 hours per annum (i.e. five weeks annual leave per annum on a 38 hour week basis).
- 4.1.3 Leave debits – Leave debits will be equivalent to the ordinary hour's employees would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.
- 4.1.4 Rostered day off arising from the implementation of the 38 hour week – An employee shall not derive any additional benefit for rostered days off falling within a period of annual holidays. Such annual holiday shall be exclusive of any statutory holiday which may occur during the period of that annual holiday and (subject to sub-clause 4.1.7 hereof) shall be paid for by the employer in advance –
- (a) In the case of any and every employee in receipt immediately prior to that holiday of ordinary pay at a rate in excess of the ordinary rate payable under this Agreement at the excess rate; and
  - (b) In every other case, at the ordinary rate payable to the employee concerned immediately prior to that holiday under this Agreement.
- 4.1.5 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the holiday to the employee from the date of the termination of the employment and shall forthwith pay to the employee, in addition to all other amounts due to the employee, the employee's pay, calculated in accordance with clause 4.1.2, for the employee's annual leave entitlements and also the employee's ordinary hours pay for any statutory holiday occurring during such period of annual leave.
- 4.1.6 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due to such employee, an amount equal to one-twelfth of such employee's pay for the period of such employee's employment, calculated in accordance with sub-clause 4.1.7 hereof, or one-ninth in the case of continuous shift workers.
- 4.1.7 Calculation of annual holiday pay – In respect to annual holiday entitlements to which this sub-clause 4.1.7 applies, annual holiday pay (including any proportionate payments) shall be calculated as follows:
- (a) Shift workers – Subject to provision (c) hereof the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee roster or projected roster; including Saturday, Sunday or holiday shifts.
  - (b) Trade coordinators/leading hands – Subject to provision (c) hereof; trade coordinator/leading hand allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual holidays.
  - (c) Employees in receipt of the \$16.10 over-award payment will be paid when such an employee takes leave in accordance with this clause.



- (d) All employees – Subject to provision (e) hereof; in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
  - (i) the employee's ordinary wage rate as prescribed in the Agreement for the period of the annual holidays (excluding shift premiums and weekend penalty rates);
  - (ii) leading hand allowance, trade co-ordinators allowance or amounts of a like nature;
  - (iii) a further amount calculated at the rate of seventeen and one half per centum of the amounts referred to in paragraphs (i) and (ii) of this provision.
- (e) Provision (d) hereof shall not apply to the following:

Any period or periods of annual holidays exceeding –

- (i) 190 hours in the case of employees employed in a calling where three shifts per day are worked over a period of seven days per week; or
- (ii) 152 hours in any other case;

to ensure leave loading is not paid on any additional day's leave accrued under clauses 2.9.3(c), and 3.6.3 of this Agreement.

4.1.8 Annual leave shall be granted at such time as is convenient to the employer but not later than three months after it becomes due except where an employer and employee mutually agree to defer the taking of the leave.

- (a) Unless the employee shall otherwise agree the employer shall give the employee at least 14 days' notice of the date from which the employee's annual holiday shall be taken.
- (b) Except in the case of termination of service it shall not be lawful for the employer to give or for any employee to receive money in lieu of annual leave.
- (c) Annual leave shall be in addition to any notice of termination of service.

4.1.9 Annual close down – Notwithstanding anything contained in this Agreement an employer giving any leave in conjunction with the Christmas/New Year holidays may, at their option either:

- (a) stand off without pay during the period of leave any employee who has not yet qualified under clause 4.1 hereof; or
- (b) stand off for the period of leave any employee who has not qualified under clause 4.1 hereof and pay such employee (up the period of leave then given) at a rate one-twelfth of such employee's pay for the period of such employee's employment calculated in accordance with sub-clause 4.1.7 hereof.

All employees shall have their recreation leave debited by the number of ordinary hours they would have worked between Christmas and New Year's Day inclusive when there is a compulsory closure of Government establishments over the Christmas/New Year period. The provisions of *Compulsory Christmas/New Year Closure HR Policy C32* apply to and are deemed to form part of this Agreement.

## 4.2 Long Service

4.2.1 All employees covered by this Agreement shall be entitled to long service leave on full pay under, subject to, and in accordance with the provisions of the *Long Service Leave Directive* as issued and amended by the Minister for Industrial Relations under section 223 of the *Public Sector Act 2022* (PS Act) and *Long Service Leave HR Policy C38*.

4.2.2 The parties agree that a long service leave application will not be unreasonably refused. Where the employer has genuinely considered and declines an employee's application the employee will be provided with the reasons for the decision.

### 4.3 Public Holidays

- 4.3.1 All work done by any employees on Good Friday, Christmas Day, the twenty-fifth day of April (Anzac Day), the first day of January, the twenty-sixth day of January (Australia Day), Easter Saturday (the day after Good Friday), Easter Monday, the Birthday of the Sovereign and Boxing Day, or any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday, shall be paid for at the rate of double time and a half with a minimum of four hours.
- 4.3.2 All employees covered by this Agreement shall be entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday), irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such an employee shall be paid a full day's wage for that day and in addition a payment for the time actually worked by that person at one and a half times the ordinary rates prescribed for such work with a minimum of four hours.
- 4.3.3 All work done by employees specified from time to time by the Minister by notification published in the Gazette on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification shall be paid at the rate of double time and a half with a minimum of four hours.
- 4.3.4 For the purposes of this clause, where the rate of wages is a weekly rate, **double time and one half** shall mean one and one half day's wages in addition to the prescribed weekly rate, or pro rata if there is more or less than a day; provided that when an employee has not worked on any ordinary working day between Christmas Day and New Year's Day; or claimed against their recreation leave for this period, the employer may deduct from the weekly wage a proportionate amount for the day or days not worked.
- 4.3.5 All time worked on any of the aforesaid holidays outside the ordinary starting and ceasing times prescribed by this Agreement for the day of the week on which such holiday falls shall be paid for at double the rate prescribed by the Agreement for such time when worked outside the ordinary starting and ceasing times on an ordinary working day.
- 4.3.6 Where there is agreement between the majority of employees concerned and the employer; and subject to statutory limitations, other ordinary working days may be substituted for the statutory holidays specified in this clause; provided that, where an employee is subsequently required to work on such substituted day, the employee shall be paid the rate applicable for the holiday that has been substituted.
- 4.3.7 Any and every employee who, having been dismissed or stood down by an employer during the month of December in any year, shall be re-employed by that employer at any time before the end of the month of January in the next succeeding year shall, if that employee shall have been employed by that employer for a continuous period of two weeks or longer immediately prior to being so dismissed or stood down, be entitled to be paid and shall be paid by the employer (at the ordinary rate payable to that employee when so dismissed or stood down) for any one or more of the following holidays, namely, Christmas Day, Boxing Day, and the first day of January occurring during the period on and from the date of the employee's dismissal or standing down to and including the date of the employee's re-employment as aforesaid.

### 4.4 Recreation Leave - half-pay

- 4.4.1 Subject to service delivery requirements and financial considerations, the employer may approve an application to take recreation leave at half pay for double the period of time. In accordance with *Recreation Leave Directive* as issued and amended by the Minister for Industrial Relations under section 223 of the PS Act and *Annual/Recreation Leave HR Policy C51*.

### 4.5 Extra Leave for Proportionate Salary

- 4.5.1 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.

- 4.5.2 Extra leave for proportionate salary will be available so that employees may access between one and six weeks unpaid leave in a 12 month period.

#### **4.6 Special Leave**

- 3.6.1 *Ministerial Directive 05/17: Special Leave* will apply to all employees covered by this Agreement, or any successor industrial instrument or legislation.

### **PART 5 - RESTRUCTURING AND RECLASSIFICATION**

#### **5.1 Classification/Reclassification**

- 5.1.1 All successful reclassification applications will take effect as from the date the BEMS Manager (or equivalent) recommends the application. Provided that the Manager (or equivalent) recommends the application within 14 days. Where this timeframe is not met, and the application is recommended the successful reclassification date will be effective no greater than 14 days from receipt of the application.
- 5.1.2 Applications for reclassifications may be moderated by the relevant HHS Human Resource Branch upon request by the applicant or BEMS Managers (or equivalent).
- 5.1.3 Any disputes in relation to classification or reclassification shall be handled in accordance with the grievance procedures outlined in *Individual employee grievances HR Policy E12*.
- 5.1.4 BEMS Managers (or equivalent) will provide employees with feedback in a timely manner where applications have not been recommended.

#### **5.2 Classifying employees in the absence of standards**

- 5.2.1 Any claims relating to the appropriate classification of an employee under this Agreement shall be determined as follows:
- (a) where the employee has the relevant qualification recognised as a minimum training requirement for the level at which the employee seeks to be classified, and the employee is exercising or will be required to exercise the skills and knowledge gained from that qualification, the employee shall be classified appropriately; or
  - (b) where the employee meets the classification, definitions prescribed in Schedule 2 of this Agreement.

#### **5.3 Implementation by agreement at the enterprise**

- 5.3.1 Where competency standards are implemented by agreement, such implementation shall be in accordance with the Queensland Health Competency Menu and as follows:
- (a) Engineering trades in accordance with The National Metal and Engineering Competency Standards Implementation Guide; or
  - (b) Building trades in accordance with the General Construction Industry Training Package; or
  - (c) Queensland Health Competency Menu.

#### **5.4 Points Value**

- 5.4.1 The points to be assigned to the classification levels under the Agreement shall be:

Award Level	Classification	Recommended Points
HBEA 13		-
HBEA 12		32

HBEA 11	64
HBEA 10	96
HBEA 9	12 additional points above HBEA 10
HBEA 8	24 additional points above HBEA 10
HBEA 7	36 additional points above HBEA10 (including a minimum of 12 points specialist competencies)
HBEA 6	48 additional points above HBEA 10 (including a minimum of 12 points specialist competencies)
HBEA 5	72 additional points above HBEA 10 (including a minimum of 12 points specialist competencies)

## **5.5 Reclassification from HBEA10 to HBEA9 – specific criteria for Building and Engineering Trades**

- 5.5.1 All tradespersons employed at HBEA10 will be eligible to apply for reclassification to HBEA9 in accordance with the provisions of Schedule 2 of this Agreement.
- 5.5.2 Reclassification will be dependent upon the employee being able to demonstrate the attainment and utilisation of required specific knowledge as specified in Schedule 2 of this Agreement.
- 5.5.3 All applications must provide the necessary evidence to satisfy sub-clause 5.5.2 above.

## **5.6 Reclassification - Building Trade Employees**

- 5.6.1 This Agreement provides for a specific process for the reclassification of building trades employees.
- 5.6.2 Reclassification of building trade employees is dependent upon the employee meeting the criteria outlined in Schedule 2. This shall be determined through an assessment of the skills and abilities of the employee seeking advancement.
- 5.6.3 An employee seeking reclassification must be able to demonstrate competencies in relation to:
  - (a) Specialist skills, as defined, in the particular trade in which the employee is primarily employed; and/or
  - (b) A range of skills in comparable trades other than that in which they are primarily employed, which would allow an employee to perform a range of duties across trades as required by the HSS.
- 5.6.4 In addition, the employer must be able to demonstrate that the enhanced skills of a building trade employee are required and will be utilised by the employer.
- 5.6.5 The process for reclassification of building trade employees shall be as follows:
  - (a) Formal recognition of skills

Formal recognition of skills shall occur through either a skills assessment conducted in accordance with recognition of prior learning (RPL) principles, or through the acquisition of a statement of attainment issued by a registered training organisation.

Where it is identified that trade employees are required to use skills that are beyond the scope of their designated core trade, the employer shall ensure that a skills assessment is conducted to accurately determine the employees' competence in those skills so that the extra skills required can be formally recognised for the purpose of reclassification.

The employer shall be responsible for any costs associated with the skills assessment process. Results of skills assessments shall remain the property of the employer. The employer shall provide the results of skills assessments to the employee if requested.

(b) Re-classification

In seeking upward re-classification, employees will be required to demonstrate that they meet the full requirements of the specific skill level in accordance with the criteria outlined in this Agreement and are required to carry out the duties at that level.

The employer may instruct an employee not to exercise competencies that they possess. In such a case, an employee cannot seek reclassification for possessing such competencies.

(c) Progression through the classification structure

Upward progression for tradespersons through the classification structure will be facilitated through the process of re-classification. Employees will be provided the opportunity to be re-classified as they develop skills appropriate to the requirements of the employer.

(d) Progression through the classification structure up to HBEA8 can be achieved by the following processes:

- (i) Trade employees shall commence at the 100% classification level. To achieve this level, the employee must hold an existing AQF Level 3 trade certificate or have been assessed as competent in all core and the minimum number of elective competencies for the designated trade.
- (ii) Acquisition of 12 "points" from outside their own trade at the Certificate 3 level or higher, in addition to the requirements of the employees' current level. This is equivalent to 120 nominal hours of accredited training. The acquisition of 12 points will result in the employee advancing one level higher than their current classification level. The employee shall advance one level for each 12 points acquired up to HBEA8 level.
- (iii) Acquisition of 12 "points" of specialist post trade competencies in the employees own trade at AQF level 4 or higher (including specific licenses and endorsements for plumbers provided in the classification structure), in addition to the requirements of the employees' current level. This is equivalent to 120 nominal hours of accredited training. The acquisition of 12 points will result in the employee advancing one level higher than their current classification level. The employee shall advance one level for each 12 points acquired up to HBEA8 level.
- (iv) The assessed competencies must be relevant to the work being performed and required by the employer.
- (v) Competencies may be drawn from other trade qualifications.

(e) Progression through the classification structure from HBEA8 to HBEA6 for an employee who has already acquired '24' points can be achieved by the following processes:

- (i) Acquisition of '12' points at the AQF4 Level or higher from specialist cross trade competencies or specialist post trade competencies in addition to the requirements of the employee's current level. Provided however that advancement from HBEA6 to HBEA5 shall require acquisition of an additional 24 points; or
- (ii) Acquisition of '12' points of pre-determined specialist cross trade competencies or specialist post trade competencies in addition to the requirements of the employee's current level. These competencies will be detailed in the Queensland Health Competency Menu that will be agreed between the relevant trade unions and the employer.
- (iii) The assessed competencies must be relevant to the work being performed and required by the employer.
- (iv) Competencies may be drawn from other trade qualifications.

## 5.7 Reclassification – Engineering Trade Employees

- 5.7.1 Schedule 2 of this Agreement provides for a specific process for the reclassification of engineering trade employees.
- 5.7.2 Reclassification of Engineering Trade employees is dependent upon the employee meeting the criteria outlined in Schedule 2. This shall be determined through an assessment of the skills and abilities of the employee seeking advancement.
- 5.7.3 An employee seeking reclassification must be able to demonstrate competencies in relation to:
- (a) specialist skills, as defined, in the particular trade in which the employee is primarily employed; and/or
  - (b) a range of skills in comparable trades other than that in which they are primarily employed, which would allow an employee to perform a range of duties across trades as required by the HHS.
- 5.7.4 In addition, the HHS must be able to demonstrate that the enhanced skills of Engineering Trade employees are required and will be utilised by the HHS.

## PART 6 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

### 6.1 Employer Duties

- 6.1.1 An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training consistent with the employee's classification, provided that such duties are not designed to promote de-skilling.
- 6.1.2 Any employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 6.1.3 Any direction issued by the employer pursuant to this clause shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

### 6.2 Employee Duties

- 6.2.1 Building, Engineering and Maintenance Services Officers and Assistants (HBEA12 & HBEA11) will provide a multi-skilled pool of labour to support the ongoing flexible operations of Building, Engineering and Maintenance Services areas within public health facilities. However, before directing the officer/Assistant to perform the duty, the person directing them shall ensure the officer/Assistant has undertaken the necessary training and is at a competent level to perform the required duty.

### 6.3 Employment Contract

- 6.3.1 Contract of employment
- (a) Upon engagement all employees will be clearly advised of the nature of their employment contract i.e. whether they have been employed on a full-time, part-time, permanent, temporary or casual basis.
- 6.3.2 Termination of employment
- (a) *Termination by employer* (other than temporary or casual employee).
    - (i) In order to terminate the employment of an employee, the employer shall give the following notice:

Period of Continuous Service	Period of Notice
1 year or less	1 week

1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- (ii) In addition to the notice in sub-clause 6.3.2(a)(i) above, employees over 45 years of age at the time of giving of notice and with not less than two years continuous service, shall be entitled to an additional week's notice.

- (iii) Payment in lieu of notice shall be made if the appropriate notice is not given.

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- (iv) In calculating any payment in lieu of notice, the ordinary time rate of pay for the employee concerned shall be used.

- (v) The period of notice in this sub-clause shall not apply to casual employees nor in the case of dismissal for misconduct or other grounds that justify instant dismissal.

(b) *Termination of temporary employee by either party*

- (i) Either party may terminate the engagement of a temporary employee by the giving of one week's notice, or payment of forfeiture of one week's wage in lieu of such notice.
- (ii) Such notice shall only be provided having regard to the terms of the employee's letter of appointment.

(c) *Termination of casual employee*

- (i) Termination of employment by either party shall be by giving two hours' notice, or payment/forfeiture in lieu thereof.
- (ii) Prior to commencement, casual employees will be advised of the hours that they will be required for each day they are engaged. Where an employer does not require a casual employee to work for the total hours engaged for that day, the casual employee will receive payment in lieu thereof. Wherever practicable, a casual employee will be advised the day before they are required.

(d) *Notice of termination by employee*

- (i) The notice of termination required to be given by an employee shall be one week.
- (ii) If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate for the period of notice.

(e) *Time off during notice period*

- (i) During the period of notice of termination given by the employer, an employee (other than a casual or temporary) shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the employer.

(f) *Statement of employment*

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

### 6.3.3 Redundancy

- (a) The provisions of clause C of the *Statement of Policy of Termination of Employment, Introduction of Changes and Redundancy* contained in the decision of the Full Bench of the Commission dated 16 June 1987 and published in the Queensland Government Industrial Gazette Vol 125, folios 1119-1121, as amended by 125 QGIG 1377 and 126 QGIG 188, shall not apply to the extent that the provisions of the redundancy arrangements as outlined in the *Early Retirement, Redundancy and Retrenchment Directive* as issued and amended by the Minister for Industrial Relations under section 223 of the PS Act provide for superior conditions.

## 6.4 Employment Categories

### 6.4.1 Employment

- (a) Weekly Engagement – All employees, except for those employed on a casual basis, shall be employed as a weekly worker.

### 6.4.2 Probation

- (a) This clause does not apply in relation to an appointment to an officer within an employer made on a contract basis.
- (b) A person who is not already an officer or employee of the Department, a HHS, or the Public Service as defined in the PS Act and who is appointed to the Department or a HHS shall be so appointed on probation for a period of not less than three months.
- (c) Where a person has been appointed on probation in accordance with the above provision. If immediately before the person's appointment they were not an employee, the HHS Manager of the employer may:
  - (i) at any time during a period of probation, terminate the employment in the HHS of the person;
  - (ii) upon the expiry of a period of probation, confirm the appointment; extend the period of probation, or rescind the appointment and thereby terminate the employment of the person in the HHS;
  - (iii) If a person who has been appointed on probation in compliance with subsection 6.4.2(b) is still serving a period of probation upon the expiry of seven months after that date of appointment on probation, and the appointment has been neither confirmed nor rescinded, the appointment shall be deemed to have been confirmed upon that expiry.
- (d) The employer shall provide an employee on probation with ongoing feedback and counselling throughout their period of probation.
- (e) An employee on probation shall be given the opportunity to show cause why their probationary employment shouldn't be either extended for a further three months or terminated before any such action is taken.

### 6.4.3 Part-time

The following conditions shall be applicable to part-time employees:

- (a) Spread of Hours:
  - (i) The spread of ordinary working hours shall be the same as those prescribed for a full-time employee under this Agreement.
  - (ii) Part-time employees will work pre-determined hours on pre-determined days of the week.



- (b) The ordinary daily working hours shall be worked continuously, excluding meal breaks, and shall not be less than four hours, or more than 10 hours per day, provided always that such hours are fewer than 38 per week.

Provided that, where it is essential for a part-time employee to work beyond the daily approved part-time hours and where the total number of such daily hours worked is less than or equal to the ordinary full-time daily hours such additional hours shall be paid for at ordinary rates. Such additional time shall be included in calculating pro-rata leave entitlements.

A part-time employee who works in excess of the ordinary daily or weekly hours prescribed by this Agreement shall be paid overtime in accordance with clause 3.9 (Overtime).

- (c) A part-time employee shall be paid at the same hourly rate as a full-time employee for performing duties of the same classification. A part-time employee shall also be entitled to any allowances applicable based pro-rata on the number of hours worked in relation to the ordinary full-time hours applicable to the relevant classification provided that the following provisions apply in full:

- |       |                                  |          |
|-------|----------------------------------|----------|
| (i)   | Excess Fares and Travelling Time | 2.9.4(c) |
| (ii)  | On-Call Allowances               | 2.9.3    |
| (iii) | Meal Allowance                   | 3.13     |

- (d) The public holiday provisions of the Agreement shall apply provided that payment shall only be made for hours actually worked:

Provided further that a part-time employee who usually works on a day of the week on which a public holiday falls, and who is not required to work on that day, shall be paid for the hours which would otherwise have been worked on that day.

- (e) Subject to the provisions contained herein, all other provisions of this Agreement applicable to a full-time employee, other than those outlined in clauses 6.3.2 Termination of Employment and 6.3.3 Redundancy, shall apply pro-rata to a part-time employee.

#### 6.4.4 Casual

The following conditions shall be applicable to casual employees:

- (a) A casual employee shall be paid 23% in addition to the ordinary rates of pay for the class of work upon which such employee is engaged. Each daily engagement shall stand alone.
- (b) The casual loading shall be in lieu of all leave entitlements applicable. It does not preclude a casual employee being entitled to long service leave entitlements under section 105 of the *Industrial Relations Act 2016* (IR Act).
- (c) The daily working hours shall be worked continuously, excluding meal breaks, and shall not be less than two hours, or more than 10 hours per day, provided always that such hours are fewer than 38 per week.
- (d) Where applicable, a casual employee shall be entitled to the provisions of overtime weekend penalty rates, payment for work performed on public holidays, and payments for Live Sewerage and Working in the Rain.
- (e) Provided also that in addition to the provisions of sub-clause (a) above, where an applicable allowance is divisible and payable on a pro-rata basis, a casual employee shall be further entitled to payment of the applicable allowance.
- (f) Except as provided in this clause, a casual employee shall be entitled to any other applicable allowances provided that the following provisions do not apply:
- |     |                                |            |
|-----|--------------------------------|------------|
| (i) | All-purpose over award payment | Clause 2.3 |
|-----|--------------------------------|------------|

#### 6.4.5 Fixed term temporary employment

- (a) Fixed term temporary employees shall be engaged in accordance with *Fixed term temporary employment HR Policy B25*.

### 6.5 Recognition of Previous Service

- 6.5.1 The conditions prescribed in the Recognition of Previous Service and Employment Directive as issued and amended by the Minister for Industrial Relations under section 223 of the PS Act apply to employees covered by this Agreement.

### 6.6 Abandonment of Employment

- 5.6.1 The absence of an employee from work for a continuous period exceeding three working days without the consent of the employer and without notification to the employer shall be prima facie evidence that the employee has abandoned their employment.
- 5.6.2 Provided that, if within a period of seven days from their last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted, an employee has not established to the satisfaction of their employer that they were absent for reasonable cause, they shall be deemed to have abandoned their employment.
- 5.6.3 Termination of employment by abandonment in accordance with this sub-clause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted or the date of the last absence in respect of which notification was given to the employer, whichever is the latter.

### 6.7 Absence from Duty

- 5.7.1 In order to ensure the appropriate level of services are available to the public at all times, individual employees will be responsible for notifying the employer of their intended absence from duty as soon as practicably possible.
- 5.7.2 Employees wishing to be absent from the workplace after commencing their normal working day must first seek the express permission of the employer prior to leaving the workplace.

### 6.8 Performance Appraisal and Development (PAD)

#### 6.8.1 General principles – Part One

- (a) The PAD process identifies the performance criteria that must continue to be met by the employee.
- (b) The employee can nominate a support person to participate in their PAD process.
- (c) At the six monthly review any continuing concerns with performance must be raised with the employee to enable the employee to work towards addressing these prior to their final review.
- (d) All employees to be provided with basic training in PAD.
- (e) Delegates to be provided with additional training to enable them to provide assistance to employees (if requested).

#### 6.8.2 General principles – Part Two

- (a) The development plan will provide a mechanism for both the employee and employer to identify training that will meet the needs of the organisation and support an employee's skills progression.
- (b) Employees may seek to develop skills relevant to work currently undertaken by contractors where it is feasible that such work may be sourced within the short to medium term. Feasibility will take into consideration cost/benefit factors such as capital equipment/tools, training requirements as well as the impact on future service availability and the economy of the local community.

### 6.8.3 General principles – Part Three

- (a) The parties recognise that providing trades-based services with a Hospital and Health environment presents unique challenges that require solution focussed experienced trades service employees.
- (b) Employees covered by this agreement, who meet the eligibility of the relevant category outlined in subsections (i), (ii) and (iii) will receive the following allowance:
  - (i) Category one - \$57.52
  - (ii) Category two - \$76.69
  - (iii) Category three - \$95.42
- (c) Eligible employees:
  - (i) **Category one** – is an experienced BEMS trade-based employee that has contributed more than five years of skill and knowledge to Queensland Health and has a PAD in place that articulates the key responsibilities the employee commits to make to the trade-based services in Queensland Health.
  - (ii) **Category two** – is an experienced BEMS trade-based employee that has contributed more than eight years of skill and knowledge to Queensland Health and has a PAD in place that articulates the key responsibilities the employee commits to make to the trade-based services in Queensland Health.
  - (iii) **Category three** – is an experienced BEMS trade-based employee that has contributed more than ten years of skill and knowledge to Queensland Health and has a PAD in place that articulates the key responsibilities the employee commits to make to the trade-based services in Queensland Health.
  - (iv) This allowance is paid on a pro-rata basis and will be paid on any period of paid leave.
  - (v) Employees in receipt of the attraction and retention allowance outlined at clause 2.10 are not entitled to receive this payment.

## 6.9 Code of Conduct

- 6.9.1 The Employer is committed to the principle that ethical practices are central to public accountability and delivery of effective and efficient Building, Engineering and Maintenance Services.
- 6.9.2 Management, staff and unions are committed to the full implementation of the *Code of Conduct for the Queensland Public Service*, and encourages and recognises amongst other things, individual's honesty, respect for each other, and efficient and appropriate use of resources.
- 6.9.3 The Employer will provide all employees with access to the *Code of Conduct for the Queensland Public Service*. Employees are responsible for reading the Code of Conduct and contacting the Manager or their employers' Human Resource Unit if they require further information or if they come across an issue they do not know how to handle.

## PART 7 - EMPLOYMENT SECURITY AND CONTRACTING

### 7.1 Employment Security

- 7.1.1 The parties agree that the Queensland Government's Employment Security Policy applies. The employer is committed to employment security for its permanent employees. This clause is to be read in conjunction with the Queensland Government's Employment Security Policy.
- 7.1.2 The parties acknowledge that employment security for employees assists in ensuring workforce stability, cohesion and motivation and hence is central to achieving the objectives of this Agreement.

- 7.1.3 There is no intention that there will be a net reduction of staffing during the life of this Agreement. However, the parties recognise that the employer does not maintain fixed establishment numbers. Job reductions by forced redundancy or retrenchments will not occur.
- 7.1.4 Volunteers, other unpaid persons or trainees will not be used to fill funded vacant positions.
- 7.1.5 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 BEMS SBU for attention.
- 7.1.6 The employer acknowledges that casual employees, other than short term casuals employees as defined by the IR Act have rights to unfair dismissal entitlements in accordance with the provisions of the relevant legislation.
- 7.1.7 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.

## 7.2 Permanent Employment

- 7.2.1 The parties to this Agreement are committed to maximising permanent employment where possible. The use of labour hire, casual or temporary forms of employment should only be utilised where permanent employment is not viable or appropriate. Additionally, the employer requires all employees of labour hire businesses to be paid, as a minimum, the remuneration payable to equivalent Department or HHS employees.
- 7.2.2 The employer will utilise workforce planning and management strategies to assist in determining the appropriate workforce mix for current and future needs.
- 7.2.3 HHS management will provide details of the instances of current contracted out BEM services and labour hire engagements on a quarterly basis to the Human Resources Branch, Department and relevant union/s. The details to be provided must include:

Reports	Details
Contracting	Contract title Contract supplier Services provided Specialised work y/n Location services provided Contract end date Contract extension y/n Review date of contract Date of most recent compliance check*
Labour Hire	Job title Location Period of employment Reason for engagement

\*Compliance check – in accordance with the provisions contained within clause 7.8.5.

- 7.2.4 The Department will also provide electronic reports on a quarterly basis to HHS management and relevant unions detailing:

Reports	Details
Permanent Employees (P) Temporary Employees (T) Casual Employees (C) New Starters (N)	Name Job title Work location Work email When commenced employment

	Reasons for engagement - (Fixed term temporary Employees only)
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### **7.3 Permanent employment of fixed term temporary employees**

- 7.3.1 The employer is committed to maximising permanent employment opportunities for fixed term temporary employees. The parties agree to implement the whole-of-government Directive which implements section 115 of the PS Act.

### **7.4 Replacement of Existing Staff**

- 7.4.1 This clause shall not have application in instances of organisational change.
- 7.4.2 Where a permanent employee leaves due to retirement, resignation, termination, transfer or promotion, the employer will commence the recruitment process to permanently replace staff within 14 days and complete the recruitment within three months.
- 7.4.3 It is recognised that consideration will be given to the timeframes for appeal mechanisms. 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 three days.
- 7.4.4 Where an issue that may legitimately extend the time to fill arrangements set out above exists, a proposal from management will be forwarded to the relevant union/s for agreement. The matter will also be noted at the next BEMS SBU.

### **7.5 Commitment to Insourcing**

- 7.5.1 BEMS work involves planned or corrective maintenance, minor or major works. The parties recognise Queensland Health's building, engineering and maintenance services (BEMS) as being the principal providers of trade services within Queensland Health facilities.
- 7.5.2 The employer commits to insourcing all BEMS work where viable. Insourcing opportunities include but are not limited to:
- (a) BEMS work performed by labour hire;
  - (b) BEMS work performed by contractors approved under a standing offer arrangements;
  - (c) BEMS work organised by an Assets and Infrastructure team/department or equivalent.
- 7.5.3 Insourcing opportunities exclude those contracted out BEMS services being performed during a current contracted period. Current contracted services present a contracting in opportunity upon expiration of the contract and are considered at clause 7.7.
- 7.5.4 Where management decide it is not viable for employees to perform the BEMS work required, a completed insourcing opportunities template will be provided in a timely manner for each occasion to:
- (a) the relevant union/s;
  - (b) the HHS Human Resources; and
  - (c) the Human Resource Branch, Department.
- 7.5.5 Any dispute between the parties arising out of this clause will be dealt with in accordance with clause 1.11 of this Agreement.
- 7.5.6 The matter will be noted at the next Local Consultative Forum (LCF) which shall have 'insourcing' as a standing agenda item.

### **7.6 Colocation**

- 7.6.1 Colocation of public and private health services will not result in the diminution of public health service or public sector industrial relations standards in Queensland. Colocation agreements will not

diminish existing arrangements for provision of public health services by the employer on a collocated site. This will not prevent the public sector providing services to private hospitals.

- 7.6.2 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 the Department and HHSs 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.

## 7.7 Insourcing Process

- 7.7.1 A viability assessment process for work currently outsourced to contractors will be undertaken no less than six months prior to the expiry of the contract unless otherwise agreed between the parties and subject to any legislative requirements. Where the contract contains the option to extend, viability assessments are to be undertaken six months prior to the opt-in date for the extension.

*Example one – A five-year contract expiring on 30 November 2025 is to have a viability assessment undertaken by 31 May 2025.*

*Example two – A three-year contract expiring on 1 November 2025. The contract contains the option to extend by two years provided notice is given at least 6 months prior to the contract end date. A viability assessment is to be undertaken by 1 November 2024 (e.g. 6 months' prior to the opt-in date).*

- (a) An option to extend the contract will not impact upon the obligation to undertake the viability assessment six months prior to the expiry date of the contract. To remove any doubt, the contract expiration date is the current end date of the contract, not inclusive of options to extend.
  - (b) This process will not prevent the use of contract extension clauses while this process continues.
- 7.7.2 In sourcing will occur where the viability assessment process demonstrates that work is competitive on an overall basis, including quality and the cost of purchase and maintenance of any equipment required to perform the work and the cost of any additional labour that is required. Where the employer requires that insourced 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 providers.
- 7.7.3 The employers' preferred policy position is to insource the maintenance of its technology after the expiry of the standard manufacturer's warranty, where viable. 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 viable.
- 7.7.4 HHSs will consult with the relevant unions, advising the date a viability assessment is to begin. Once a decision has been made by the employer subject to a viability assessment in accordance with clause 7.7 the appropriate outcome will be communicated to the relevant union/s prior to implementation. Neither party will seek to disrupt or delay the implementation of the approved outcome. Should the relevant union/s consider that a fair comparison has not been made then the matter should be referred to the dispute process at clause 1.11 for resolution. This must occur in a timely manner.
- 7.7.5 If the decision is made to insource the work, the use of any extension clause may be utilised only if such action is required to ensure the service is still delivered until recruitment of the required staff and all other actions necessary to perform the additional work is in place. The use of an extension clause in these circumstances shall not occur where such a contract extension clause provides for an extension to the contract of greater than one year.

## 7.8 Contracting Out

- 7.8.1 The employer is committed to complying with Government policy in relation to contracting out and employment security provisions of this Agreement.

- 7.8.2 It is the clear policy of the employer not to contract out or to lease current services.
- 7.8.3 For the purposes of this clause a current service is defined as work in the callings covered by this agreement which is:
- (a) currently performed by employees at the site; or
  - (b) currently contracted out, that employees could ordinarily perform, in the callings covered by this agreement.
- 7.8.4 There will be no contracting out or leasing of current services provided by the employer except in the following circumstances:
- (a) in the event of shortages of skilled staff, that cannot otherwise be engaged on a temporary or permanent basis;
  - (b) it can be clearly demonstrated that it is in the public interest that such services should be contracted out.
- 7.8.5 The employer will include as a condition of all future contracts a requirement that contractors (including labour hire companies) must pay the current wage rates contained within Schedule 1 of this agreement as a minimum for all work performed in the callings covered by this agreement. This provision shall apply to all relevant tenders called and relevant contracts entered into on or after the date of the certification of this Agreement. Where the employer requires work is performed which specify industry accepted standards of accreditation or minimum qualifications for their performance, these requirements must also be met by external providers.
- 7.8.6 Where the employer is considering contracting out or leasing current services, the relevant union/s will be consulted as early as possible with discussions to 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. It is the responsibility of the relevant union/s to participate fully in discussions on any proposals to contract out or lease current services.

#### ***New Contracted Out Service Proposals***

- 7.8.7 Prior to implementation, any proposal to contract out or lease current services will need to demonstrate clear benefits such as enhanced service delivery, 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.

#### ***Contracted Out Services with Optional Extension Periods***

- 7.8.8 Subject to this clause, existing contract arrangements will not be extended to new or replacement facilities. It is acknowledged that new or replacement facilities are not to be treated as Greenfield sites.
- 7.8.9 With the exception the emergent circumstances outlined in clause 7.8.8, the employer cannot contract out or lease current services until agreement is reached at the BEMS SBU, provided that such agreement shall not unreasonably be withheld.
- 7.8.10 In emergent circumstances, arising from extraordinary or unforeseen events, where a delay would cause immediate risk to patients and/or detriment to the delivery of public health services, the employer can contract out or lease current services without seeking agreement of to the BEMS SBU, provided clause 7.8.10 has been met.
- 7.8.11 In these emergent circumstances, the employer will advise relevant unions as soon as practicable. In all cases information must be provided to the next BEMS SBU for review in relation to these cases and to assist in determining strategies to resolve any issues that arise.
- 7.8.12 Any dispute between the parties arising out of this clause will be dealt with in accordance with clause 1.11 of this Agreement.

## **PART 8 - COMMUNICATION, CONSULTATION, DISPUTE RESOLUTION AND INDUSTRIAL RELATIONS MATTERS**

### **8.1 Consultation Mechanisms**

- 8.1.1 In implementing the agreed outcomes of this Agreement, a consultative mechanism will be established to ensure the continued effectiveness and/or efficient operation of this Agreement.

### **8.2 Union Encouragement**

- 8.2.1 The employer is to provide relevant unions with complete lists of new starters (consisting of name, job title and work location) to the workplace on a quarterly basis, unless agreed between the employer and union to be on a more regular basis. This information is to be provided electronically.
- 8.2.2 The employer is required where requested to provide relevant unions with a listing of current staff comprising name, job title and work location. This information shall be supplied on a six-monthly basis, unless agreed between the employer and union to be on a more regular basis. The provision of all staff information to relevant unions shall be consistent with the principles outlined at s350 of the IR Act.

### **8.3 Local Consultative Forum**

- 8.3.1 Each employer will establish and maintain a LCF. For those employers with limited numbers of employees, a small gathering of all employees should occur to discuss any issues or concerns including instances of contracted services and the opportunity of contracting services in.
- 8.3.2 Each LCF shall have 'contracting' as a standing agenda item. The membership of the LCF will be representative of the parties to this agreement (a combination of management and union delegates).
- 8.3.3 The LCF shall convene at least 10 times annually at times mutually agreed by the parties.
- 8.3.4 Unions shall be provided a list of proposed annual LCF dates by the HHS.
- 8.3.5 The role of the LCF shall be to develop a consultation process for BEMS. The consultative processes established may be integrated with consultative processes for quality improvement, and health and safety provided that they are consistent with the provisions of this Agreement.
- 8.3.6 Matters that cannot be resolved through the LCF will be referred to the Health Consultative Forum (HCF). A union member of the LCF will attend the HCF and provide any updates back to the LCF at the next meeting.

### **8.4 Effective Consultation Practices**

- 8.4.1 The parties to this agreement recognise that for the Agreement to be successful then the changes and measures contained within this Agreement need to be implemented through an open and consultative process.
- 8.4.2 The parties to this agreement are committed to involving employees and their representatives in the decision-making processes affecting the workforce. This includes the provision of information on policy, planning and management strategies for service delivery. Employees will be encouraged to participate in the consultation processes by allowing adequate time to understand, analyse and respond to such information.
- 8.4.3 Consultation requires the exchange of timely information and genuine desire for the consideration of each party's view before making a final decision.

### **8.5 Health Consultative Forum**

- 8.5.1 A HCF is a joint management and union consultative forum. There continues to be a requirement for each employer to establish and maintain a HCF.
- 8.5.2 Matters that are not able to be addressed at the LCF will be tabled and discussed through the HCF. Matters that cannot be resolved via the HCF will be referred to the BEMS SBU.



## **8.6 Building, Engineering and Maintenance Services State Bargaining Unit (BEMS SBU)**

- 8.6.1 The BEMS SBU was formed to deal specifically with BEMS issues that cannot be resolved at the local consultative forums (LCF/HCF).
- 8.6.2 The BEMS SBU will facilitate meaningful consultation between the employer and relevant unions regarding industrial issues affecting the employers of the BEMS workforce.
- 8.6.3 BEMS SBU will convene at least four times annually.
- 8.6.4 The BEMS SBU comprises of at least a quorum of two union representatives and two management representatives. Union representatives will be full time officials and nominated authorised delegates (usually one delegate per union).
- 8.6.5 Any BEMS SBU member may submit agenda items. Agenda items must include relevant material that provides detail of the agenda item to enable discussion and consideration at the BEMS SBU. Agenda items and relevant material must be provided to the secretariat not less than one week prior to the next scheduled BEMS SBU.
- 8.6.6 In the case of emergent situations, the BEMS SBU will hear any concerns raised by the unions not directly discussed at the local forums (LCF/HCF). However, where it is identified that the matters should be addressed locally a note will be made on the minutes to reflect the matter is being dealt with at the HHS level (or equivalent).
- 8.6.7 Standing agenda items for the BEMS SBU will be:
  - (a) Attendance and Apologies
  - (b) Confirmation of Minutes
  - (c) Review of Action Items from Previous Meeting
  - (d) Agenda Items
  - (e) General Business
- 8.6.8 Where the parties to the certified agreement attending the BEMS SBU form an agreed view on the resolution of the grievance this is the position that must be accepted and implemented by the parties and shall be given effect by the HHS Chief Executive officer.

## **8.7 Organisational Change and Restructuring**

- 8.7.1 Prior to implementation, all proposed organisational change will need to demonstrate clear benefits such as enhanced service delivery to the community, improved efficiency and effectiveness and will follow the agreed change management processes as outlined in the Queensland Health 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.
- 8.7.2 When it is decided to conduct a review, union representatives will be advised as soon as practicable and consulted from the outset. All parties will participate in a constructive manner.
- 8.7.3 Furthermore, details will be included that provide for encouraging employees to participate in the consultative processes by allowing adequate time to understand, analyse and respond to various information that would be needed to inform employees and their unions.
- 8.7.4 All significant organisational change and/or restructuring that will impact on the workforce (e.g. job reductions, deployment to new locations, major alterations to current service delivery arrangements) will be subject to the employer establishing such benefits in a business case which shall be tabled for the purposes of consultation at the HCF (or equivalent). A business case is not required for minor changes or minor restructuring.

- 8.7.5 There will be no downgrading of positions during the life of the agreement other than through organisational change processes.
- 8.7.6 It is acknowledged that management has a right to implement changes to ensure the effective delivery of health care services. The consultation process will not be used to frustrate or delay the changes but rather ensure that all viable options are considered. If this process cannot be resolved at the HHS level (or equivalent) in a timely manner either party may refer the matter to the BEMS SBU for resolution.
- 8.7.7 The employer commits to provide a just transition for workers who will be impacted by the introduction of new technology. The employer will ensure early identification and engagement of employees likely to be affected by the future introduction of technology, prepare workers for the change, and provide appropriate support to workers who are likely to be impacted. This support may include planning with workers to transition to new roles in Queensland Health.
- 8.7.8 For organisational change, the emphasis will be on minimum disruption to the workforce and maximum placement of affected staff within employers. It is not in the best interest for employees to undergo constant change, therefore, the employer will minimise the duration and complexity of organisational change where possible. Organisational restructuring should not result in a large scale "spilling" of jobs.
- 8.7.9 Subject to the above, the parties acknowledge that where the implementation of workplace change results in fewer employees being required in some organisational units, appropriate job reduction strategies will be developed in consultation with relevant union/s.
- 8.7.10 Prior to the implementation of any decision in relation to workplace change likely to affect security and certainty of employment of employees, such changes will be subject to consultation with the relevant union/s. The objective of such consultation will be to minimise any adverse impact on security and certainty of employment.
- 8.7.11 After such discussions have occurred and it is determined that fewer employees are required, appropriate job reduction strategies will be developed that may include non-replacement of resignees and retirees and the deployment/redeployment and retraining of excess employees which will have regard to the circumstances of the individual employee/s affected. This will occur in a reasonable manner.
- 8.7.12 Where individuals unreasonably refuse to participate or cooperate in deployment/ redeployment and retraining processes, the full provisions for managing redundancies shall be followed. No employee shall 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.
- 8.7.13 Consultative arrangements required to be followed in the management of any organisational change and restructuring proposal will be in accordance with clause 8.8 of this agreement and the Queensland Health Change Management Guidelines which includes consultation with all relevant unions.

## **8.8 Introduction of Major Change**

- 8.8.1 Employer's duty to notify
  - (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and their relevant union/s. In circumstances where an employer is considering contracting out, the employer shall follow the provisions outlined in clause 8.7 of this Agreement until it expires or is replaced by another Agreement.
  - (b) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where this agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

### 8.8.2 Employer's duty to discuss change

- (a) The employer shall discuss with the employees affected and their relevant unions/s, inter alia, the introduction of the changes referred to in clause 8.8.1(a) hereof, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees.
- (b) The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.8.1(a) hereof. Where possible, discussions will be held before a decision is made.
- (c) For the purpose of such discussion, the employer shall provide in writing to the employees concerned and their relevant union/s all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that the employer shall not be required to disclose confidential information, the disclosure of which would be inimical to their interests.

## 8.9 Collective Industrial Relations

- 8.9.1 The employer is committed to collective agreements with unions and does not support non-union agreements. The employer is committed to the Queensland Government Commitment to Union Encouragement Policy and *HR Policy F4 Union Encouragement* and the Union Encouragement Guideline. The employer will communicate these commitments to employees at all levels, in all work units and at all localities.
- 8.9.2 The parties to this Agreement acknowledge that structured, collective industrial relations will continue as a fundamental principle. The principle recognises the important role of unions in the workplace and the traditionally high levels of union membership in the workplaces subject to this Agreement.
- 8.9.3 The parties to this Agreement support constructive relations between the parties and recognise the need to work co-operatively in an open and accountable way. It is expected both management and unions adopt a problem-solving approach where there is disagreement about these matters.
- 8.9.4 Agreed arrangements regarding union encouragement are contained in the *HR Policy F4 'Union Encouragement'* as listed in Schedule 3 to this Agreement.

## PART 9 - FLEXIBILITY

### 9.1 Enterprise Flexibility

- 9.1.1 As part of the structural efficiency exercise and as an ongoing process for improvements in productivity and efficiency, discussion should take place at an enterprise level to provide:
  - (a) more flexible working arrangements;
  - (b) improvement in the quality of working life;
  - (c) enhancement of skills, training and job satisfaction;
  - (d) positive assistance in the restructuring process; and
  - (e) encourage consultation mechanisms across the workplace to all employees in an enterprise.
- 9.1.2 Consultative mechanisms and procedures shall be established in accordance with Part 8 of this Agreement.
- 9.1.3 The purpose of the consultative mechanisms and procedures is to facilitate the efficient operation of the enterprise or workplace according to its particular needs.
- 9.1.4 This agreement can be varied to change work practices to facilitate the efficient operation of a workplace, provided that no change will be used to reduce Award/Agreement standards, and any change must be agreed to by the majority of employees affected.

- 9.1.5 When this Certified Agreement is varied to give effect to an agreement made pursuant to Part 9, the variation shall become a schedule to this Certified Agreement and the variation shall take precedence over any provision of the Certified Agreement to the extent of any expressly identified inconsistency.

## **PART 10 - TRAINING AND RELATED MATTERS**

### **10.1 Training**

- 10.1.1 Training covered by the Study and Research Assistance Scheme (SARAS) – i.e. training specific to the employee's development. Training approved under SARAS will complement the classification structure so as to provide for career advancement.

- (a) Application from employees to complete the following types of courses will be eligible for support in accordance with the *SARAS – Study and research assistance scheme HR Policy G10*:
  - (i) TAFE Advanced Certificate in Engineering where the modules are relevant;
  - (ii) TAFE Engineering Production Certificate Course where the modules are relevant;
  - (iii) other equivalent courses of study which will allow reclassification. If the course of study is relevant to other areas of employment relevant to the Employer, it may be considered under the 'desirable' category.
- (b) Applications approved in accordance with (a) above will be categorised as 'highly desirable' part-time which provides for:
  - (i) Up to a maximum of eight hours per week during normal hours of duty to attend lectures not offered outside of normal hours of work – this may also include reasonable travel time where necessary;
  - (ii) Examination leave, including time for travel, with pay to attend exams during normal hours of work;
  - (iii) Up to five days leave without pay per subject up to a maximum of 20 days per year for study purposes. Leave may be taken on half or full day basis and may be deducted from recreational leave.
 

For compulsory residential schools, leave to a maximum of 15 days per annum with pay and five days without pay. Travel and accommodation expenses to and from, but not during the residential school may be reimbursed at the discretion of the employer, or approved delegate. Employees required to attend local, compulsory schools may also access this provision, but not the reimbursement of travel/accommodation expenses;
  - (iv) Reimbursement of statutory fees, (tuition, student services, examination fees – but not HECS) up to a sum less than or equal to the full-time student services fees for the University of Queensland, upon successful completion of studies.
- (c) The employer, or approved delegate, will have the discretion to approve an application for a higher level of support under SARAS, as long as it meets SARAS criteria.
- (d) Leave during normal work hours will be subject to operational convenience, i.e. there must be sufficient employees to deal with emergent situations during normal hours of work.
- (e) Nothing in this clause will limit the ability of employees to access any improvements in SARAS arrangements that may be implemented after the certification of this Agreement.

- 10.1.2 Corporate training – i.e. training specific to the needs of the HHS:

Where there is an identified corporate training need which will enable BEMS to meet service needs (e.g. maintenance training on new hospital equipment), an appropriate means of training should be identified. Training means may include but will not be restricted to: using various forms of on-the-job

training; networking within and between HHSs; and through utilisation of internal or external training providers.

- 10.1.3 The parties agree that a SARAS application will not be unreasonably refused. Where the employer has genuinely considered and declines an employee's application the employee will be provided with the reasons for the decision within a reasonable period, not longer than 30 days.
- 10.1.4 Each facility shall develop a training plan, which takes into account the existing and projected corporate need for training within the BEMS area. Training plans should take into consideration the need to stay abreast of new technology.
- 10.1.5 All applications for training within BEMS will receive fair and reasonable consideration by management. However, preference will be given to suppliers of nationally accredited training, and all applications for training will be subject to normal budget prioritisation processes within the facility/HHS (or equivalent).
- 10.1.6 Where an employee is required or requested by the employer to hold or obtain an additional non-mandatory registration or licence to perform their duties, the employee may apply to the employer for reimbursement of registration or licence fees incurred during their employment.
- 10.1.7 Grievances regarding access to training should be lodged in accordance with the grievance procedures set out in this Agreement.

## **10.2 Medical Gas Training**

- 10.2.2 The parties recognise that current legislation exempts public sector employees from the mandatory requirement of completing the unit of competency in medical gas installation and testing, Queensland Health acknowledges that it is best practice to provide relevant employees with training in this field.
- 10.2.3 All employees who, at certification, are required to maintain medical gas systems shall be provided funding to complete training in the Unit of competency CPCPMS3034 - Install and test medical gas pipeline systems (Release 3), or any replacement unit of competency.

## **PART 11 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES**

### **11.1 Uniforms and Protective Clothing**

- 11.1.1 If it is identified that an employee must wear protective footwear, clothing or equipment to meet the requirements of Workplace Health and Safety legislation the employer shall provide, at no cost to the employee, appropriate protective footwear, clothing and equipment.
- 11.1.2 All permanent employees and temporary employees engaged for six months or more shall be provided with a minimum of five sets of uniforms of a standard that meets the employer's workplace health and safety obligations.
  - (a) The following uniforms should be supplied (where appropriate):
    - (i) Shirts;
    - (ii) Trousers and/or shorts;
    - (iii) 1 x Overall;
    - (iv) Safety Equipment (i.e. ear and eye protection);
    - (v) 1 x Jacket (for working in the rain and/or cold conditions);
    - (vi) Reflective Strips (where not already supplied on jackets).
  - (b) Uniforms shall be issued within a reasonable period of an employee's commencement, and shall be returned to the employer upon termination, resignation or retirement of employment.

- (c) Employees covered by this Agreement are not entitled to have their uniforms laundered by the employer, or receive an allowance in lieu of laundering. However, during the life of this Agreement, the practice of laundering uniforms may cease after employees are consulted and provided with a reasonable period of notice.

11.1.3 Protective footwear, equipment and clothing as per clause 11.1.1 and uniforms in clause 11.1.2 will be replaced on annual basis.

11.1.4 Where employees are not currently provided with five sets of uniforms, they will be issued with additional uniforms within three months of the date of certification of this Agreement.

11.1.5 The employer will instruct the employee, where appropriate, to replace uniforms if appear worn and/or torn.

## **11.2 Occupational Health and Safety Matters**

11.2.1 The use of personal protective clothing and equipment together with the relevant safety measures as set out in the *Work Health and Safety Act 2011* (WHS Act), Regulations, and relevant Codes of Practice, are to be followed at all times.

11.2.2 The Employer is committed to ensuring that workplace health and safety representatives and officers are given necessary time and resources to undertake their role in accordance with the WHS Act.

11.2.3 The employer recognises the potential risk of adverse health effects associated with the use, handling, storage and disposal of certain substances. The employer commits to ensure the health and safety of workers and others wherever exposure to such substances, which include any airborne particulates that has the potential to arise throughout the course of work. As part of fulfilling its commitment the employer will ensure Building, Engineering and Maintenance Services employees are provided training that is contemporaneous and of a consistent quality. The employer shall also consider the status of nationally accredited training and the availability of registered training providers.

## **11.3 Compensation for Clothes and Tools**

11.3.1 An employee shall be reimbursed by the employer to a maximum of \$1,520.00 applicable 1 September 2019 for:

- (a) loss of tools or clothes by fire or theft whilst securely stored at the employer's direction in a room or building on the employer's premises, job, workshop or in a lock-up; or
- (b) if the tools are lost or stolen while being transported by the employee at the employer's direction; or
- (c) if the tools are accidentally lost over water or if the tools are lost or stolen leaving the job because of injury or illness.

Provided that an employee transporting the employee's, tools shall take all reasonable care to protect those tools and prevents theft or loss.

11.3.2 This amount shall be adjusted with variations to clause 29.1(d)(i) Equipment, tools and amenities of the *Building, Engineering and Maintenance Services Employees (Queensland Government) Award – State 2016* as from the applicable operative date.

11.3.3 Unless prevented from doing so because of injury or illness it is the responsibility of the employee to ensure that the employee's tools are securely stored at the completion of each day's work or shift.

11.3.4 Where an employee is absent from work because of illness or accident and has advised the employer in accordance with clause 20 of the *Building, Engineering and Maintenance Services Employees (Queensland Government) Award – State 2016*, the employee shall ensure that the employee's tools continue to be securely stored during such absence.

11.3.5 When an employer requires an employee to wear specific safety eye wear, the employer will pay and supply the appropriate safety eye wear.

11.3.6 For the purposes of this clause:

- (a) only tools used by the employee in the course of their employment shall be covered by this clause;
- (b) the employee shall, if requested to do so, furnish the employer with a list of tools so used;
- (c) reimbursement shall be at the current replacement value of new tools of the same or comparable quality;
- (d) the employee shall report any theft to the Police prior to making a claim on the employer for replacement of stolen tools.

10.3.7 Tradespersons shall replace or pay for any tools supplied by their employer which are lost as a result of negligence on the part of the employee.

#### **11.4 Work in Rain**

10.4.1 Where practicable, suitable waterproof clothing shall be supplied by the employer to employees who are required to work in the rain. Notwithstanding the foregoing, where in the performance of work an employee gets their clothes wet, the employee shall be paid double rates for all work so performed and such payment shall continue until the employee is able to change into dry clothing or until the employee ceases work, whichever is the earlier.

#### **PART 12 - NO FURTHER CLAIMS**

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

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

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

- (a) General Rulings and Statements of Policy issued by the QIRC 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;

12.1.4 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 PS Act effective at the date this Agreement was made will not be reduced for the life of this Agreement.

## SCHEDULE 1 – WAGE RATES

Classification	Wage Rates 1 September 2022		Wage Rates 1 September 2023		Wage Rates from 1 September 2024	
	Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
Apprentice	\$1,464.40	\$38,205	\$1,522.00	\$39,708	\$1,567.00	\$40,882
	\$1,721.20	\$44,905	\$1,789.40	\$46,684	\$1,842.40	\$48,067
	\$1,978.00	\$51,605	\$2,056.60	\$53,655	\$2,118.00	\$55,257
	\$2,363.20	\$61,654	\$2,457.60	\$64,117	\$2,531.20	\$66,037
HBEA13	\$2,267.60	\$59,160	\$2,358.40	\$61,529	\$2,429.20	\$63,376
HBEA12	\$2,350.60	\$61,325	\$2,444.60	\$63,778	\$2,518.00	\$65,693
HBEA11	\$2,475.60	\$64,587	\$2,574.60	\$67,169	\$2,651.80	\$69,184
Engine Drivers	\$2,620.00	\$68,354	\$2,724.80	\$71,088	\$2,806.60	\$73,222
HBEA10	\$2,620.00	\$68,354	\$2,724.80	\$71,088	\$2,806.60	\$73,222
HBEA9	\$2,738.40	\$71,443	\$2,848.00	\$74,302	\$2,933.40	\$76,530
HBEA8	\$2,861.40	\$74,652	\$2,975.80	\$77,636	\$3,065.00	\$79,964
HBEA7	\$3,047.20	\$79,499	\$3,169.00	\$82,677	\$3,264.00	\$85,155
HBEA6	\$3,232.40	\$84,331	\$3,361.60	\$87,702	\$3,462.40	\$90,332
HBEA5	\$3,418.40	\$89,184	\$3,555.20	\$92,753	\$3,661.80	\$95,534
HBEA4	\$3,480.40	\$90,801	\$3,619.60	\$94,433	\$3,728.20	\$97,266
HBEA3	\$3,604.00	\$94,026	\$3,748.20	\$97,788	\$3,860.60	\$100,720

Note:

1. The increment levels for classifications HBEA13 to HBEA5 (including Engine Drivers) are collapsed to one single increment for each classification as at 1 September 2022. The new single wage rate for each classification is based on the highest increment level of each classification as at 31 August 2022. Employees who are not currently receiving the highest increment level will automatically be progressed to the new single wage rate as at 1 September 2022.
2. Apprentice wage rates are calculated in accordance with clause 2.8 of this agreement.



## **SCHEDULE 2 – GENERIC LEVEL STATEMENTS**

### **1.1 GROUP HBEA3 TO HBEA5**

The criteria for reclassification and descriptors are as specified in the *Building, Engineering and Maintenance Services Employees (Queensland Government) Award - State 2016* and in clause 5.6 of this agreement.

### **1.2 GROUP HBEA6 – SPECIALIST TRADE TECHNICIAN**

1.2.1 A Specialist Trade Technician Level 1 means a:

- (a) Specialist Trade Technician (electrical/electronic) Level 1; or
- (b) Specialist Trade Technician (mechanical) Level 1; or
- (c) Specialist Trade Technician (fabrication/vehicle building) Level 1; or
- (d) Specialist Trade Technician (building); and

who has completed:

- (e) 12 appropriate modules of an Advanced Certificate; or
- (f) 12 appropriate modules of an Associate Diploma;
- (g) or equivalent accredited training; or
- (h) 48 additional points above a HBEA10 (including a minimum of 24 points specialist competencies).

1.2.2 A Specialist Trade Technician Level 1 works above and beyond a Tradesperson at HBEA7 and to the level of their training:

- (a) undertakes quality control and work organisation at a higher level than for HBEA7;
- (b) provides trade guidance and assistance as part of a work team;
- (c) assists in the provision of training to employees in conjunction with supervisors/trainers;
- (d) performs maintenance planning and predictive maintenance work not in technical fields.
- (e) works under limited supervision either individually or in a team environment;
- (f) prepares reports of a technical nature on specific tasks or assignments as directed;
- (g) exercises broad discretion within the scope of this level.

1.2.3 The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate Trade and Post Trade Training:

- (a) working on combinations of machines or equipment which utilises complex electronic, mechanical and fluid power principles;
- (b) working on instruments which make up a complex control system which utilise some combinations of electrical, electronic, mechanical, fluid power principles and electronic circuitry containing complex analogue and/or digital control systems utilising integrated circuitry;
- (c) An overall understanding of the operating principles of the systems and equipment on which the tradesperson is required to carry out the tasks;
- (d) Applies computer integrated manufacturing technique involving a higher level of computer operating and programming skills than for HBEA7;

- (e) working on various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems using integrated circuitry;
- (f) Building trade employees who perform and utilise required tasks from various specialist cross trade and specialist post trade skills which are above their base trade as described in the Queensland Heath Competency Menu.

### **1.3 GROUP HBEA7 – ADVANCED SPECIAL CLASS TRADESPERSON**

1.3.1 An Advanced Special Class Tradesperson Level II means an:

- (a) Advanced Special Class Tradesperson (electrical/electronic) Level II; or
- (b) Advanced Special Class Tradesperson (mechanical) Level II; or
- (c) Advanced Special Class Tradesperson (fabrication/vehicle building) Level II; or
- (d) Advanced Special Class Tradesperson (building); and

who has completed the following training requirement:

- (e) 3 appropriate modules in addition to the requirements of HBEA8; or
- (f) 9 appropriate modules towards an Advanced Certificate; or
- (g) 9 appropriate modules towards an Associate Diploma, or equivalent; or
- (h) 36 additional points above a HBEA10 (including a minimum of 12 points specialist competencies).

1.3.2 An Advanced Special Class Tradesperson works above and beyond a Tradesperson at HBEA8 and to the level of their training:

- (a) exercises the skill attained through satisfactory completion of the training prescribed for this classification or equivalent;
- (b) is able to provide trade guidance and assistance as part of a work team;
- (c) provides training in conjunction with supervisors and trainers;
- (d) understands and implements quality control techniques;
- (e) works under limited supervision either individually or in a team environment.

1.3.3 The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate Trade and Post Trade Training to enable the employee to perform the particular indicative tasks:

- (a) works on machines or equipment which utilise complex mechanical, hydraulic and/or pneumatic circuitry and controls;
- (b) works on machinery or equipment which utilise complex electrical/electronic circuitry and controls;
- (c) works on instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical, or fluid power principles;
- (d) applies advanced computer numerical control techniques in machining, cutting, welding or fabrication;
- (e) exercises intermediate CAD/CAM skills in the performance of routine modifications to programs;
- (f) working on complex or intricate interconnected electrical circuits at a level above HBEA8;
- (g) working on complex radio/communication equipment;

- (h) Building Trade employees who perform and utilise required tasks from various specialist cross trade and specialist post trade skills which are above their base trade as described in the Queensland Health Competency Menu.

**Note:** The Post Trade Certificate referred to in this definition is not directly comparable with existing Post Trade qualifications and the possession of such qualification does not itself justify classification of a tradesperson to this level.

#### **1.4 GROUP HBEA8 – SPECIAL CLASS TRADESPERSON**

##### **1.4.1 A Special Class Tradesperson Level 1 means a:**

- (a) Special Class Tradesperson (electrical/electronic) Level 1; or
- (b) Special Class Tradesperson (mechanical) Level 1; or
- (c) Special Class Tradesperson (fabrication/vehicle building) Level 1; or
- (d) Special Class Tradesperson (building); and

who has completed the following training requirement:

- (e) 6 appropriate modules in addition to the training requirements of HBEA10 level; or
- (f) 6 appropriate modules towards an Advanced Certificate; or
- (g) 6 appropriate modules towards an Associate Diploma, or equivalent; or
- (h) 24 additional points above HBEA 10.

##### **1.4.2 A Special Class Engineering Tradesperson Level 1 works above and beyond a Tradesperson at HBEA9 and to the level of their training:**

- (a) exercises the skill attained through satisfactory completion of the training prescribed for this classification or equivalent;
- (b) provides trade guidance and assistance as part of a work team;
- (c) assists in the provision of training in conjunction with supervisors and trainers;
- (d) understands and implements quality control techniques;
- (e) works under limited supervision either individually or in a team environment.

##### **1.4.3 The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate Trade and Post Trade Training to enable the employee to perform the particular indicative tasks:**

- (a) exercises high precision trade skills using various materials and/or specialist techniques;
- (b) performs operations on a CAD/CAM terminal in the performance of routine modifications to NC/CNC programs;
- (c) installs, repairs, maintains, tests, modifies, commissions and/or fault finds on complex machinery and equipment which utilises hydraulic and/or pneumatic principles and in the course of such work; is required to read and understand hydraulic and pneumatic circuitry which involves examining, diagnosing and modifying systems comprising inter-connected circuits;
- (d) works on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising inter-connected circuits.

**OR**

1.4.4 Classification at HBEA8 as a Special Class Tradesperson may also be achieved if an Engineering Tradesperson or a Building Tradesperson meets the following criteria:

- (a) Possession of their primary AQF3 qualification and 24 points as outlined in the Queensland Health Building and Engineering Services Competency Standards.
- (b) The above training requirements may be obtained in relation to:
  - (i) Specialist skills, as defined, in the particular trade in which the employee is primarily employed; and/or
  - (ii) A range of skills in comparable trades other than that in which they are primarily employed, which would allow an employee to perform a range of duties across trades as required by the HHS. It is necessary to ensure that the Tradesperson has obtained the necessary skills and knowledge and is at a competent level to perform the duty and would meet existing licencing requirements.
- (c) Awarding of points will be subject to certification by the employing facility/service that the applicant is required to use the skills/licence in the course of their duties.
- (d) Awarding of points will be subject to production of satisfactory evidence that the applicant possesses the skills/licence. An assessment of skills will be undertaken in accordance with the Queensland Health Building and Engineering Services Guide to Reclassification.

**AND**

- (e) Certification that the employee performs work above and beyond an employee at Level HBEA9. The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate Trade and Post Trade training and/or on-the-job experience to enable the employee to perform the particular indicative tasks:
  - (i) exercise high precision trade skills using various material and/or specialists techniques; and/or
  - (ii) exercise a range of precision trade skills using various material and/or techniques across different trades;
  - (iii) installs, repairs, maintains, tests, modifies, commissions and/or fault finds on complex equipment in the course of such work, and is required to understand the intricate workings of this equipment.
  - (iv) exercises the skill attained through satisfactory completion of the training, and/or on-the-job experience, prescribed for this classification subject to a prescribed standard;
  - (v) provides trade guidance and assistance as part of a work team;
  - (vi) assists in the provision of training in conjunction with supervisors and trainers;
  - (vii) understands and implements quality control techniques;
  - (viii) works under limited supervision either individually or in a team environment.

## **1.5 GROUP HBEA9 – ADVANCED TRADESPERSON**

1.5.1 An Advanced Tradesperson Level II is an:

- (a) Advanced Tradesperson (electrical/electronic) Level II; or
- (b) Advanced Tradesperson (mechanical) Level II; or
- (c) Advanced Tradesperson (fabrication/vehicle building) Level II; or
- (d) Advanced Tradesperson (building); and

who has completed the following training requirement:

- (e) 3 appropriate modules in addition to the training requirements of HBEA10; or
- (f) 3 appropriate modules towards an Advanced Certificate;
- (g) 3 appropriate modules towards an Associate Diploma; or equivalent; or
- (h) 12 additional points above HBEA10.

1.5.2 An Advanced Tradesperson Level II works above and beyond a Tradesperson at HBEA10 level of their training:

- (a) exercises the skills attained through satisfactory completion of the training prescribed for this classification or equivalent;
- (b) exercises discretion within the scope of this grade;
- (c) works under general supervision either individually or in a team environment;
- (d) understands and implements quality control techniques;
- (e) provides trade guidance and assistance as part of a work team;
- (f) exercises trade skills relevant to the specific requirements of the enterprise at a level higher than HBEA10.

Tasks which an employee at this level may perform are subject to the employee having the appropriate Trade and Post Trade Training to enable them to perform particular tasks.

**OR**

1.5.3 A HBEA9 Advanced Tradesperson works above and beyond a Tradesperson at HBEA10 level and consistently exercises a level of skill expected of a Tradesperson with at least two years post trade experience.

An employee at this level must be able to demonstrate:

- (a) general trade competence;
- (b) demonstrated knowledge of the location of key access points/service lines of buildings, work areas, machinery, equipment and tools relevant to their specific trade;
- (c) demonstrated ability to isolate local systems;
- (d) demonstrated ability to solve emergent problems (trouble shoot) within the local work area;
- (e) demonstrated ability to minimise disruption to patients and other staff in the performance of day to day duties whilst maintaining an appropriate customer focus;
- (f) demonstrated ability to notify appropriate personnel of technical problems or maintenance issues requiring the attention of trades other than their own;
- (g) demonstrated competence in departmental documentation and procedures;
- (h) accepts responsibility for tasks undertaken;
- (i) participates in the development of Building and Engineering Services officers and Assistants; and
- (j) actively contributes to Quality Assurance for the trade area.

**OR**

1.5.4 Classification at HBEA9 may also be achieved if an Engineering Tradesperson or a Building Tradesperson meets the following criteria:

- (a) possession of their primary AQF3 qualification and 12 points as outlined in the Queensland Health Building and Engineering Services Competency Standards;
- (b) awarding of points will be subject to certification by the employing facility/service that the applicant is required to use the skills/licence in the course of their duties;
- (c) awarding of points will be subject to production of satisfactory evidence that the applicant possesses the skills/licence. An assessment of skills will be undertaken in accordance with the Queensland Health Building and Engineering Services Guide to Reclassification; and
- (d) certification that the employee performs work above and beyond an employee at level HBEA10.

## **1.6 GROUP HBEA10 – TRADESPERSON**

1.6.1 An employee who holds a Trade Certificate or Tradespersons Rights Certificate as a:

- (a) Tradesperson (electrical/electronic) Level 1; or
- (b) Tradesperson (mechanical) Level 1; or
- (c) Tradesperson (fabrication/vehicle building) Level 1; or
- (d) Tradesperson (building).

1.6.2 An employee who holds a Trade Certificate or Tradespersons Rights Certificate in one or more of the following building trades:

- (a) Bricklayer;
- (b) Carpenter, Joiner or Machinist;
- (c) Plasterer or Fibrous Plasterer;
- (d) Floor Specialist;
- (e) Painter;
- (f) Licensed Plumber;
- (g) Licensed Drainer;
- (h) Sand Blaster;
- (i) Tiler;

and is able to exercise the skills and knowledge of that trade.

1.6.3 A HBEA10 Tradesperson works above and beyond an employee at HBEA11 and to the level of their training:

- (a) understands and applies quality control techniques;
- (b) exercises good interpersonal and communication skills;
- (c) exercises keyboard skills at a higher level than HBEA11;
- (d) exercises discretion within the scope of this grade;
- (e) performs work under limited supervision either individually or in a team environment;
- (f) operates all lifting equipment incidental to their work;

- (g) performs work which, while primarily involving the skills of the employee's trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training;
- (h) able to inspect products and/or materials for conformity with established operational standards.

## **1.7 SPECIAL CLASS ENGINE DRIVER**

1.7.1 A Special Class Engine Driver works above and beyond an Engine Driver at HBEA11 level and consistently exercises a level of skill expected of an Engine Driver with at least four years' service (refer to 1.7.2) within the health services environment:

- (a) general competence as a Boiler Attendant;
- (b) demonstrated knowledge of the location of key plumbing and steam lines relevant to the provision of steam machine, equipment and tools relevant to their specific expertise;
- (c) demonstrated ability to operate the computer control board, modern combustion and automatic controls;
- (d) demonstrated ability to undertake water treatment testing to an effective level;
- (e) demonstrated ability to solve emergent problems (trouble shoot) within the local work area;
- (f) demonstrated ability to minimise disruption to patients and other staff in the performance of day to day duties whilst maintaining an appropriate customer focus;
- (g) demonstrated ability to notify appropriate personnel of plant and equipment breakdowns so that appropriate action may be taken as soon as possible and to prevent further damage from occurring;
- (h) demonstrated competency in departmental documentation and procedures;
- (i) accepts responsibility for tasks undertaken;
- (j) demonstrated knowledge of the environmental impact of boiler house operations including the legislative requirements set out in the Environmental Protection Act;
- (k) participates in the development of Building and Engineering Services officers and Assistants (including Engine Drivers Level HBEA11 equivalency and Trimmers);
- (l) actively contributes to quality assurance for their area of expertise.

### **Note**

- (a) The four years has been determined based upon the equivalent apprenticeship period for the majority of building and engineering trades.
- (b) Engine Drivers appointed as such on or before 1 September 1995, may apply for special consideration of the waiving of the four year period of service as an Engine Driver. Special consideration must be based on the following factors:
  - (i) appointment as an Engine Driver with the employer for a continuous period of at least 12 months, and
  - (ii) certification by an agreed, appropriately qualified person that the applicant has at least three years continuous service as a Trimmer and during that time the applicant consistently met criteria (ii) to (xiii) of this clause.
- (b) Level HBEA10 is the maximum level available to Engine Drivers.

- 1.8 GROUP HBEA11 – TRADE ASSISTANT (INCLUDING LICENSED TRADES ASSISTANT/OPERATOR)**
- 1.8.1 An employee who has completed a Production/Engineering Certificate II or equivalent so as to enable the employee to perform work within the scope of this level.
- 1.8.2 An employee at this level performs work above and beyond the skills of an employee at HBEA12 and to the level of their training:
- (a) works from complex instructions and procedures;
  - (b) assists in the provision of on-the-job training to a limited degree;
  - (c) coordinates work in a team environment or works individually under general supervision;
  - (d) is responsible for ensuring the quality of their own work.
- 1.8.3 An employee at this level may perform the following indicative tasks:
- (a) uses precision measuring instruments;
  - (b) machine setting, loading and operation;
  - (c) rigging (certificated);
  - (d) inventory and store control including –
    - (i) licensed operation of all appropriate materials handling equipment;
    - (ii) use of tools and equipment within the scope (basic non-trades) maintenance;
    - (iii) computer operation at a level higher than that of an employee at HBEA12;
  - (e) intermediate keyboard skills;
  - (f) basic engineering, fault finding, and repair skills;
  - (g) perform basic quality checks on the work of others;
  - (h) licensed and certified for industrial truck, machinery and/or crane operating to a level higher than HBEA12;
  - (i) has a knowledge of the employer's operation as it relates to the work process;
  - (j) lubrication of production machinery and similar equipment;
  - (k) assists in the provision of on-the-job training in conjunction with the tradespersons and supervisor/trainees;
  - (l) in addition to the primary tasks of assisting tradespersons is required, as a minor part of their duties, to drive a vehicle (over 1.27t) used in connection with the work of a work team;
  - (m) delivery, installation, adjustment and testing of electronic products, not requiring the skill of a tradesperson.
- 1.8.4 (a) Classification at HBEA11 as a Special Class Building and Engineering Assistant is only accessible to Building and Engineering Services Assistants performing duties associated with Labourers or Trades Assistants. Assistants who mainly undertake Trimmers work are not eligible to apply for reclassification to this level.
- (b) The criteria for classification as a HBEA11 Special Class Building and Engineering Assistant are as follows:



- (i) assessed as capable in the following foundation and core units as outlined in the Queensland Health Building and Engineering Services Competency Standards; and
- (ii) undertake interactive workplace communication; and
- (iii) apply principles of occupational health and safety in a work environment; and
- (iv) apply quality procedures; and
- (v) plan to undertake a routine task; and
- (vi) apply quality systems; and
- (vii) organise and analyse information; and
- (viii) work with others in a team; and
- (ix) assist in the delivery of on-the-job training; and
- (x) measure with graduated devices.

1.8.5 Failure to meet any of the above foundation and core unit requirements will result in automatic ineligibility for classification at HBEA11 until foundation and core unit requirements are met.

1.8.6 Possession of 54 Specialisation Band A points as outlined in the Queensland Health Building and Engineering Services Competency Standards.

1.8.7 Awarding of points will be subject to certification by the employing facility/service that the applicant is required to use the skills/license in the course of their normal duties.

1.8.8 Awarding of points will be subject to production of satisfactory evidence that the applicant possesses the skills/license. An assessment of skills will be undertaken in accordance with the Queensland Health Building and Engineering Services Guide to Reclassification.

1.8.9 Certification that the employee performs work above and beyond an employee at Level HBEA12.

## **1.9 GROUP HBEA12 – TRADE ASSISTANTS**

1.9.1 Includes all Tradespersons Assistants not requiring a specific license to perform duties associated with HBEA11.

1.9.2 An employee who has completed a Production/Engineering Certificate 1 or equivalent so as to enable the employee to perform work within the scope of this level.

1.9.3 An employee at this level performs work to the level of their training:

- (a) is responsible for the quality of their own work subject to routine supervision;
- (b) works under routine supervision either individually or in a team environment;
- (c) exercises discretion within their level of skills and training.

1.9.4 Indicative of the tasks, which an employee at this level may perform are the following:

- (a) operates flexibly between assembly stations;
- (b) non-trade engineering skills;
- (c) basic tracing and sketching skills;
- (d) receiving, despatching, distributing, sorting, checking, packing (other than repetitive packing in a standard container or containers in which such goods are ordinarily sold), documenting and recording of goods, materials and components;

- (e) basic inventory control in the context of a production process;
- (f) basic keyboard skills;
- (g) advanced soldering techniques;
- (h) operation of machinery requiring certification at ID or IE level;
- (i) operation of mobile equipment including industrial trucks and cranes;
- (j) ability to measure accurately;
- (k) assists one or more tradespersons;
- (l) welding requiring the exercise of knowledge and skills below HBEA11 level;
- (m) erecting and/or installing television and other electronic impulse transmitting and receiving antennae;
- (n) assists in the provision of on-the-job training in conjunction with tradespersons and supervisor/trainees.

1.9.3 All new employees as at 1 May 1995 eligible to commence at level HBEA13 or HBEA12 will commence at HBEA12. A requirement of employment will be that an employee performs duties as part of a multi-skilled pool of labour and participates in training to enhance their skills as part of this pool.

#### **1.10 GROUP HBEA13 – TRADE ASSISTANT**

##### Engineering/Production Employee Level II

1.10.1 An employee who has completed up to three months structured training or has equivalent experience so as to enable the employee to perform work within the scope of this level.

1.10.2 An employee at this level performs work above and beyond the skills of an employee at HBEA14 and to the level of their training –

- (a) works under direct supervision either individually or in a team environment;
- (b) understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
- (c) understands and utilises basic statistical process control procedures.

1.10.3 Indicative of the tasks, which an employee at this level may perform are the following:

- (a) repetition work on automatic, semi-automatic or single purpose machines or equipment;
- (b) assembles components using basic written, spoken and/or diagrammatic instructions in an assembly environment;
- (c) basic soldering or butt and spot welding skills or cuts scrap with oxy-acetylene blow pipe;
- (d) uses selected hand tools;
- (e) boiler cleaning;
- (f) maintains simple records;
- (g) uses hand trolleys and pallet trucks;
- (h) assists in the provision of on-the-job training in conjunction with tradespersons and supervisor/trainees;
- (i) assists any tradesperson on building or sewer construction, or engaged in the repair, demolition, or removal of buildings;

- (j) assists any tradesperson as a scaffolder, gear hand, gantry hand, crane hand or as a dogman;
- (k) labouring to excavate ground for foundations or basements of buildings;
- (l) levelling ground for a building site, or doing concrete or asphalt work or mortar mixing in connection with building construction;
- (m) cutting of holes in concrete floors, walls and ceilings.

1.10.4 Employees working as Labourers or Trimmers have the option of applying for reclassification to HBEA12. Reclassification will only occur when an employee undertakes to perform duties as part of a multi-skilled pool of labour and undertakes to participate in training to enhance their skills as part of this pool.

## **1.11 TRADE COORDINATORS**

1.11.1 “Trade Coordinator” means an employee appointed as such after undergoing a merit-based selection process. A suitably qualified tradesperson with detailed knowledge of the requirements of the role, must be include as part of any selection panel. Trade Coordinator positions are only established after the workplace has achieved the required restructuring outcomes. A workplace will normally have a maximum of two of the three types of supervisory positions, i.e. Trade Manager, Trade Coordinator or Leading Hand. This may be varied by mutual agreement between unions and the employer.

A Trade Coordinator works under very limited supervision and is accountable to the Trade Manager and/or Director/Manager, Building and Engineering Maintenance Services for their own and their teams’ work performance and outcomes. They may also be required to undertake a range of tasks that have traditionally been associated with the position of Graded Foreperson, however, they must only undertake these tasks when reporting directly to a Trade Manager and/or Director/Manager, Building and Engineering Maintenance Services.

1.11.2 A Trade Coordinator should have completed:

- (a) Training to enable them to undertake duties associated with a Level 1 accredited Purchasing officer; and
- (b) Additional training no more than twelve months from the date of appointment to enable them to undertake duties associated with a Level 2 accredited Purchasing officer; and
- (c) On the job or external training which focuses on leadership, planning and coordination of staff and projects.

The following indicative tasks which an employee classed as a Trade Coordinator will perform are subject to the employee having completed appropriate training or gained on the job experience to enable the employee to:

- (d) Organise the day to day operations, work assignments and resource allocation under minimal supervision from the Trade Manager. This will include; overseeing the work of trades and other staff, ensuring deadlines; specifications and quality standards are met, hiring of equipment, obtaining all required drawings; and
- (e) Order all materials associated with work under their supervision, including estimating, sourcing suppliers, price comparison and adjustment of work schedules depending on availability of work materials; and
- (f) Assist the Trade Manager in the implementation and maintenance of any software packages associated with the maintenance of hospitals/facilities, as well as any electronic or manual systems used to support an effective budget management process. This will include training other subordinate employees on the use of the packages; and
- (g) Coordinate the acquisition of all necessary certificates of inspection etc. for all work under their supervision; and
- (h) Assist the Trade Manager in the selection and ongoing management and training of employees under their direct supervision including issues of quality and timeliness; and

- (i) Liaise with other Department, HHSs employees, other government agencies and private organisations, including contractors, to ensure work is undertaken with minimal disruption to clients and other staff. Liaison will also be undertaken to attempt to meet the special requirements of any clients; and
- (j) Take responsibility for workplace health and safety (including prevention) and equality in employment opportunity (EEO) issues with their workgroup; and
- (k) Undertake specific trade related duties within the area of expertise and statutory legal requirements on an as required basis; and
- (l) Monitor and report on the work of contractors including whether they are meeting deadlines, specifications and standards.

**SCHEDULE 3 – HUMAN RESOURCE POLICIES**

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

<b>HR Policy</b>	<b>Title</b>
<b>B23</b>	Permanent Employment
<b>B24</b>	Appointments – Permanent &/or fixed term temporary – Commonwealth and/or State funded programs
<b>B25</b>	Fixed term temporary employment
<b>B26</b>	Casual Employment
<b>B30</b>	Higher Duties
<b>B51</b>	Building Engineering and Maintenance Services (BEMS) employee's reclassification process
<b>C26</b>	Parental Leave
<b>C32</b>	Compulsory Christmas/New Year Closure
<b>C33</b>	<i>Radiation Safety Act 1999</i> – Application and Licence Fees – “Use” Licences
<b>C38</b>	Long Service Leave
<b>C73</b>	Support for employees affected by domestic and family violence
<b>D5</b>	Accommodation Assistance – Rural and Remote Incentive
<b>E12</b>	Individual employee grievances
<b>E13</b>	Workplace Harassment
<b>F3</b>	Access to Employees Record
<b>F4</b>	Union Encouragement

## SCHEDULE 4 – INSOURCING VIABILITY TEMPLATE

This template is to be read and completed in conjunction with clause 7.5 of the *Queensland Health Building, Engineering & Maintenance Services Certified Agreement (No.8) 2022* (BEMS8).

Details			
Site:			
Location:			
Provider:			
Type of work: (Detail of Work)			
BEMS Contact:		Phone Number:	
<b>Work required:</b> <input type="checkbox"/> is upcoming <input type="checkbox"/> has been completed			
<input type="checkbox"/> 1. The work is of a specialised nature (may require specialised resources or equipment) <input type="checkbox"/> 2. The work is planned or corrective maintenance <input type="checkbox"/> 3. The work is currently performed by labour hire <input type="checkbox"/> 4. The work is currently performed by contractors approved under a standing offer arrangement <input type="checkbox"/> 5. The work is organised by an Assets and Infrastructure team/department or equivalent			

1. Capability Assessment		
<b>Question 1</b> Is the scope of work to be insourced core maintenance work covered by the listed occupations prescribed in the certified agreement?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Further details:		
<b>Question 2</b> Is there a specialised set of skills (RTO Qualification or manufacturer certification) or regulatory license including any high- risk licenses required to perform the work?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Further details:		
<b>Question 3</b> Does the existing trade staff hold relevant licences and skills capability to perform the full scope of work?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Further details:		
<b>Question 4</b> Is the HHS reasonably able to provide further training and development to obtain required skills capability and licences to perform the work (or part of the work e.g. frontline support)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

<b>Further details:</b>		
<b>Question 5</b> Does equipment have an extended warranty?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Further details:</b>		

<b>2. Capacity Assessment</b>		
<b>Question 1</b> Does the HHS have existing relevant trade staff capacity to undertake the work including moving shifts (within the requirements of the Award or Certified Agreement)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Further details:</b>		
<b>Question 2</b> Can the HHS reasonably develop additional existing capacity via overtime, additional hours to casual and part time staff, temporary FTE for short term workload or permanent FTE for recurrent workload?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Further details:</b>		
<b>Question 3</b> Have other work areas been contacted to consider availability of utilising their required occupations to manage workload?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Further details:</b>		
<b>Question 4</b> Are there other considerations (Eg. Minimum number of hours, Overall Cost, Transport, fatigue issues)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Further details:</b>		

<b>3. Competitive Assessment</b>		
<b>Question 1</b> What is the current/estimated total hours of work proposed to be insourced?		
<b>Question 2</b> What (if any) capital expense/accommodation is required to support additional FTE?		
<b>Question 3</b> What (if any) equipment and tools are required to support additional FTE?		

<b>Question 4</b> What (if any) administration/supervision is required to support additional FTE?

<b>4. Outcome:</b> <input type="checkbox"/> <b>Viable</b> <input type="checkbox"/> <b>Not Viable</b> Insourcing the work is/is not considered competitive against the current costs including quality and the cost of purchase and maintenance of any capital equipment required to perform the work	
<b>Comments:</b>	
<b>Date of next LCF:</b>	
<b>Date Unions advised:</b>	
<b>Date HHS HR advised:</b>	
<b>Date DoH HR advised:</b>	



**SCHEDULE 5 – PERFORMANCE APPRAISAL AND DEVELOPMENT AGREEMENT**

NAME:		EMP. ID:	
POSITION TITLE:			CLASSIFICATION:
WORK UNIT:		SUPERVISOR NAME:	
<b>Initial meeting</b>	<b>6-month review</b>	<b>12-month review</b>	
Date completed: ____/____/____	Date completed: ____/____/____	Date completed: ____/____/____	
Employee signature: _____	Employee signature: _____	Employee signature: _____	
Supervisor signature: _____	Supervisor signature: _____	Supervisor signature: _____	
<i>Supervisor to retain original. Employee to retain copy.</i>			
<b>6 Month Review outcome:</b> Not meeting requirements <input type="checkbox"/> Meeting requirements <input type="checkbox"/> Exceeding requirements <input type="checkbox"/> (tick box):			
<b>Manager comments</b>			
<b>Employee comments</b>			
<b>12 Month Review outcome:</b> Not meeting requirements <input type="checkbox"/> Meeting requirements <input type="checkbox"/> Exceeding requirements <input type="checkbox"/> (tick box):			
<b>Manager comments</b>			
<b>Employee comments</b>			

Key responsibilities (tick box)	Satisfactory	Unsatisfactory
Demonstrated technical competence in their trade.		
Demonstrated knowledge of the location of key access points/service lines of buildings, work areas, machinery, equipment and tools relevant to their specific trade.		
Demonstrated ability to solve emergent problems (trouble shoot) within the local area.		
Demonstrated ability to minimise disruptions to patients and other staff in the performance of day to day duties whilst maintaining an appropriate customer focus.		
Demonstrated ability to notify appropriate personnel of technical problems or maintenance issues requiring the attention of other trades other than their own.		
Demonstrated competence in Documentation and Procedures.		
Accepts responsibility for tasks undertaken.		
Participates in development of Building and Engineering Services officers, assistants and apprentices.		
Actively contributes to Quality Assurance for trade area.		
<i>Insert other specific responsibilities here:</i> <i>Example: Manage refrigeration section workloads and performance</i>		

Skills & Knowledge	Developmental activity	Who will action	Timeframe	Review of activity
Mandatory training for QH employees (i.e. Orientation, Ethics, Integrity and Accountability, OHS, bullying, sexual harassment and discrimination)				
Trade specific and mandatory training (i.e. CPR, Manual handling etc.)  Include relevant registrations/licensing				
Employer initiated				
Employee initiated				

### Sign off of Performance & Development Plan

REVIEWING OFFICER: \_\_\_\_\_ Date completed: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature: \_\_\_\_\_

*NOTE: Where appropriate, complete relevant paperwork for eligible employees to progress to the higher level/increment.*

Signed for and on behalf of the Automotive, Metals,  
Engineering, Printing and Kindred Industries Industrial  
Union of Employees, Queensland.

Rohan Webb

Print Name

25 May 2023

Date

Signature

In the presence of:

Melissa McAllister

Print Name

Signature

Signed for and on behalf of the Construction, Forestry,  
Mining & Energy, Industrial Union of Employees,  
Queensland.

Kane Lowath

Print Name

25 May 2023

Date

Signature

In the presence of:

Ashleigh North

Print Name

Signature

Signed for and on behalf of The Electrical Trades Union of  
Employees Queensland.

Peter Ong

Print Name

25 May 2023

Date

Signature

In the presence of:

Scott Reichman

Print Name

Signature

Signed for and on behalf of the Plumbers & Gasfitters  
Employees' Union Queensland, Union of Employees.

Michael Wiech

Print Name

25 May 2023

Date

Signature

In the presence of:

Ashleigh North

Print Name

Signature

Signed by the Chief Executive of Queensland Health.

Shaun Drummond

Director-General, Queensland Health

25 May 2023

Date

Signature

In the presence of:

Ashleigh North

Print Name

Signature