

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999* - s. 698 - reprint of award

**DISTRICT HEALTH SERVICES EMPLOYEES' AWARD - STATE 2003**

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the District Health Services Employees' Award - State 2003 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the District Health Services Employees' Award - State 2003 as at 1 September 2010.

Dated 1 November 2010.

[L.S.] G.D. Savill  
Industrial Registrar

**DISTRICT HEALTH SERVICES EMPLOYEES' AWARD - STATE 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the District Health Services Employees' Award - State 2003.

**1.2 Arrangement**

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**1.3 Definitions**

- 1.3.1 "Accrued Day Off" - means a day accrued as a result of the method of working ordinary hours where employees are rostered off on various days of the week during a particular work cycle. An employee may have one or more days off during that cycle.
- 1.3.2 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time
- 1.3.3 "Afternoon Shift" - means any shift commencing on or after 12 noon and finishing after 6.00 p.m.
- 1.3.4 "Chief Executive" - means the Chief Executive of the Department of Health pursuant to the *Public Service Act 1996*.
- 1.3.5 "Classification Level" - comprises a number of paypoints through which employees will be eligible to progress.
- 1.3.6 "Commission" means the Queensland Industrial Relations Commission.
- 1.3.7 "Continuous Shift Work" - means work done by employees where the hours of work are regularly rotated through a shift roster covering a 24 hour per day operation over a 7 day week.
- 1.3.8 "Crib Break" - means a break, without loss of pay, which is taken in a way that does not interfere with the continuity of work.
- 1.3.9 "Day Shift" - means any shift other than an afternoon shift or night shift.
- 1.3.10 "Day Work" - means work performed other than upon a shift work basis within the ordinary span of hours.
- 1.3.11 "Department" - means the Department of Health.
- 1.3.12 "District" - means that area of Queensland, public sector hospital or other public sector health facility declared by the Governor-In-Council, under the *Health Services Act 1991*, to be the relevant Health Service District.
- 1.3.13 "Double Rates" - means one time in addition to the prescribed rate payable depending upon when the work is performed.
- 1.3.14 "Early Work" - means ordinary work performed before 6.00 a.m. which does not qualify as a night shift as defined in subclause 1.3.18 of this Award.
- 1.3.15 "Generic Level Statement" - means a broad, concise statement of the duties, skills and responsibilities indicative of a given Classification Level.
- 1.3.16 "Late Work" - means ordinary work performed after 6.00 p.m. which does not qualify as either an Afternoon or Night Shift as defined in subclauses 1.3.3 and 1.3.18 of this award.
- 1.3.17 "Majority of Shift" - means the major portion of ordinary hours worked in any shift where the starting and finishing times occur on different days.
- 1.3.18 "Night Shift" - means any shift commencing on/or after 6.00 p.m. or before 6.00 a.m. the following day, at least 50% of which is worked before 8.00 a.m.
- 1.3.19 "Office" - means a position within a District Health Service.
- 1.3.20 "Paypoint" - means the specific rate of remuneration payable to employees within a Classification Level.
- 1.3.21 "Rostered Days Off" - means those days in each work cycle where an employee is not rostered for ordinary working hours:
- this excludes accrued days off as defined in 1.3.1 of this award.
- 1.3.22 "Shift" - means work performed of 7.6 hours or more on any one day, back to back, within any 16 hour spread as opposed to staggered starts or finishes.
- 1.3.23 "Shift Work" (other than Continuous Shift Work) - means work regularly rotated in accordance with a roster which prescribes 2 or more shifts (day, afternoon or night) per day, but does not cover a 24 hour per day operation over a 7 day week.

1.3.24 "Staggered Starts and Finishes" means starting and finishing times which have been altered to suit:

- (a) operational requirements,
- (b) geographic,
- (c) safety,
- (d) climatic or
- (e) traffic conditions.

1.3.25 "Union" means:

The Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees;

The Federated Clerks' Union of Australia, North Queensland Branch, Union of Employees;

The Australian Liquor, Hospitality and Miscellaneous Workers' Union, Queensland Branch, Union of Employees;

The Australian Workers' Union of Employees, Queensland;

The Transport Workers' Union of Australia, Union of Employees (Queensland Branch); or

The Queensland Public Sector Union of Employees;

#### **1.4 Date of operation**

This Award takes effect from 5 April 2004.

#### **1.5 Award coverage**

1.5.1 This Award applies to:

- (a) Employees of the various District Health Services in Queensland whose rates of wages/salaries are prescribed in this Award;
- (b) Employees of the Mater Misericordiae Health Services Brisbane Limited, trading as Mater Public Hospitals, South Brisbane, whose rates of wages/salaries are prescribed in this Award;

1.5.2 This Award applies to contractors and/or sub-contractors in public health facilities, and their employees performing or executing work which would ordinarily be performed by employees who would otherwise be remunerated in accordance with the Operational Services Stream of this Award:

the responsibility of upholding the Award provisions for employees of contractors and/or sub-contractors is the responsibility of the contractors and/or sub-contractors and not the public health facility.

1.5.3 The provisions of the *Health Services Act 1991*, and the Regulations made under that Act apply to the employees covered by this Award where such Act and Regulations are applicable.

1.5.4 This Award replaces those Awards and Industrial Agreements set out in Schedule A.

#### **1.6 Parties bound**

This Award is binding on:

The Chief Executive Department of Health and/or the respective District Health Services as the employer in relation to such employees.

The Mater Misericordiae Health Services Brisbane Limited, as the employer in relation to such employees.

The Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees;

The Federated Clerks' Union of Australia, North Queensland Branch, Union of Employees;

The Australian Liquor, Hospitality and Miscellaneous Workers' Union, Queensland Branch, Union of Employees;

The Australian Workers' Union of Employees, Queensland;

The Transport Workers' Union of Australia, Union of Employees (Queensland Branch);

The Queensland Public Sector Union of Employees;

and the members of the above Unions.

## **1.7 Area of operation**

For the purposes of this Award, the divisions and districts into which the State is divided in relation to the payment of divisional parities and district allowances are as follows:

### **1.7.1 Divisions**

Northern Division - That portion of the State along or north of a line commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the State.

Mackay Division - That portion of the State within the following boundaries: commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by the sea-coast northerly to the point of commencement.

Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

### **1.7.2 Districts**

#### **(a) Northern Division -**

Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.

Western District - The remainder of the Northern Division.

#### **(b) Southern Division -**

Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due north to the southern boundary of the Mackay Division.

Western District - The remainder of the Southern Division.

## **1.8 Preservation of existing conditions**

1.8.1 Employees engaged prior to the first day of March, 1993, who were subject to the provisions of or received the benefits of the *Public Service Management and Employment Act 1988* and Regulations (now prescribed in the *Public Service Act 1996*) and as such received the benefits of the terms and conditions prescribed by the *Public Service Act 1996 and Regulations* or who by Award or administrative prescription received the benefits of all or part of the provisions as contained in the *Public Service Act 1996 and Regulations* will continue to receive the following conditions:

(a) the quantum of the meal allowance for overtime as prescribed in *Directive 20/01 "Overtime Meal Allowance"* as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

(b) short leave of absence as prescribed in Clause 1 Part A *Directive 10/01 "Special Leave"* as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

(c) Locality allowance as prescribed in *Directive 19/99 "Locality Allowance"* as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

(d) annual leave entitlement for officers headquartered in the northern and western region prescribed in *Directive 7/01 "Recreation Leave"* as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

- (e) isolation leave and travel concessions as prescribed in *Directive 15/01 "Leave and Travel Concessions - Isolated Centres"*, as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.
- (f) officers not to refuse transfer in section 80 *Public Service Act 1996*.
- (g) salary determinations for overtime Public Service Award - State 2003 clause 6.4.

1.8.2 All other terms and conditions of employment are prescribed by this Award.

## **PART 2 - FLEXIBILITY**

### **2.1 Enterprise flexibility**

- 2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- 2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to this clause 2.1.1. Union delegates at the place of work may be involved in such discussions.
- 2.1.3 Any proposed genuine agreement reached between an employer and employees in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

### **2.2 Procedures for implementing facilitative provisions**

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

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

## **PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE MECHANISMS**

### **3.1 Prevention and settlement of disputes**

- 3.1.1 The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Award, by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- 3.1.2 Subject to legislation, while the dispute procedure is being followed, normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party will be prejudiced as to the final settlement by the continuation of

work.

- 3.1.3 There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- 3.1.4 In the event of any disagreement between the parties as to the interpretation or implementation of this Award, the following procedures will apply:
- (a) the matter is to be discussed by the employee's Union representative and/or the employee(s) concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
  - (b) if the matter is not resolved as per clause 3.1.4(a) above, it may be referred by the Union representative and/or the employee(s) to the appropriate management representative who will arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 days;
  - (c) if the matter remains unresolved it may be referred to the Chief Executive Officer or nominee for discussion and appropriate action. This process should not exceed 14 days;
  - (d) if the matter is not resolved then it may be referred by either party to the Commission for conciliation.
- 3.1.5 Nothing contained in this procedure will prevent Unions or the Queensland Government from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.

## **3.2 Employee grievance procedures**

- 3.2.1 The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion; to reduce the level of disputation; and to promote efficiency, effectiveness and equity in the workplace.
- 3.2.2 This procedure applies to all industrial matters within the meaning of the Act.
- 3.2.3 Stage 1: In the first instance the employee will inform such employee's immediate supervisor of the existence of the grievance, in writing, and they will attempt to solve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1.
- 3.2.4 Stage 2: If the grievance remains unresolved, the employee may refer the grievance to the next in line management ("the manager"). The manager will consult with the parties. The employee may exercise the right to consult or be represented by such employee's Union representative during the course of Stage 2.
- 3.2.5 Stage 3: If the grievance is still unresolved, the manager will advise the Chief Executive and the aggrieved employee may submit the matter in writing to the Chief Executive of the organisation if such employee wishes to pursue the matter further. If desired by either party, the matter may also be notified to the Union.

The Chief Executive will ensure that:

- (a) the aggrieved employee or such employee's Union representative has the opportunity to present all aspects of the grievance;
- (b) the grievance will be investigated in a thorough, fair and impartial manner.

The Chief Executive may appoint another person to investigate the grievance. The Chief Executive may consult with the Union in appointing an investigating person. The appointed person must be other than the employee's supervisor or manager.

If the matter is notified to the Union, the investigating person may consult with the union during the course of the investigation. The Chief Executive must advise the employee initiating the grievance, such employee's Union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.

The Chief Executive may delegate such Chief Executive's grievance resolution powers under clause 3.2 to a nominated representative.

- 3.2.6 The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:
- Stage 1 Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure should not extend beyond 7 days.

Stage 2 Not to exceed 7 days.

Stage 3 Not to exceed 14 days.

- 3.2.7 If the grievance is not settled the matter may be referred to the Public Service Commissioner or the Commission by the employee or the Union, as appropriate, in accordance with the respective jurisdictions of the tribunals.
- 3.2.8 Subject to legislation, while the grievance procedure is being followed, normal work is to continue, except in the case of a genuine safety issue. The *status quo* existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party will be prejudiced as to the final settlement by the continuation of work.
- 3.2.9 Where the grievance involves allegations of sexual harassment, an employee may commence the procedure at Stage 3.

## **PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED MATTERS**

### **4.1 Anti-discrimination**

4.1.1 It is the intention of the parties to this Award to prevent and eliminate discrimination, as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time, which includes:

- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of any of the above attributes;
- (b) sexual harassment; and
- (c) racial and religious vilification.

4.1.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.1, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.1.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

4.1.4 Nothing in clause 4.1 is to be taken to affect:

- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
- (b) an employee, employer or registered organisation pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

### **4.2 Employment contract**

#### *4.2.1 Contract of employment*

Upon engagement all employees will be clearly advised of the nature of their employment contract.

Employment categories are:

- (a) full-time;
- (b) part-time;
- (c) casual (as defined); or
- (d) temporary (term appointments)

#### *4.2.2 Employment*

- (a) Fortnightly engagement - All employees, except for those employed on a casual basis, must be employed as a fortnightly worker.



- (b) Probation - Clause 4.2.2 does not apply in relation to an appointment to an office within a District Health Service made on a contract basis.

A person who is not already an officer or employee of a District Health Service or the Public Service as defined in the *Public Service Act 1996* and who is appointed to an office of a District Health Service must be appointed on probation for a period of not less than 3 months for employees in the Administration and Operational Streams and 6 months for employees in the Professional, Technical and Dental Streams.

Where a person has been appointed on probation in accordance with the above provisions:

- (i) if immediately before the person's appointment they were not an officer or employee, the prescribed District may -
- (A) at any time during a period of probation, terminate the employment in the District Health Service of the person;
- (B) 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 in the District Health Service of the person;

### **4.3 Employment categories**

#### *4.3.1 Part-time*

A part-time employee means an employee who is engaged to work regular hours each fortnight and whose ordinary daily hours are worked inclusive or exclusive of meal times according to operational requirements.

An exception to this is that the fortnightly total of such hours must not exceed an average of 64 hours per fortnight.

Another exception is that such employee must not work more than 8 ordinary hours on any one shift.

The following conditions apply to part-time employees:

- (a) The spread of ordinary working hours must be the same as those prescribed for a full-time employee under this Award.
- (b) A part-time employee must be employed for no less than 8 ordinary hours per fortnight and not more than an average of 64 ordinary hours per fortnight, with a minimum payment as for 4 hours on any one day when work is performed.
- (c) Any hours worked in excess of 64 per fortnight or 8 hours in any one shift will be overtime.  
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 8 or less, such additional hours will be paid for at ordinary rates. Such additional time will be included in calculating *pro rata* leave entitlements.

Where employees have agreed that the ordinary hours of work are to exceed 8 on any day, under the provisions of clause 6.1, up to 10 hours may be substituted for 8.

- (d) A part-time employee must be paid at the same hourly rate as a full-time employee for performing duties of the same classification. A part-time employee will 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 Award classification provided that the following provisions apply in full:

Fares and travelling allowance clause 8.1

On Call Allowance clause 5.6.2

Meal Allowance clause 6.10.3

- (e) The public holiday provisions of clause 7.7 of this Award will apply, if 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, must be paid for the hours which would otherwise have been worked on that day.
- (f) Subject to the provisions contained in this Award, all other provisions of this Award applicable to a full-time employee will apply *pro rata* to a part-time employee.

#### *4.3.2 Casual employment*

"Casual Employee" - means an employee other than a part-time employee as defined in this Award, who is engaged as a casual employee and is paid on an hourly basis to work generally for less than the ordinary weekly working hours of a full-time employee.

- (a) The engagement of casual employees will not be utilised by the employer to permanently fill any full-time or part-time position.
- (b) A casual employee will be paid 23% in addition to the ordinary Award rates of pay for the class of work upon which the employee is engaged. Each engagement will stand alone, with a minimum payment as for 2 hours' work made in respect to each engagement. Where applicable, a casual employee will be further entitled to the provisions of overtime, penalty rates and payment for work performed on public holidays. In respect to Sundays, casual employees must be remunerated at the rate of double time and will not be entitled to an additional payment of the 23% casual loading.

The method of calculating overtime and penalty rate payments are as follows:

- (i) Weekend Penalty - Saturday  
(Ordinary rate + casual loading) x 1 1/2
  - (ii) Weekend Penalty - Sunday  
(Ordinary rate) x 2  
Note: Casual loading is not payable on Sundays.
  - (iii) Public Holidays  
(Ordinary rate + casual loading) x 2 1/2
  - (iv) Overtime
    - (A) Shift Workers  
(Ordinary rate + casual loading) x 2
    - (B) Other Employees  
(Ordinary rate + casual loading) x 1 1/2 for the first 3 hours  
(Ordinary rate + casual loading) x 2 after 3 hours
  - (v) Early, Late, Afternoon and Night Shifts  
Ordinary rate + casual loading + 15% of ordinary rate on hours that attract penalty rate payments.
- (c) A casual employee is further entitled to payment of any applicable Award allowances, based *pro rata* on the number of hours worked in relation to the ordinary hours of the Award classification provided that the following provisions apply in full:
- Fares and Travelling Allowance      clause 8.1
  - On Call Allowance      clause 5.6.2
  - Meal Allowance      clause 6.10.3
- (d) Subject to the provisions of section 47 of the Act and except in accordance with clauses 6.3.2(a) and (b) above, a casual employee is not entitled to any other leave provision.

#### 4.3.3 *Temporary employment*

Temporary employee means a person appointed to meet temporary circumstances existing within a District Health Service. These circumstances can include periods of relief during the absence of an employee on leave, the employment of additional assistance to meet work load needs for a specific period of time or specific task or tasks.

#### **4.4 Recognition of previous service**

The entitlements for recognition of previous service are prescribed under Queensland Health policy section IRM 11.3-2 for long service and sick leave, and IRM 4.2-5 for salary and increment purposes, and apply to employees under this Award

However in calculating length of service for the purpose of fixing salary, any period of probationary service in excess of 12 months for a new employee appointed to the service or in excess of 6 months for an existing employee who has been promoted, resulting from unsatisfactory work performance, must not be included. In calculating such length of service for purposes other than salary, any period of probation, which such employee has served, must be included.

#### **4.5 Termination of employment**

#### 4.5.1 *Statement of employment*

An employer shall, in the event of termination of employment, 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.

#### 4.5.2 *Termination by employer*

(a) An employer may dismiss an employee only if the employee has been given the following notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

(b) In addition to the notice in clause 4.5.2(a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.

(c) 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.

(d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:

- (i) the ordinary working hours to be worked by the employee; and
- (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
- (iii) any other amounts payable under the employee's employment contract.

(e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

#### 4.5.3 *Notice of termination by employee*

(a) The notice of termination required to be given by an employee shall be 2 weeks. 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 amount the employee would have received under clause 4.5.2(d) for a period of notice of 2 weeks.

(b) It shall not be lawful for the employer to offset notice of termination against any period of cash equivalent of annual leave or part thereof.

#### 4.5.4 *Time off during notice period*

During the period of notice of termination given by the employer, an employee 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.

### **4.6 Introduction of changes**

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

(a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.

(b) "Significant effects" includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

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

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

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.6.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, 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 any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

### 4.7 **Redundancy**

Employees of Queensland Health will receive the superior entitlements as contained in Queensland Health policy IRM 1.15.1 (Management of Surplus Employees: Policy Framework).

#### 4.7.1 *Consultation before terminations*

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.7.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

#### 4.7.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.7.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.5.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.

#### 4.7.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
  - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of

- such transmission; and
- (ii) the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.

- (b) In clause 4.7.3, "business" includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

#### 4.7.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.7.1(a), the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### 4.7.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.7.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

#### 4.7.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.5.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.7.1(a), shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

- (b) "Weeks' Pay" means the ordinary time rate of pay for the employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

#### 4.7.7 *Superannuation benefits*

An employer may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:

- (a) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.

#### 4.7.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.7.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

#### 4.7.9 *Alternative employment*

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

#### 4.7.10 *Employees with less than one year's service*

Clause 4.7 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

#### 4.7.11 *Employees exempted*

Clause 4.7 shall not apply:

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

#### 4.7.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.7 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A "company" shall be defined as:
  - (i) a company and the entities it controls; or
  - (ii) a company and its related company or related companies; or
  - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

#### 4.7.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.7.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
  - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
  - (ii) where the employee rejects an offer of employment with the transmittee:
    - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
    - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.7.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.7.14 *Incapacity to pay*

An employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription amended on the basis of the employer's incapacity to pay.

## **4.8 Abandonment of employment**

The absence of an employee from work for a continuous period exceeding 3 working days without the consent of the employer and without notification to the employer will be *prima facie* evidence that the employee has abandoned their employment:

If within a period of 14 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 will be considered to have abandoned their employment.

Termination of employment by abandonment in accordance with clause 4.8 will 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 consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the latter.

## **4.9 Absence from duty**

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.

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.

## **PART 5 - WAGES AND WAGE RELATED MATTERS**

### **5.1 Salaries - Wages - Classifications and Remuneration System**

#### *5.1.1 Classification and Remuneration System Arrangements*

- (a) Generic Level Statements - Generic Level Statements for all Classification Levels are prescribed in Schedule C of this Award.

These statements reflect the degree of complexity and responsibility of duties, skills and knowledge proceeding from the lowest to the highest Classification Levels. Their purpose is to provide an indication as to the Classification Level appropriate to any packaging of duties.

- (b) Work Allocation - An employee who has either been appointed or relieving in an office within a Classification Level may be allocated and subsequently reallocated to any office within that particular Classification Level.
- (c) Qualifications - An employee appointed to the Administrative Stream who has satisfied examination requirements for a degree or other post-secondary qualification acceptable to the employer must be paid not less than Classification Level 2, paypoint (7).

#### *5.1.2 Classification and Remuneration System Salary Scales*

- (a) Subject to clause 5.3 the salaries/wages payable to the undermentioned groups of employees will be as prescribed in Schedule B(i) and B(ii) of this Award:

- (b) Administrative Stream -

The Administrative Stream comprises those officers, with duties that apply to the functional areas identified in this Award. The employees are required to possess a range of skills appropriate to the stream.

Some examples of functional areas include agency administration, human resource management, finance, customer service, development and implementation of policy, information and advisory services.

- (c) Professional Stream -

The Professional Stream comprises a number of offices:

- (i) to which are attached a mandatory degree qualification or agreed equivalent as determined by the chief executive; and
- (ii) the duties of which reflect:
  - a combination of practitioner and/or specialist responsibilities; or
  - an identifiable specialisation/management in a profession.

(d) Technical Stream -

The Technical Stream comprises a number of offices:

- (i) to which are attached a mandatory diploma, advanced diploma or agreed equivalent as determined by the chief executive; and
- (ii) the duties of which reflect:  
  
a combination of practitioner and/or specialist responsibilities providing direct assistance to, but on occasion acting in isolation from, other offices; and/or supervision of offices in other streams.

(e) Operational Stream -

The Operational Stream comprises those offices, whose duties apply to various functional areas. The incumbents are required to possess a range of skills appropriate to this stream.

### 5.1.3 *Stream Allocation*

Allocations to the Administrative, Professional, Technical and Operational Streams may include the Occupational Groupings as follows:

#### **Stream Allocations**

##### Administrative Stream

Allocation to this stream includes:

Accountant  
Administrative Officer  
Administrative Assistant  
Administration Officer  
Assistant - Patient's Friend  
Classified Clerical Employee  
Executive Secretary  
Executive Support Officer  
Field Officer  
Finance Officer  
Health Education Officer  
Industrial Relations Officer  
Management Services Officer  
Manager  
Patient's Friend  
Personnel Officer  
Receptionist  
Research Officer  
Supervisor - Keyboard  
Supervisor - Stenographic  
Telephonist  
Unclassified Clerk  
Ward Receptionist

##### Professional Stream

Allocation to this stream includes:

Audiologist  
Biomedical Engineer  
Cadet (Professional)  
Child Guidance Therapist  
Child Therapist  
Computer Systems Officer  
Dietitian  
Dietitian/Nutritionist  
Engineer (Professional)  
Environmental Health Officer  
Health Information Officer



Legal Officer  
Leisure Therapist  
Librarian  
Medical Records Administrator  
Music Therapist  
Nutritionist  
Occupational Therapist  
Optometrist  
Oral Health Therapist  
Paramedical Officer  
Perfusionist  
Pharmacist  
Physicist  
Physiotherapist  
Podiatrist  
Program Coordinator  
Prosthetist/Orthotist  
Psychologist  
Radiographer  
Research Officer  
Scientist  
Social Worker  
Speech Therapist/Pathologist  
Team Leader, Mental Health Services  
Team Leader, Aged Care Assessment Team

#### Technical Stream

Allocation to this stream includes:

Biomedical Technician  
Cadet (Technical)  
Dental Prosthetist  
Dental Servicing Technician  
Dental Technician  
Dental Therapists  
Health Worker (Aboriginal and Torres Strait Islander Communities) (AQF 4 & 5)  
Instrument Technician  
Library Technician  
Pharmacy Technician  
Prosthetic/Orthotic Technician  
Photographic Technician  
Recreation Officer (Ass. Dip. level only)  
School Dental Therapist  
Social Work Associate  
Technical Assistant  
Technician - Clinic Measurement  
Technician - Electronic  
Technician - Laboratory  
Welfare Officer (Ass. Dip. level only)  
X-ray Engineer

#### Operational Stream

Allocation to this stream includes:

Ambulance Bearer/Driver  
Anaesthetic Assistant and Technician  
Assistant  
Assistant Truck Driver  
Audiometrist  
Canteen Assistant  
Catering Officer  
Cleaner  
Clinic Attendant  
Clinic Measurement Assistant  
Community Health Aide  
Cook

Co-ordinator (Home Help Service)  
Counsellor  
Dark Room Attendant  
Dental Assistant  
Diet Aide  
Domestic  
Dresser  
Driver Attendant  
Driver of Motor Buses  
Engineer (Trade Qualified)  
Fire, Protection and Security Officer  
General Hand  
Gardener  
Glassware Cleaner  
Hairdresser  
Handyperson  
Home Help  
Health Worker (Aboriginal and Torres Strait Islander Communities)  
Housekeeper  
Houseperson  
Instrument Maker and Repairer  
Kitchenhand  
Laboratory Assistant  
Labourer  
Landscape  
Laundry Hand  
Laundry Manager  
Library Assistant  
Manager and Assistant Manager  
Menu Monitor  
Mortuary Attendant and Assistant  
Officer in Charge  
Operating Theatre Assistant  
Operational Services Officer  
Orderly  
Other Technician  
Pathology Assistant  
Patient Services Officer  
Pharmacy Assistant  
Phlebotomist  
Plaster Assistant, Orderly, Technician  
Propagator  
Recreation Officer  
Scientific Assistant  
Seamstress  
Security Officer  
Sterilisation Unit Operator  
Storeperson  
Supervisor  
Supervisor - Fire Protection and Security  
Therapy Assistant and Aide  
Trade Manager  
Traffic Officer  
Truck Driver  
Unit Services Officer  
Wardsperson  
Waiter  
Welfare Officer  
Yard Person

Dental Stream

Allocation to this stream includes:

Dentists  
Dentist Advanced Clinician  
Dental Specialist.

#### 5.1.4 *Movement between classification levels*

(a) Movement between Classification Levels will be based on appointment on merit to advertised vacancies.

Clause 5.1.4(a) does not apply to movement between Levels 1 and 2 of the Administrative and Operational Streams where annual increments will continue to apply in accordance with the relevant provisions of clause 5.1.5:

**Provided that:**

- (i) Every employee who reaches the age of 21 years must be paid except on promotion or otherwise prescribed the specific age 21 salary as indicated within the various streams.
- (ii) Employees appointed to Level 1 of the Professional and Technical Streams, after having obtained the prerequisite qualifications, must be appointed to the minimum rate prescribed in Level 2 of such Streams.
- (iii) Positions at Level 3 within the Professional and Technical Streams must be created by the employer as necessary upon the value of the work undertaken.
- (iv) Movement of employees from Level 2 to Level 3 within the Professional and Technical Streams will be subject to -
  - the employee concerned having served at least 12 months on the maximum salary prescribed for a Level 2 employee;
  - recommendation from a Selection Panel established in accordance with the Recruitment and Selection Directive, issued by the Public Service Commissioner, that the applicant is worthy of promotion. The merit of the applicant is to be evaluated in relation to the prescribed criteria through:
    - \* an assessment of a written application from the applicant; and
    - \* an interview of the applicant; and
    - \* a certificate from the Director of Division or Branch, or other authorised person for who the employee is working or a senior employee knowledgeable in the employee's capabilities that the employee is worthy of promotion based on assessment of the employee addressing the prescribed criteria.
- (v) An employee promoted to a position at a higher classification level within the same stream must be appointed to Paypoint 1 of that higher classification level.

(b) Prescribed criteria for movement: Professional Stream

Applicants for movement within the Professional Stream from Level 2 to Level 3 must be assessed by the Selection Panel on the following criteria -

- (i) Demonstrated professional expertise in one or more areas of a discipline as shown by:
  - detailed knowledge of standard professional tasks;
  - examples of modifications to standard procedures and practices and contributions to the development of new techniques and methodologies; and/or
  - professional contribution relevant to the discipline at a local level.
- (ii) Possession of postgraduate qualifications or postgraduate developmental experience through attendance at specialist seminars or in-service presentations relevant to the discipline.
- (iii) Evidence of recognition by peers, industry or other client groups as shown by one or more of the following (the activities used as evidence will vary with the discipline of the applicant) -
  - original in-service presentations;
  - published papers;
  - active involvement in conferences and seminars;
  - consultancies;

- recognition as a resource person who collects, collates and provides knowledge in a particular area;
  - preparation of significant internal reports.
- (iv) Demonstrated levels of performance and innovation through -
- a history of satisfactory performance;
  - demonstrated high levels of efficiency and effectiveness;
  - demonstrated high level of responsibility and initiative.
- (c) Prescribed criteria for movement: Technical Stream

Applicants for movement within the Technical Stream from Level 2 to Level 3 must be assessed by the Selection Panel on the following criteria -

- (i) demonstrated technical expertise in one or more areas of a discipline as shown by -
- detailed technical knowledge and experience;
  - high levels of accuracy and precision in undertaking procedures;
  - technical contribution at a local level.
- (ii) Possession of higher technical qualifications or developmental experience through attendance at specialist seminars or in-service presentations relevant to the discipline.
- (iii) Evidence of recognition by peers, industry or other client groups as shown by one or more of the following (the activities used as evidence will vary with the discipline of the applicant) -
- original in-service presentations;
  - published papers;
  - active involvement in conferences and seminars;
  - consultancies;
  - recognition as a resource person who collects, collates and provides technical knowledge in a particular area;
  - preparation of significant internal reports.
- (iv) Demonstrated levels of performance and innovation through -
- a history of satisfactory performance;
  - demonstrated high levels of efficiency and effectiveness;
  - demonstrated high level of responsibility and initiative.

#### 5.1.5 *Movement Within Classification Levels*

- (a) Except in the case of an employee who is paid the prescribed basic salary/wage on reaching the age of 21 years or in the case of a promotion, or transfer and promotion from one Classification Level to another, an increase will not be made to the salary/wage of any employee until:
- (i) in the case of a full-time employee such employee has received such salary/wage for a period of 12 months;
- (ii) in the case of a part-time employee, the employee has received a salary at a particular classification and paypoint for a period of at least 12 months and the employee has worked 1,200 ordinary hours in such classification.
- (iii) in the case of a casual employee with 12 months' continuous service with the same employer, the employee has received a salary at a particular classification and paypoint for a period of at least 12 months and the employee has worked 1,200 ordinary hours in such classification.

For the purpose of clause 5.1.5, continuous service for a casual employee ends if the employment is broken by more than 3 months between the end of one employment contract and the start of the next employment contract. Absences from work on public holidays do not break, or contribute to a break, in the continuity of service.

- (b) Despite anything contained in this Award, no employee will be entitled to receive annual salary/wage increments by virtue of this Award unless:
  - (i) in the case of employees in Levels 1 and 2 of the Administrative, Professional and Technical streams and Levels 1, 2 and 3 of the Operational Stream, the conduct, diligence and general efficiency of such employee must have been certified by the District Health Service to have been and to be satisfactory;
  - (ii) in the case of employees in all other Classification Levels, performance objectives have been achieved as certified by the District Health Service.
- (c) If any increment prescribed by this Award is withheld from or refused to be granted to any employee, an appeal by such employee may be made to the Public Service Commissioner as prescribed in *Directive 11/96 "Appeals Directive"* as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

#### 5.1.6 *Movement between Classification Levels (Dentists)*

Movement between Classification Levels will be based on appointment on merit to advertised vacancies:

Provided that clause 5.1.6 does not apply to movement between paypoints DO1 and DO7 of the Dentists scale where annual increments will continue to apply.

## 5.2 **Salaries - Wages - Dentists**

### 5.2.1 *Salary arrangements*

- (a) The salaries payable to Dentists are prescribed in Schedule B(ii) of this Award.
- (b) The following definitions and salary levels will apply:

An Oral Health Team will be deemed to consist of up to one full-time equivalent dentist, up to 3 full-time equivalent operative dental auxiliaries and a variable mix of non-operative dental auxiliaries (i.e. dental technicians and dental assistants) working from one or more locations. Additionally, the team may be supported by administrative officers.

- (i) Dentist: (Level: DO1-DO7)

Clinical duties and responsibility for an Oral Health Team operating from one or more Community/Hospital Clinic(s) and/or fixed school clinic(s). Level dependent upon years of experience and satisfactory work performance. Dentists are eligible to advance by increment to pay point 7, and no further.

- (ii) Advanced Clinician (Level: DO8-DO9)

An advanced clinician is a Dentist who has advanced clinical skills recognised by their peers and a strong commitment to quality public oral health services. It is a merit based progression that recognises individuals who perform at a demonstrably higher level than that required of Staff Dentists. An Advanced Clinician (DO8) has the ability to progress to DO9 only after 12 months' satisfactory service.

- (iii) Senior Dentist (Level: DO10-DO11)

This position maintains clinical responsibilities, as for a Dentist position. In addition, the Senior Dentist maintains managerial responsibility for a number of Oral Health Teams. Senior Dentists will commence on pay point 10 and be eligible to advance by annual increment to pay point 11, and no further.

- (iv) Senior Dental Officer - Pre-Specialist Registration (LEVEL: DO12-DO13)

A dentist appointed as a Senior Dental Officer (Pre-Specialist Registration) in a group of Oral Health Teams is a holder of a prescribed qualification in relation to a dental specialty.

This specialty is prescribed under section 18 (6) (a) of the *Dental Act 1971*, and must be relevant to the appointed position. Such a position has managerial responsibility for a group of Oral Health Teams. Senior Dental Officers (Pre-Specialist Registration) appointed as such, will commence on pay point 12 and will be eligible to advance by annual increments to pay point 13, and no further.

(v) Principal Dentist (Level: DO12-DO13)

This position maintains clinical responsibilities, as detailed for Dentist. A higher level of managerial responsibility for a number of Oral Health Teams. Such managerial responsibilities include planning and resource management. Principal Dentists appointed as such will commence on pay point 12 and will be eligible to advance by annual increments to pay point 13, and no further.

(vi) Principal Dentist - North Brisbane & QE11 (LEVEL DO14-DO15)

This position maintains clinical responsibilities, as detailed for Dentist. A higher level of managerial responsibility for a number of Oral Health Teams. Such managerial responsibilities include planning and resource management. This level is in recognition of the provision of secondary Oral Health Care on referral to the groups of Oral Health Teams, with which the Principal Dentist is associated in North Brisbane or QE 11 Districts only. Principal Dentists (North Brisbane & QE 11 Districts) appointed as such will commence on pay point 14, and advance by annual increments to pay point 15, and no further

(vii) Director, District Oral Health Services (LEVEL DO14-DO15)

This position maintains both clinical and managerial responsibilities for a District, or a number of Districts. Directors, District Oral Health Services appointed as such will commence on pay point 14, and advance by annual increments to pay point 15, and no further.

(viii) Dental Specialist (Level: DS1-DS5)

A Dental Specialist registered in Queensland and appointed to provide specialist oral health care. Dental Specialists appointed as such will commence on pay point DS1, and advance by annual increments to pay point DS5, and no further.

(ix) Senior Dental Specialist (Level: SDS1-SDS2)

A Dental Specialist registered in Queensland and appointed to provide specialist oral health care may apply to become a Senior Dental Specialist, and if appointed as such will commence on paypoint SDS1, and advance by annual increments to pay point to SDS2 and, no further.

### 5.3 Queensland Minimum Wage

The rates of wages or salaries prescribed by this Award in respect to adult employees or to employees who are seniors are deemed to include and to be expressed by reference to the Guaranteed Minimum Wage declared for the time being and from time to time pursuant to the provisions of the *Industrial Relations Act 1999*. Unless otherwise ordered, wages and salaries are to be adjusted to comply with any variations to such Queensland Minimum Wage. Until further order the amount of the Guaranteed Minimum Wage deemed to be so included is as follows:

#### Schedule

Within the Southern Division, Eastern District -

Per Week

Adults

431.40

### 5.4 Performance of higher duties

5.4.1 An employee who temporarily fills a position for more than 3 days at a higher Classification Level within the same stream as determined by this Award must be paid extra remuneration at Paypoint 1 of such Classification Level:

Provided that an employee who temporarily fills a position for more than 3 days at a higher Classification Level within a different stream as determined by this Award must be paid extra remuneration either:

(a) at the first paypoint of the Classification Level of the position being temporarily filled; or

(b) at the next highest paypoint above their existing paypoint, within the Classification Level of the position being temporarily filled, whichever is higher.

5.4.2 Employees who are paid at the OO1 or OO2 level and who because of emergent circumstances, are required by the employer to relieve in an approved OO3 level position (other than in a supervisory position) in order to undertake one or more of the following duties for a period of 2 hours or more on any one day must be paid at pay point 1 of level OO3, for the actual period of relief to the nearest quarter of an hour.

- (a) cooking for patients;
- (b) assisting with post-mortems, in surgery, anaesthetics or plastering;
- (c) undertaking duties associated with menu monitoring or dietary advice,
- (d) fire protection and/or security officer.

5.4.3 Where a requirement arises for an employee to temporarily fill a position at a higher classification level on a long term basis, the arrangement will only occur in compliance with Directive 1/03 "Recruitment and Selection" as issued by the Office of Public Service and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

An exception is when Directive 1/03 "Recruitment and Selection" has been complied with, and an employee will be temporarily filling a position for over 12 months' performance objectives as prescribed in Directive 18/97 "Performance Management", as issued by the Office of Public Service and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*, are to be set at the higher level and not at the employee's nominal level.

Provided further that where an employee meets the objectives, the employee must move to the next increment within the higher level until either the period of temporary relief ceases when reversion to the employee's normal paypoint will occur, or another 12 months' Performance Appraisal and Development cycle has been completed in which case the employee will continue to move within the higher level until the period of temporary relief ceases.

## 5.5 Payment of salaries - wages

Salaries/wages will be paid fortnightly by electronic funds transfer.

Payment other than by this method will be at the discretion of the employer.

## 5.6 Allowances

### 5.6.1 Divisional and District Parities

Employees employed outside the Eastern District of the Southern Division will be paid the following amounts in addition to the rates of salaries/wages prescribed by clause 5.1 or 5.2 of this Award for employees employed within that District:

Per Week	\$
Northern Division, Eastern District	1.05
Northern Division, Western District	3.25
Mackay Division	0.90
Southern Division, Western District	1.05

### 5.6.2 On call allowance

(a) Where an employee is instructed to be available on call outside ordinary or rostered working hours, such employee will be paid, in addition to their ordinary rate of pay an allowance based upon the hourly rate of the classification of Professional Officer Level 3, paypoint 4 in accordance with the following scale:

- (i) Where the employee is on call throughout the whole of a rostered day off, an accumulated day off or a public holiday - 95% of the hourly rate in respect of such instances;
- (ii) Where an employee is on call during the night only of a rostered day off, an accumulated day off or public holiday - 60% of the hourly rate per night; and
- (iii) Where an employee is on call on any other night - 47.5% of the hourly rate per night:

For the purpose of calculating the hourly rate, such rate shall be calculated on the fortnightly salary rate as prescribed in the relevant certified agreement applicable at any given time, and the divisor will be based upon a 38 hour week and calculated to the nearest 5 cents.

For the purposes of clause 5.6.2, a "night" will be deemed to consist of those hours falling between 6.00 p.m. and 6.00 a.m. or mainly between such hours.

### 5.6.3 Grease trap allowance

Employees engaged in cleaning of grease traps will be paid an allowance at the rate of \$0.88 per day while so engaged.

#### 5.6.4 *Prison allowance*

A Dental Assistant who is required to work within the bounds of a Centre operated by or on behalf of the Queensland Corrective Services Commission will be paid an additional allowance of \$3.30 per day while so employed.

#### 5.6.5 *Live Sewerage Work*

If on any day an employee is required to work repairing sewerage installations or is required to service a sewerage plant and comes in contact with live sewerage, such employee will be paid at the rate of time and a-half with a minimum payment of 4 hours.

#### 5.6.6 *Working in the Rain*

An employee who is required to work in rain heavy enough to wet the clothes of the employee, will at the option of the employer, be provided by the employer either with waterproof protective clothing, or paid double time for this work. Where double time is payable in accordance with clause 5.6.6, it will be payable for the period commencing from the start of this work until the employee is able to change into dry clothing, or until the employee finishes work, whichever is the earlier:

Provided that the employee must notify the employer prior to changing into dry clothing:

Provided further, if the employee is unable to change into dry clothing until the employee finishes work due to work commitments, the employee must notify the employer prior to continuing work for that day in order to receive the double time payment.

#### 5.6.7 *Employees handling foul linen*

- (a) Laundry employees required to collect foul linen from the ward chutes and wrap such linen into bundles;
- (b) Employees required to sort foul linen at the laundry;
- (c) Employees in charge of the washing machines in which foul linen is cold rinsed and boiled while still in the foul condition;  
  
must be paid an allowance of \$1.24 per day in addition to the wages prescribed by clause 5.1.
- (d) All other employees who handle linen of a foul nature other than linen bagged or packed in containers will be paid \$1.24 per day or part thereof in addition to the wages prescribed by clause 5.1:

Provided that for the purpose of the payment of this allowance, the term "foul linen" means foul linen which has not previously been rinsed or washed outside the laundry.

#### 5.6.8 *Absorbed allowances*

The allowances contained in Schedule D of this Award were absorbed in the Classification and Remuneration System as from 1 July 1991.

#### 5.6.9 *Radiation therapy development allowance*

Radiation Therapists (including PDYs) will receive a radiation therapy development allowance of \$5,000 per annum. This allowance will be paid in quarterly instalments and indexed in line with future EB increases. The first payment of \$1,250 will be effective 1 July 2003 with subsequent increases being indexed as outlined above. The other instalments will be paid from 1 October, 1 January and 1 April each year. *Pro rata* payments will be made to part-time employees.

In accordance with the Queensland Public Health Sector Certified Agreement (No. 5) 2002, instalments payable after 1 August 2004 will be indexed by the EB increase of 3.8% to a value of \$1,297.50. Future increases will be subject to the enterprise bargaining agreement current at the time.

## **5.7 Occupational superannuation**

### 5.7.1 *Application*

In addition to the rates of pay prescribed by this Award, eligible employees, as defined in this award, will be entitled to Occupational Superannuation Benefits, subject to the provisions of clause 5.7:

Provided that clause 5.7 only applies to the employees of contractors and/or subcontractors performing or executing work under this Award:



Provided further that clause 5.7 does not apply to employees covered by Q Super Accumulation Plan, non contributory plan.

### 5.7.2 Contributions

(a) Amount - Every employer must contribute on behalf of each eligible employee, into an Approved Fund, such contributions as required to comply with the *Superannuation Guaranteed (Administration) Act 1992* as amended from time to time, but an amount as follows as a minimum.

(i) It is noted that the Federal Government has increased employer contributions under the legislation in clause 5.7.2(a) as follows:

1999/2000	7%
2000/01	8%
2001/02	8%
2002/03	9%

The above progressive increased contributions will be payable subject to legislation so requiring such payments.

(ii) Each payment of contributions must be rounded off to the nearest 10 cents.

(b) The above amounts in clause 5.7.2(a) will be increased in accordance with increases in the appropriate weekly wage of the employee according to the following formula:

#### Formula

- (i) Weekly employees: Weekly wage x relevant %.
  - (ii) Part-time and casual employees working more than 15 hours per week: Weekly wage x relevant % divided by 1.54.
  - (iii) Part-time and casual employees working 8 to 15 ordinary hours per week: Weekly wage x relevant % divided by 2.
- (c) Regular payment - The employer must pay contributions to the credit of each employee at least once each calendar month or in accordance with the requirements of the Approved Fund Trust Deed.
- (d) Absences from work - Contributions will continue to be paid on behalf of an eligible employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no employer is required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences except in the case of absence on Workers' Compensation. In the case of Workers' Compensation the employer will contribute in accordance with clause 5.7.2(a) whenever the employee is receiving by way of Workers' Compensation an amount of money no less than the Award rate of pay.
- (e) Other contributions - Nothing in clause 5.7 will preclude an employee from making contributions to a Fund in accordance with the provisions of that Fund.
- (f) Cessation of contributions - An employer will not be required to make any further contributions on behalf of an eligible employee for any period after the end of the ordinary working day upon which the contract of employment ceases to exist.
- (g) No other deductions - No additional amounts are to be paid by the employer for the establishment, administration, management or any other charges in connection with the Fund other than the remission of contributions as prescribed in this Award.

### 5.7.3 Definitions

- (a) "Approved Fund" means a Fund approved for the purposes of this Award by the Commission as one to which Occupational Superannuation contributions may be made by an employer on behalf of an employee, as required by this Award. Such approved Fund may be individually named or may be identified by naming a particular class or category.
- (b) "Eligible employee" - An employee becomes eligible to join an approved Fund on the entry date following the completion of 3 months' employment.

After completion of the above qualifying period, superannuation contributions must then be made in accordance with clause 5.7.2 effective from the commencement of that qualifying period.

- (c) "Fund" means a Superannuation Fund as defined in the *Occupational Superannuation Standards Act 1987* and satisfying the Superannuation Fund conditions in relation to a year of income, as specified in that Act and complying with the operating standards as prescribed by Regulations made under that Act.

In the case of a newly established Fund, the term includes a Superannuation Fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.

- (d) "Ordinary Time Earnings" means the actual ordinary rate of pay the employee receives for ordinary hours of work including shift loading and leading hand, in-charge or supervisory allowances where applicable. The term includes any over award payment as well as casual rates received for ordinary hours of work. Ordinary time earnings does not include overtime, disability allowances, commission, bonuses, lump sum payments made as a consequence of the termination of employment, annual leave loading, penalty rates for public holiday work, fares and travelling time allowances or any other extraneous payments of a like nature.

#### 5.7.4 *Approved funds*

For the purposes of this Award Approved Funds are:

- (a) Sunsuper.
- (b) Australian Retirement Fund (ARF).
- (c) Any named Fund as is agreed to between the relevant employer/Union parties to this Award and as recorded in an approved Industrial Agreement.
- (d) In the case of a minority group of employees of a particular employer, an Industry, Multi-Industry or other Fund which has been approved in an Award of, or an Agreement approved by, an Industrial Tribunal, whether State or Federal jurisdiction, and already has practical application to the majority of Award employees of that employer.
- (e) As to employees who belong to the religious fellowship known as the Brethren, who hold a Certificate issued pursuant to the Act and are employed by an employer who also belongs to that fellowship any Fund nominated by the employer and approved by the Brethren.
- (f) Any Fund agreed between an employer and an employee who holds a Certificate issued pursuant to the Act where membership of a Fund cited in an Award would be in conflict with the conscientious beliefs of that employee in terms of section 388.
- (g) In relation to any particular employer, any other established Fund to which that employer was already actually making regular and genuine contributions in accordance with clause 5.7.2 on behalf of at least a significant number of that employer's employees covered by this Award as at 29 September 1989 and continues to make such contributions:

Provided that the making of a deposit, an initial or other contributions subsequent to 29 September 1989, but on a retrospective basis, in respect of any period up to and including 29 September 1989, must not under any circumstances bring a Fund within the meaning of this provision. The mere signing and submission of any nomination for membership documents to Trustees of a Fund prior to 29 September 1989 does not bring a Fund within the meaning of this provision.

- (h) The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than those specified in this Award.
- (i) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.
- (ii) A person must not coerce someone else to make an agreement.
- (iii) Such agreement, where made, will continue until such time as the employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373 (inspection of time and wage records) of the Act.
- (iv) Any dispute arising out of this process will be handled in accordance with the grievance and dispute settling procedure as contained in clause 3.1.

### 5.7.5 *Challenge of a fund*

- (a) An eligible employee being a member or a potential member of a Fund, as well as a Union whose registered list of callings incorporates any of the classification/classifications of employees to whom this Award applies, may by notification of a dispute challenge a Fund on the grounds that it does not meet the requirements of clause 5.7.
- (b) Despite the Commission determining that a particular Fund does not meet the requirements of clause 5.7, the Commission may in its discretion and subject to any recommendation, direction or order it may make, recognise any or all of the contributions previously made to that Fund as having met the requirements or part thereof of clause 5.7.2 up to and including the date of that determination.
- (c) If there is a dispute over whether any Fund complies with the requirements of the clause, the onus of proof will rest upon the employer.

### 5.7.6 *Fund Selection*

- (a) No employer will be required to make or be prevented from making, at any one time, contributions into more than one Approved Fund. Such Fund, other than a Fund referred to in clauses 5.7.4(d), (e), (f) and (g), must be determined by a majority decision of employees.
- (b) Employees to whom these provisions apply who as at the date of this variation are members of an established Fund covered by clause 5.7.4 (g) must have the right by majority decision to choose to have the contributions specified in clause 5.7.2 paid into a Fund as provided for elsewhere in clause 5.7.4 in lieu of the established Fund to which clause 5.7.4 (g) has application.
- (c) The initial selection of a Fund recognised in clause 5.7.4 must not preclude a subsequent decision by the majority of employees in favour of another Fund recognised under that subclause where the long term performance of the Fund is clearly disappointing.

Where clause 5.7.6 has been utilised and as a result another approved Fund is determined, access to a further re-appraisal of the fund for the purpose of favouring yet another Fund will not be available until a period of 3 years has elapsed after that utilisation of clause 5.7.6.

### 5.7.7 *Enrolment*

- (a) Each employer to whom clause 5.7 applies must as soon as practicable as to both current and future eligible employees -
  - (i) notify each employee of the employee's entitlement of Occupational Superannuation;
  - (ii) consult as may be necessary to facilitate the selection by employees of an appropriate Fund within the meaning of clause 5.7.4;
  - (iii) take all reasonable steps to ensure that upon the determination of an appropriate Fund each eligible employee, receives, completes, signs and returns the necessary application forms provided by the employer to enable that employee to become a member of the Fund; and
  - (iv) submit all completed application forms and any other relevant material to the Trustees of the Fund.
- (b) Each employee upon becoming eligible to become a member of a Fund determined in accordance with clause 5.7 may -
  - (i) complete and sign the necessary application forms to enable that employee to become a member of that Fund; and
  - (ii) return such forms to the employer within 28 days of receipt in order to be entitled to the benefit of the contributions prescribed in clause 5.7.2.
- (c) Where an employer has complied with the requirements of clause 5.7.7(a) and an eligible employee fails to complete, sign and return the application form within 28 days of the receipt by the employee of that form, then that employer must:
  - (i) Advise an eligible employee in writing of the non-receipt of the application form and further advise the eligible employee that continuing failure to complete, sign and return such form within 14 days could jeopardise any entitlement to the Occupational Superannuation benefit prescribed by this clause.
  - (ii) In the event that an eligible employee fails to complete, sign and return such application form within the

specified period of 14 days be under no obligation to make any Occupational Superannuation contributions in respect of such eligible employee excepting as from any subsequent date from which completed and signed application form is received by the employer.

- (iii) In the event that an eligible employee fails to return a completed and signed application form within a period of 6 months from the date of the original request by the employer, again advise that eligible employee in writing of the entitlement and that the receipt by the employer of a completed and signed application form is a pre-requisite to the payment of any Occupational Superannuation contributions.
  - (iv) At the same time as advising the eligible employee pursuant to clause 5.7.7(c)(iii) submit both to the Chief Industrial Inspector, Brisbane and to the Secretary of a Union whose registered callings incorporate the classification of the eligible employee a copy of each letter forwarded by the employer to the eligible employee pursuant to clauses 5.7.7(c)(i) and (iii).
- (d) Where an employer fails to provide an eligible employee with an application form in accordance with clause 5.7.7 (a)(iii) the employer is obliged to make contributions as from the date of operation of clause 5.7 or from the date an employee became an "eligible employee" if that occurs thereafter provided that an eligible employee completes, signs and returns to the employer an application form within 28 days of being provided with the application form by the employer. Where an eligible employee fails to complete, sign and return an application form within such period of 28 days the provisions of clause 5.7.7(c) will apply.
- (e) Unpaid Contributions - Subject to the Act and to clause 5.7.5 of this Award, where the discretion of the Commission has been exercised, should it be established that the employer has failed to comply with the requirements of clause 5.7.2 in respect of any eligible employee such employer will be liable to make the appropriate contributions retrospectively to the date of eligibility of the employee, plus an amount equivalent to the rate of return those contributions would have attracted in the relevant approved Fund, or a necessary Fund to be determined by the Commission under clause 5.7.4 of this Award, had they been paid on the due dates.

The making of such contributions satisfies the requirements of this clause excepting that resort to this provision will not limit any common law action which may be available in relation to death, disablement or any similar cover existing within the terms of a relevant Fund.

#### 5.7.8 *Record Keeping*

The employer is required to maintain records of time worked for the purposes of establishing the employee's entitlement to Occupational Superannuation, and of payments made to the approved Fund in similar form to time and wages records required to be kept in accordance with section 366 of the Act, and will have such records available for inspection by an Industrial Inspector or Officer of the Union, authorised pursuant to that Act.

#### 5.7.9 *Exemptions*

An employer may apply to the Commission for exemption from all or any of the provisions of clause 5.7 in the following circumstances:

- (a) Incapacity to pay the costs associated with its implementation, or
- (b) Any special or compelling circumstances peculiar to the business of the employer.

### **PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK AND WEEKEND WORK**

#### **6.1 Hours of work**

6.1.1 The ordinary hours of work for employees (other than those listed in Schedule E) will be an average of 38 hours per week to be worked on one of the following bases:

- (a) 38 hours within a work cycle not exceeding 7 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.

6.1.2 The ordinary hours of work for employees listed in Schedule E are those specified in that Schedule.

#### **6.2 Spread of hours**

6.2.1 Except in the case of shift workers and subject to clauses 6.1.1 and 6.1.2 of this Award, the hours of duty of employees will be worked on a Monday to Friday basis:

Provided that where as at 1 March 1993, provision exists for hours other than on a Monday to Friday basis to apply, such provision will continue to apply. Any extension of such arrangements may be worked as agreed upon between the employer and the Union/s:

Provided further that by agreement between the employer and the Union/s, such ordinary hours, may be worked over any 10 days in any 14 day work cycle.

6.2.2 The ordinary hours of work inclusive or exclusive of meal times as the case may be are to be worked as follows:

(a) Day work - between the hours of 6.00 a.m. and 6.00 p.m.

(b) Shift work - worked between Monday and Sunday inclusive in accordance with a roster agreed upon between the employer, and the Union/s concerned.

(c) Notwithstanding the provisions of clause 6.2.2(b), a shift worker must not perform more than 2 consecutive shifts.

6.2.3 Employees must be allowed a break of not less than 10 hours between the termination of one shift and the commencement of another shift:

An exception to this is that 8 hours applies instead of the 10 hours in any of the following circumstances:

(a) for the purpose of changing shift rosters; or

(b) in any other case agreed upon between the employer and the employee concerned.

### **6.3 Starting and finishing times**

#### *6.3.1 Changes to starting and finishing times*

Employees starting and finishing times including those occurring at the date of operation of this Award, may be altered to suit operational requirements, geographic, safety, climatic or traffic conditions by the employer with the agreement of the relevant Union/s concerned. Any such altered starting and finishing time will not invoke any penalty payment that would not be payable if the Award spread of hours were observed.

#### *6.3.2 Early and/or late work*

(a) Where an employee is required to commence their ordinary hours of duty prior to 6.00 a.m. or finish their ordinary hours of duty subsequent to 6.00 p.m., that employee shall be paid for the time so worked prior to 6.00 a.m. or after 6.00 p.m. respectively, at one and one-half times the ordinary rate for the first 3 hours and double the ordinary rate thereafter. This arrangement does not apply to any employee engaged to work shift work or continuous shift work as defined by the District Health Services Employees' Award - State 2003.

(b) Where an employee is engaged under shift work arrangements and works a day shift that commences prior to 6.00 a.m., such time worked prior to 6.00 a.m. will receive an additional 15% allowance.

### **6.4 Shift work**

#### *6.4.1 Rosters*

(a) Subject to the provisions of clause 6.4 the ordinary hours of shift workers will be worked in accordance with a roster agreed upon between the employer and the Union/s concerned:

Provided that agreement is not unreasonably withheld by either party.

(b) Employees must be notified one calendar week in advance of the roster cycle, provided that notification by 1.00 p.m. on Monday will be sufficient notification for the week commencing the following Monday.

(c) Changes within a roster must be, by agreement, between the employer and the employee concerned, but failing agreement, 24 hours' notice of a change of roster must be given or double time will be paid for the next shift.

#### *6.4.2 Shift work allowances*

(a) Afternoon or night shifts

Employees working afternoon and/or night shifts will be paid an allowance of 15% for each shift of ordinary hours:

Provided that in respect to the calculations of payments as prescribed by clause 6.4.2 such will be made upon the majority of shift basis in respect of ordinary hours worked where the starting and finishing times occur on different days over the period Monday to Friday both days inclusive.

These allowances do not apply to work performed between midnight Friday and midnight Sunday or on public holidays.

(b) Broken shift

All employees engaged on shifts in which the ordinary hours of duty are subject to a break in continuity other than for the purposes of meal breaks and rest pauses must be paid in addition to the ordinary rate of pay prescribed, an allowance of \$3.63 per shift for each shift so worked.

This provision will not be utilised to extend the working of broken shifts in circumstances where it is not occurring as at 1 March 1993 unless by agreement between the employer and the relevant union.

## **6.5 Working a 38 hour week**

6.5.1 A 38 hour week must be worked on one of the following bases, most suitable to each location, after consultation with, and giving reasonable consideration to the wishes of the employees concerned:

(a) By employees working less than 8 ordinary hours each day; or

(b) By employees working less than 8 ordinary hours on one or more days each work cycle; or

(c) By fixing one or more work days 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.

6.5.2 The objective of such consultation is to reach agreement on the method of working the 38 hour week in accordance with clause 6.1.1.

6.5.3 Subject to the provisions of clause 6.4.1, employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one workday to be taken off during a particular work cycle.

6.5.4 The outcome of such consultation must be recorded in writing.

6.5.5 Despite the consultative procedures outlined above, and despite any lack of agreement by employees, the employer will 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.

6.5.6 The method of working the 38 hour week may be altered, from time to time, upon giving 7 days' notice or such shorter period as may be mutually agreed upon following negotiations between the employer and employees concerned, utilising the foregoing provisions of clause 6.5, including clause 6.5.4 of this Award.

6.5.7 Different methods of working the 38 hour week may apply to individual employees, groups or sections of employees in each location concerned.

6.5.8 The ordinary hours of work, excluding the meal breaks must not exceed 10 hours per day:

Provided that where the ordinary working hours are to exceed 8 on any day, the arrangement of hours will be subject to the agreement of the employer and the majority of employees concerned.

6.5.9 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.

6.5.10 Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks, to maximise available working time. Preparation for work and cleaning up of the employee's person will be in the employee's time.

6.5.11 Notwithstanding any other provision in clause 6.5, where the arrangement of ordinary hours of work provides for an Accrued Day Off, the employer and the majority of employees concerned, may agree to bank up to a maximum of 5 accrued days off. Where agreement has been reached, such accrued days off must be taken

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

6.5.12 Where, as at the date of termination of service, an employee has accumulated time towards an accrued day or days off in accordance with clause 6.5, such employee will be paid for the time so accrued at the employee's ordinary rate of pay.

6.5.13 The provisions of clause 6.5 only apply to those employees who as at the date of operation of this Award were working a 38 hour week as a result of prior applications to reduce standard hours to 38 hours per week and to those employees who as a result of the introduction of this Award will have their hours of duty reduced to 38 hours per week.

## **6.6 Rostered days off**

6.6.1 Employees must be allowed 2 whole consecutive rostered days off in each week:

Provided, that in lieu of 2 whole days off in each week an employee may be allowed in each fortnightly period:

- one day off in one week and 3 consecutive days off in the other week; or
- 4 consecutive days off; or
- 2 groups of 2 consecutive days off:

Provided further that 2 consecutive days off, one at the end of one week and one at the beginning of the following week may be counted as meeting the requirements of clause 6.6.1.

6.6.2 Notwithstanding clause 6.6.1, employees regularly rostered to work shifts in excess of 8 hours are entitled to such number of rest days in any one week according to the specific shift arrangements.

## **6.7 Weekend work**

6.7.1 *Penalty rates*

All ordinary time worked between midnight Friday and midnight Saturday will be paid for at 1.5 times the ordinary rate and between midnight Saturday and midnight Sunday will be paid for at double time:

Provided that such Sunday penalty includes the casual loading paid to casual employees:

Provided further that in respect to the calculations of payments as prescribed by clause 6.7.1 as well as those prescribed by clause 6.4.2 (a) will be made upon the majority of shift basis in respect of ordinary hours worked where the starting and finishing times occur on different days over the period Friday to Monday both days inclusive.

## **6.8 Overtime**

6.8.1 *Payment*

Overtime, that is authorised time worked outside the ordinary starting and ceasing times or in excess of the ordinary hours of duty will be paid for at the rate of time and a-half for the first 3 hours and double time thereafter:

Provided that shift workers, whose hours of work are regularly rotated in accordance with a shift roster covering 2 or more shifts per day will be paid for overtime at the rate of double time.

Overtime will be calculated to the nearest quarter of an hour in the total amount of time in respect to which overtime is claimed by an employee.

6.8.2 *Time off in lieu*

An employee, other than a continuous shift worker who performs overtime work, will at the employee's option be granted time off at a mutually convenient time equivalent to the number of hours worked in lieu of payment for such overtime:

Provided that overtime taken on a time in lieu basis will be taken in periods mutually agreed between the employer and the employee:

Provided further that an employee who works overtime on recall on a public holiday and who is granted equivalent time off is paid at half the ordinary rate for the time so worked with a minimum payment of 4 hours.

### 6.8.3 *Overtime on weekends, rostered days off and accrued days off*

- (a) All overtime worked on Saturday will be paid for at the rate of time and a-half for the first 3 hours and double time thereafter.
- (b) All overtime worked on a Sunday will be paid for at the rate of double time except where Sunday is the first or third rostered day off.
- (c) A minimum payment of 2 hours work applies to all overtime worked on a Saturday or a Sunday:

Provided that such minimum payment does not apply where such overtime is performed immediately preceding and/or following an ordinary rostered shift.

- (d) (i) An employee, other than a shift worker, directed to work overtime on the first and/or third day of such employee's rostered days off during a work cycle will be paid at the rate of time and a-half for the first 3 hours and double time thereafter with a minimum payment of 2 hours.
- (ii) An employee, other than a shift worker, directed to work overtime on the second and/or 4th day of such employee's rostered days off during a work cycle will be paid at the rate of double time, with a minimum payment of 2 hours.
- (e) An employee directed to work overtime on such employee's Accrued Day Off will be paid for such work at the rate of time and a-half for the first 3 hours and double time thereafter with a minimum payment of 2 hours.

### 6.8.4 *Overtime during meal breaks*

Where an employee is directed to work during an unpaid meal break, and where the meal break is unable to be rescheduled within the span of hours, the employee concerned must be paid for the time so worked at the prescribed overtime rate with a minimum payment as for one-half hour worked:

Provided that where, as at 1 March 1993, an employee was entitled to payment at the rate of double time for time worked during a meal break, then such payment will continue to apply.

### 6.8.5 *Recall*

- (a) Monday to Friday - In the event of an employee on call being recalled to perform duty, the employee must be paid for the time worked; this time is to be calculated from home and back to home with a minimum payment of 2 hours at the prescribed overtime rate.
- (b) Saturday, Sunday and public holidays - An employee performing overtime work on recall on Saturday, Sunday or a public holiday may be paid for such overtime at the appropriate overtime rate with a minimum of 2 hours, or at the employee's option be granted time off at a mutually convenient time, equivalent to the number of hours worked. Such time to be calculated as from home and back to home. In the case of public holidays an employee is entitled to a minimum of 4 hours for the day.
- (c) An employee who works overtime on a public holiday and who is granted equivalent time off will be paid at half the ordinary rate for the time so worked with a minimum of 4 hours:

Provided further that accrued time in lieu is taken in periods as mutually agreed between the employer and the employee.

- (d) 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.

- (e) Any overtime payable to employees placed on call is in addition to the on call allowance.
- (f) Where an employee is recalled to perform work during an off duty period such employee will be provided with transport to and from the employee's home, or be refunded the cost of such transport.
- (g) The provisions of clause 6.9 apply when an employee has actually worked in excess of 2 hours on one or more call-outs.
- (h) Where practicable an employer must not require an employee to be continuously available on-call for a period in excess of 6 weeks.



- (i) An employee not on-call, who is recalled to perform work after completing ordinary duty, or is recalled at least 2 hours prior to commencing ordinary duty will be paid at overtime rates with a minimum payment of 2 hours.

#### 6.8.6 *Higher duties*

Subject to clause 5.4 an employee temporarily filling and discharging the duties of an office at a higher Classification Level for which overtime has been authorised will be paid for at the rate applicable to that higher Classification Level.

### **6.9 Rest period after overtime**

#### 6.9.1 *Fatigue Leave*

An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day, that 10 consecutive hours off duty between those hours have not occurred will be released after completion of such overtime until 10 consecutive hours off duty occur without loss of pay for ordinary working time occurring during such absence. If on the instructions of the employer, such an employee resumes or continues work without having had 10 consecutive hours off duty, the employee must be paid double rates until released from duty for such period, and will then be entitled to be absent until 10 consecutive hours off duty have occurred without loss of pay for ordinary working time occurred during such absence.

6.9.2 The provisions of clause 6.9 apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:

- (a) for the purpose of changing shift rosters; or
- (b) in any other case agreed upon between the employer and the employee concerned.

### **6.10 Breaks**

#### 6.10.1 *Meal breaks*

All employees whether day workers, shift workers or continuous shift workers, will be allowed not less than 30 minutes for a meal break between the 3rd and the 6th hours of duty.

#### 6.10.2 *Crib time*

- (a) The hours of duty of continuous shift workers is inclusive of meal times such to be taken as a crib break so as not to interfere with operational requirements and no deduction will be made from the employee's wages.
- (b) The hours of duty of shift workers are either inclusive or exclusive of meal times subject to operational requirements. In cases where the hours of duty of a particular shift is inclusive of meal times then such will be taken as a crib break so as not to interfere with operational requirements and no deductions will be made from the employee's wages:

Provided that where, as at 1 March 1993, an employee was or was not in receipt of a paid meal break then such arrangement would continue unless the roster is changed in accordance with clause 6.4.1.

#### 6.10.3 *Meal breaks / allowances while on overtime*

- (a) Where an employee is called upon to work for more than one hour before the ordinary commencing time or more than one hour after the ordinary ceasing time, the employee must be supplied with a meal of reasonable quality and quantity by the employer or be paid \$9.60 in lieu thereof. Additionally, the employee must be allowed one-half hour at the ordinary mealtime for such meal where work is performed after 6.00 p.m.
- (b) In addition to the provisions of clause 6.10.3(a) an employee will be allowed one-half hour at the ordinary mealtime for such meal:

Provided that where due to operational requirements the work should not be interrupted such meal can be taken as a paid crib break.

- (c) An employee will be entitled to a further one-half hour break and a meal of reasonable quality and quantity or a further meal allowance after the completion of every additional 4 hours overtime worked.
- (d) An employee who works afternoon or night shifts will be entitled to a meal allowance or crib break after more than one hour's overtime.

- (e) Employees who work overtime on a rostered day off are entitled to \$9.60 meal allowance after each period of 4 hours continuous overtime in addition to any payment for overtime to which employees are entitled, unless a meal of reasonable quality and quantity is provided by the employer.

#### 6.10.4 Rest pauses

Every employee is entitled to a rest pause of 10 minutes duration in the employer's time in the first and second half of the working day. Such rest pauses will be taken at such times as will not interfere with continuity of work where continuity is necessary:

Provided that the employer may determine that the rest pauses may be combined into one 20 minute rest pause, to be taken in the first part of the ordinary working day:

Provided further that where an employee is engaged for 6 or less hours, such employee is only entitled to one rest pause.

### **PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

#### **7.1 Annual leave**

7.1.1 (a) Every employee (other than a casual employee) is at the end of each year of such employee's employment entitled to annual leave on full pay of 4 weeks.

(b) Where work is performed on a continuous shift work basis over a period of 7 days per week and the employees engaged in such work perform their duties in the varying shifts allocated in rotation by the officer duly authorised in that regard, every employee so engaged in shift work who has completed a full year of employment is entitled to additional recreation leave at the rate of one week per year in respect of the period during which such shifts have been worked by the employee.

(c) By mutual agreement between the employer and the Union or Unions concerned, employees engaged in the same work unit, within a facility may choose to be allowed an additional one week's leave in lieu of extra payment for work performed upon those holidays as prescribed in clause 7.7.1:

Provided that the granting of the additional week's leave as prescribed in clause 7.1.1(c) is dependent upon the individual employees having completed a full year of employment and having actually worked ordinary rostered hours upon any of the aforementioned public holidays.

Nothing in clause 7.1 will, as from the commencement of this award or from any subsequent date, be construed so as to alter any employee's entitlement to annual leave as prescribed herein unless prior agreement is reached between the employer and the Union or Unions concerned.

#### 7.1.2

(a) Any period of annual leave will be exclusive of any public holiday which may occur during the period of that annual leave unless such public holiday is prescribed in clause 7.7.1(a) and an employee receives the additional annual leave as prescribed in clause 7.1.1(c) of this Award.

The annual leave must be paid for by the employer in advance and in accordance with clause 7.1.4:

In the case of any and every employee in receipt immediately prior to the taking of annual leave ordinary pay at a rate in excess of the ordinary rate payable under this Award at that excess rate; and  
In every other case, at the ordinary rate payable to the employee concerned immediately prior to the taking of annual leave under this Award.

(b) If the employment of any employee is terminated before the expiration of a full year of employment, such employee will be allowed a monetary *pro rata* equivalent, proportional to the period of service, calculated in accordance with clause 7.1.4 of this Award:

Provided that where an employee is entitled to additional leave as prescribed in clauses 7.1.2(b) and/or 7.1.2(c), such additional annual leave must be included in calculating the monetary *pro rata* equivalent.

(c) All employees will have their annual leave entitlement debited by the number of ordinary hours they would have worked between Christmas Day and New Year's Day inclusive when there is a compulsory closure of Government establishments over the Christmas/New Year period.

7.1.3 Should an employee not take leave in any year, such leave may be granted to the employee in the following year in addition to leave for that year but the total accumulated leave must not exceed 2 years' accrued entitlement.

7.1.4 *Calculation of annual leave pay* - In respect to annual leave entitlements annual leave pay (including any proportionate payments) will be calculated as follows:

- (a) Shift workers - Subject to clauses 7.1.4(b) and (d) the rate of wage to be paid to a shift worker is the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or public holiday shifts.
- (b) Continuous shift workers - All continuous shift workers, except those Operational Stream staff covered by The Australian Workers' Union of Employees, Queensland, receive a 27 1/2% leave loading in lieu of projected rosters by agreement between the Government and the Public Sector Unions. The following entitlement exists for the payment of the 27 1/2% leave loading:
- Employees who do not work ordinary hours on public holidays -  
5 out of 5 weeks.
  - Employees who do work ordinary hours on public holidays but do not receive the additional week's leave as provided in clause 7.1.1(c) -  
5 out of 5 weeks.
  - Employees who do work ordinary hours on public holidays and receive the additional week's leave as provided in clause 7.1.1 (c) -  
5 out of 6 weeks.

Those continuous shift workers covered by The Australian Workers' Union of Employees, Queensland as mentioned above are entitled to receive payment for projected rosters. This means the payment of penalties (i.e. weekend, afternoon and night shifts and public holidays) which would have been worked on a projected roster. It does not mean the payment of projected overtime.

The total additional payments made as a result of the projected roster can not fall below the equivalent of 17 1/2% on the number of weeks determined in the preceding paragraph.

The payment of projected rosters is not made for a week's leave which is received as compensation for ordinary work performed on public holidays (clause 7.1.1(c)). Ordinary salary only would be received for this week.

- In this regard, payment for projected rosters and 27 1/2% loading paid in lieu of projected roster should be calculated by averaging payment. Therefore, payment should be 5/6ths of the total projected roster or 5/6ths of the 27 1/2% leave loading paid in lieu of projected rosters as the case may be.
- (c) All Employees - Subject to the provisions of clause 7.1.4(d), in no case will 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 by the Award for the period of the annual leave (excluding shift premiums and weekend penalty rates);
  - (ii) A further amount calculated at the rate of 17 1/2 per centum of the amounts referred to in 7.1.4(c)(i).

(d) The provisions of clause 7.1.4(c) do not apply to the following -

- (i) Any period of annual leave exceeding -
  - (A) 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or
  - (B) 4 weeks in any other case.
- (ii) Employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

## 7.2 Sick leave

Sick leave (leave of absence on account of illness) on full salary will accumulate at the rate of 10 working days for each completed year of service and a proportionate amount for an incomplete year of service.

- Leave may be taken for part of a day;
- Entitlement to sick leave is conditional on the employee promptly notifying the employer of their absence and of its expected duration;

- An application for sick leave of more than 3 days is to be supported by a medical certificate or any other evidence that is acceptable to the employer.

The entitlements for sick leave are prescribed under *Directive 8/01 Sick Leave*, as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

### **7.3 Bereavement leave**

Employees are granted bereavement leave on full salary on the death of a member of the employee's immediate family or household:

7.3.1 "Immediate family" includes:

- (a) The employee's spouse;
- (b) A child, ex-nuptial child, step-child, adopted-child, ex-foster child of the employee;
- (c) Parent, grandparent, grandchild, sister or brother of the employee and of the employee's spouse;
- (d) Step-father, step-mother, half-brother, half-sister, step-brother and step-sister of the employee.

7.3.2 "Spouse" of an employee includes:

- (a) A former spouse; and
- (b) A defacto spouse, including a spouse of the same sex as the employee.

The entitlements for bereavement leave are prescribed under *Directive 3/02 Bereavement Leave*, as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

### **7.4 Long service leave**

Employees who complete 10 years' continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service.

After 7 years' continuous service employees are entitled to a proportionate payment (calculated on a pro rata basis for 7 years' continuous service) in specified circumstances relating to the termination of employment and parental leave.

The entitlements to long service leave are prescribed under *Directive 1/01 Long Service Leave*, as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

### **7.5 Family leave**

The provisions of the Family Leave Award - Queensland Public Sector (including special responsibility leave) apply and form part of this Award.

The entitlements to include:

- Maternity leave;
- Spousal leave;
- pre-natal leave;
- pre-adoption leave; and
- adoption leave;
- special responsibility leave.

The entitlements for family leave are prescribed under Queensland Health policy section IRM 11.7, excluding IRM 11.7-1, apply to employees under this Award.

### **7.6 Conversion of leave**

7.6.1 For the purposes of annual leave, sick leave and long service leave all accumulated or accrued leave will generally be credited on the basis of a 38 hour week and rates of pay applicable to such leave will be calculated on the basis of a 38 hour divisor. Consequently credits will be converted as follows:

If in weeks x 38 hours;  
If in days x 7.6 hours;  
If in hours x 38/y (where y = original ordinary hours per week)

7.6.2 *Leave debits* - Leave debits will be equivalent to the ordinary hours 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:

Provided that those categories of employees listed in Schedule E of this Award will have the calculations based on the hour divisor specified in that Schedule.

## 7.7 Public holidays

1.7.1 All work done by any employee on:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

will be paid for at the rate of double time and a-half with a minimum of 4 hours for employees who have elected not to accrue the additional weeks leave in accordance with clause 7.1.1(c) and at the rate of time and a-half with a minimum of 4 hours for those employees who have elected to accrue the additional week's leave in accordance with the aforementioned provision.

(a) All work done by any employee on Easter Saturday (the day after Good Friday) must be paid for at the rate of double time and a-half with a minimum of 4 hours.

### 7.7.2 *Labour Day*

All employees covered by this Award are 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 employee will be paid a full day's wage for that day and in addition a payment for the time actually worked by the employee at one and a-half times the ordinary time rate of pay prescribed for such work with a minimum of 4 hours.

### 7.7.3 *Annual show*

All work done by employees in a district specified from time to time by the Minister by notification published in the *Industrial 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 of such district will be paid for at the rate of double time and a-half with a minimum of 4 hours.

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

7.7.4 (a) Where an employee who is not in receipt of the additional week's leave as prescribed in clause 7.1.1(c) (other than a casual employee) is rostered off on any of the public holidays as prescribed herein, such employee must be paid an additional day's wage, or be granted a day's holiday in lieu at a time to be mutually arranged between the employer and the employee concerned, or an extra day will be added to annual leave, for each such day on which such employee is rostered off:

Provided that in respect to Easter Saturday, the aforementioned provisions do not apply to employees who are not ordinarily required to work on weekends.

(b) Where an employee who is in receipt of the additional week's leave as prescribed in clause 7.1.1(c) (other than a casual employee) is rostered off on Easter Saturday, Show Day or Labour Day, such employee will be paid an additional day's wage, or be granted a day's holiday in lieu at a time to be mutually arranged between the employer and the employee concerned, or an extra day will be added to annual leave, for each such day on which such employee is rostered off:

Provided that in respect to Easter Saturday, the aforementioned provisions do not apply to employees who are not ordinarily required to work on weekends.

7.7.5 All time worked on any of the aforesaid holidays outside an employee's ordinary starting or ceasing time on such day must all be paid for at double the rate prescribed by the Award for such time when worked outside the

ordinary starting and finishing times on an ordinary day.

- 7.7.6 Casual employees required to work on public holidays will be paid at the rate of double time and a-half for all time worked.
- 7.7.7 For the purposes of clause 7.7, where the rate of wages is a weekly rate, "double time and a-half" means 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.
- 7.7.8 Where a public holiday as prescribed by clause 7.7 falls upon a Saturday or Sunday and an employee as part of the employee's ordinary rostered hours is required to work upon such day, calculations of payment are made upon the majority of shift basis where the starting and finishing times of such ordinary hours occur on different days.

## **PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK**

### **8.1 Fares, travelling and motor vehicle allowance**

#### *8.1.1 Travelling and relieving expenses*

An employee who is required to:

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

is allowed actual and reasonable expenses or allowances for accommodation, meals and incidental expenses necessarily incurred by the employee.

These are prescribed under *Directive 1/02 Travelling and Relieving Expenses*, as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

#### *8.1.2 Motor vehicle allowances*

An employee who is required to:

- use a private motor vehicle for official purposes;

is entitled to claim this allowance.

The entitlements to Motor Vehicle Allowances are prescribed under *Directive 3/03 Motor Vehicle Allowances*, as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

### **8.2 Appointment and transfer expenses**

These are the expenses that may be paid on behalf of an eligible employee when appointed or transferred from one centre to another, including:

- The conveyance of self, family and effects to the centre to which transferred or appointed; and
- Board and lodging; and
- other items of expenditure related to taking up duty.

The entitlements to appointment and transfer expenses are contained in Queensland Health policy IRM 2.3-4 (Appointment and Transfer Expenses) apply to employees under this Award.

## **PART 9 - TRAINING AND RELATED MATTERS**

### **9.1 Commitment to training**

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

Accordingly, the parties commit themselves to developing a more highly skilled and flexible workforce and providing employees with career opportunities through appropriate training to acquire additional skills for performance of their duties.

9.1.2 Within each Department a consultative mechanism and procedures involving representatives of management, employees and Public Sector Unions must be established as determined by the Chief Executive having regard to the size, structure and needs of that Department.

9.1.3 Following consultation the Chief Executive will develop a training and development strategy consistent with -

- (a) the current and future needs of the Department;
- (b) the size, structure and nature of the operations of the Department;
- (c) the need to develop vocational skills relevant to the Department through courses conducted wherever possible by accredited educational institutions and providers.

Training and development may be both on-the-job or off-the-job and either internal or external to the organisation.

9.1.4 Where possible training and development provided should assist employees in obtaining knowledge and skills accredited by an Industry Training Council or other similar body.

All such training and development should be directed at enabling employees to enhance skills relevant to duties to be performed. Employees will be expected to attend scheduled training and development activities.

## **PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES**

### **10.1 Clothing, equipment and tools**

#### *10.1.1 Uniforms*

- (a) (i) Where uniforms are required to be worn by any employee, the employer must supply that employee with 6 uniforms of good quality in the first year of service. Replacement uniforms will be provided in subsequent years by the employer on a fair wear and tear basis:

Provided that an employer who does not supply uniforms to an employee will pay to the employee an allowance of \$206 per annum or a *pro rata* equivalent in the first year of service and an allowance of \$102.00 per annum or a *pro rata* amount in respect to replacement uniforms during subsequent years.

(ii) The provisions of clause 10.1.1(a) will not be used to alter the option of the supply of uniforms or the allowance in lieu thereof existing as at 1 March 1993 unless by prior agreement between the employer and the union/s.

(iii) Where the employer provides a laundry service or access to a service and such uniforms are laundered by the employer, the uniforms will be laundered without charge to the employee. Where no laundry service or access to a laundry service is provided by the employer and uniforms are not laundered by the employer, an allowance of \$2.81 per week will be paid to the employee. However this allowance is not payable when the employee elects at their own volition not to have the uniforms laundered by the employer.

- (b) Counsellors engaged in the Alcohol and Drug Dependence Service will be paid a clothing allowance of \$7.20 per fortnight in the first year of service and \$3.60 per fortnight during subsequent years of service. No entitlement exists for the payment of a laundry allowance.

#### *10.1.2 Outer duty garments*

Where employees are supplied with outer-duty garments, such will be supplied free of charge and laundered and maintained by the employer.

A sufficient number of such garments will be supplied and will remain the property of the employer.

#### *10.1.3 Freezer suits and boots*

Freezer suits and boots will be supplied by the employer for employees working in freezers:

Provided that such freezer suits and boots will remain the property of the employer.

#### *10.1.4 Waterproof clothing*

(a) Laundry and kitchen employees will, where considered appropriate by the employer, be provided with waterproof aprons or overalls and with suitable footwear if working in water.

(b) The provision of waterproof protective clothing for work in the rain is covered by subclause 5.6.6.

#### 10.1.5 *Rubber gloves*

Suitable rubber gloves will be provided where considered appropriate by the employer.

#### 10.1.6 *Breakages*

Except in the case of proven wilful misconduct, the employer must not charge a sum against, or deduct any amount from, the wages of an employee in respect of breakages of crockery or other utensils.

### **10.2 Accommodation and conveniences**

#### 10.2.1 *Board and lodging*

Where board and lodging are supplied to employees residing within employer accommodation, the employer will be entitled to deduct a weekly sum equivalent to 49% of an employee's weekly wage paid at the rate of paypoint 1 of Level 2 of an employee in the Operational Services Stream.

Where employees who are living out are provided with meals by the employer, a deduction will be made from their wages/salary calculated at the rate of 2.2% of the board and lodging charge for breakfast and at the rate of 2.7% of the board and lodging charge for each lunch and dinner provided. In respect of lunch and dinner, only a main course, together with tea or coffee will be provided. For each additional course a charge at the rate 0.6% of the board and lodging charge will be made.

Where employees are provided with accommodation only by the employer a deduction will be made from their wages/salary at the rate of 35% of the board and lodging charge per week.

For the purpose of determining the aforementioned charges, calculations will be made to the nearest 5 cents.

### **10.3 Occupational health and safety**

#### 10.3.1 *Freezing rooms and cold rooms*

No employee employed in a kitchen covered by this Award will be allowed to work in any freezer or cold room for a period exceeding one hour at any time without being allowed a rest pause of 10 minutes to be counted as working time.

## **PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS**

### **Preamble**

Clauses 11.1 and 11.2 replicate legislative provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to Sections 366, 372 and 373 of that Act as amended from time to time.

### **11.1 Right of entry**

#### 11.1.1 *Authorised industrial officer*

(a) An "Authorised industrial officer" is any Union official holding a current authority issued by the Industrial Registrar.

(b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the Union.

#### 11.1.2 *Entry procedure*

(a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:

(i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and

(ii) shows their authorisation upon request.

(b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other



person in charge is absent.

- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

#### 11.1.3 *Inspection of records*

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
  - (i) is ineligible to become a member of the Union; or
  - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
  - (iii) has made a written request to the employer that the employee does not want that employee's record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

#### 11.1.4 *Discussions with employees*

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

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

#### 11.1.5 *Conduct*

An authorised industrial officer must not unreasonably interfere with the performance of work in exercising a right of entry.

### **11.2 Time and wages record**

11.2.1 An employer must keep, at the place of work in Queensland, a time and wages record that contains the following particulars for each pay period for each employee, including apprentices and trainees:

- (a) the employee's award classification;
- (b) the employer's full name;
- (c) the name of the award under which the employee is working;
- (d) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;
- (e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;
- (f) the gross and net wages paid to the employee;
- (g) details of any deductions made from the wages; and
- (h) contributions made by the employer to a superannuation fund.

11.2.2 The time and wages record must also contain:

- (a) the employee's full name and address;
- (b) the employee's date of birth;
- (c) details of sick leave credited or approved, and sick leave payments to the employee;
- (d) the date when the employee became an employee of the employer;
- (e) if appropriate, the date when the employee ceased employment with the employer; and
- (f) if a casual employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's business hours by an inspector of the Department of Industrial Relations, in accordance with section 371 of the Act or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

### **11.3 Union encouragement**

#### *11.3.1 Union encouragement*

The employer recognises the right of individuals to join a union and will encourage that membership; however, it is also recognised that Union membership remains at the discretion of individuals.

Where requested by a Union who is party to this Award, payroll deduction facilities for Union subscriptions will be available.

Information on relevant Unions (which will be supplied by Unions) will be made available to relevant employees at the point of engagement.

Union officials or authorised representatives will be given the opportunity to discuss Union membership with new employees and to provide such employees with relevant Union material including membership forms.

#### *11.3.2 Leave to undertake work with relevant union*

At the discretion of the employer, employees may be granted special leave without salary to undertake a period of work with the relevant Union.

#### *11.3.3 Industrial relations education leave*

Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow employees to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.

Employees may be granted up to 5 working days (or the equivalent hours) paid time off (non-cumulative) per calendar year to attend industrial relations education sessions.

Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than 5 working days (or the equivalent hours). Such leave will be subject to consultation between the employer (or delegated authority), the relevant union and the employee.

Upon request and subject to approval by the employer (or delegated authority) and evidence of appropriate union authorisation; employees may be granted up to 3 days paid leave in order to attend Union Annual Conferences. Upon request, and subject to approval by the employer (or delegated authority), employees may be granted additional paid time off in special circumstances to attend Management Committee Meetings, Union Conferences and ACTU Congress.

The granting of industrial relations education leave or any additional leave is subject to the approval of the employer (or delegated authority) and should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the relevant work unit. At the same time, such leave must not be unreasonably refused.

#### *11.3.4 Union delegates' assistance*

The employer acknowledges the constructive role democratically elected Union delegates undertake in the workplace in relation to Union activities that support and assist members. That role will be formally recognised, accepted and

supported, provided that Unions will notify the employer of such delegates. The employer supports the accepted industrial principle that delegates should perform their roles without fear of victimisation.

Employees will be given full access to Union officials/delegates during working hours to discuss any employment matter or seek union advice, provided that service delivery is not disrupted and work requirements are not unduly affected.

Provided that service delivery and work requirements are not unduly affected, delegates will be provided with convenient access to reasonable, existing facilities for the purpose of undertaking union activities. Local arrangements may be entered into with Unions at DCF level in relation to access to specific facilities. Such arrangements may include, but must not be limited to, access to telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. Provided that such arrangements are consistent with the employer's policies and procedures and must ensure that personal privacy and information security is maintained.

Subject to the relevant employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.

#### **11.4 Posting of Award**

A copy of this Award will be displayed in a conspicuous and convenient place on the employer's premises so as to be easily read by all relevant employees.

#### **SCHEDULE A - AWARDS AND INDUSTRIAL AGREEMENTS WHICH PREVIOUSLY APPLIED TO REGIONAL HEALTH AUTHORITIES**

Award for Certain Employees - Alcohol and Drug Dependence Services - Department of Health; (other than nursing classifications)

Canteen Employees' Award - Psychiatric Hospitals and Other Institutions - Department of Health;

Carting Trade Award - Northern and Mackay Divisions;

Carting Trade Award - Northern and Mackay Divisions - Hours of Work - Employees of Regional Health Authorities - Industrial Agreement;

Carting Trade Award - Southern Division;

Carting Trade Award - Southern Division Baillie Henderson Hospital, Toowoomba - Industrial Agreement;

Carting Trade Award - Southern Division - Wolston Park Hospital, Wacol and Challinor Centre, Ipswich - Industrial Agreement;

Clerks' Award - Public Hospitals - State;

Clerks' Award - Public Hospitals - State - Variable Working Hours - Industrial Agreement;

Clinic Attendants' Award - Queensland Radium Institute;

Cooks and Kitchenhands' Award - Brisbane Metropolitan Hospitals Boards and Psychiatric Hospitals and other Institutions under the Control of the Department of Health;

Cooks and Kitchenmen - Mosman Hall, Charters Towers and Eventide Home, Charters Towers - Industrial Agreement;

Dental Assistants, Department of Health Award - State;

Dental Auxiliary Staff Award - Public Hospitals Boards;

Dentists Award - Public Hospitals Boards - State;

Hairdressers' Award - Brisbane;

Hairdressers' Award - State (Excluding Brisbane);

Home Help Community Service, Department of Health Award - State;

Pharmaceutical Employees' Award - Public Hospitals - State;

Physiotherapists, Occupational Therapists and Speech Therapists Award - Public Hospitals - State;

Professional and Technical Employees Award - Public Hospitals, Queensland and the Queensland Radium Institute;  
 Psychiatric Hospitals Etc., Employees' Award - State; (Part B)  
 Public Hospitals Employees' Award - State;  
 Public Sector Employees - Grievance Procedures Award - State;  
 Public Service Award - State;  
 Public Service Award - State - Variable Working Hours - Industrial Agreement;  
 Radiographers Award - Public Hospitals - The Queensland Radium Institute and the Department of Health;  
 School Dental Therapists - Department of Health - Award;  
 Security Employees' Award - State Government.

**SCHEDULE B(i) SALARIES AND WAGES**

**ADMINISTRATIVE STREAM**

<b>Classification</b>	<b>Pay Point</b>	<b>EBA Rates and 01/09/09 SWC Rate Per Fortnight \$</b>	<b>EBA Rates and 01/09/09 SWC Rate Per Annum \$</b>
Level			
AO1 (Under 21)	1	898.50	23,426
	2	968.40	25,249
	3	1,040.70	27,136
AO2 (Age 21)	1	1,379.30	35,953
	2	1,416.80	36,932
	3	1,454.60	37,918
	4	1,492.10	38,896
	5	1,529.80	39,880
	6	1,567.40	40,861
	7	1,606.30	41,875
	8	1,645.70	42,903
AO3	1	1,738.80	45,332
	2	1,789.50	46,655
	3	1,844.70	48,095
	4	1,899.50	49,525
AO4	1	1,995.00	52,017
	2	2,051.20	53,483
	3	2,107.20	54,944
	4	2,163.50	56,413
AO5	1	2,263.50	59,022
	2	2,320.30	60,504
	3	2,376.70	61,975
	4	2,433.10	63,446
AO6	1	2,551.70	66,541
	2	2,604.20	67,910
	3	2,656.50	69,275
	4	2,708.90	70,642
AO7	1	2,818.80	73,509
	2	2,879.50	75,093
	3	2,940.10	76,674
	4	3,000.40	78,247

<b>Classification</b>	<b>Pay Point</b>	<b>EBA Rates and 01/09/09 SWC Rate Per Fortnight \$</b>	<b>EBA Rates and 01/09/09 SWC Rate Per Annum \$</b>
AO8	1	3,090.00	80,584
	2	3,143.60	81,983
	3	3,196.90	83,373
	4	3,250.20	84,764

**PROFESSIONAL STREAM**

<b>Classification</b>	<b>Pay Point</b>	<b>EBA Rates and 01/09/09 SWC Rate Per Fortnight \$</b>	<b>EBA Rates and 01/09/09 SWC Rate Per Annum \$</b>
Level			
PO1(Under Age 21)	1	924.30	24,099
	2	1,038.30	27,073
	3	1,152.40	30,050
(Age 21)	4	1,440.90	37,560
	5	1,502.80	39,175
	6	1,564.40	40,782
	7	1,627.90	42,439
PO2	1	1,737.30	45,293
	2	1,813.30	47,276
	3	1,892.90	49,353
	4	1,972.90	51,440
	5	2,052.90	53,527
	6	2,132.50	55,604
PO3	1	2,224.60	58,007
	2	2,283.40	59,541
	3	2,342.30	61,078
	4	2,401.00	62,609
PO4	1	2,536.50	66,144
	2	2,593.90	67,642
	3	2,651.40	69,142
	4	2,708.90	70,642
PO5	1	2,818.80	73,509
	2	2,879.50	75,093
	3	2,940.10	76,674
	4	3,000.40	78,247
PO6	1	3,090.00	80,584
	2	3,143.60	81,983
	3	3,196.90	83,373
	4	3,250.20	84,764

**TECHNICAL STREAM**

<b>Classification</b>	<b>Pay Point</b>	<b>EBA Rates and 01/09/09 SWC Rate Per Fortnight \$</b>	<b>EBA Rates and 01/09/09 SWC Rate Per Annum \$</b>
Level			
TO1(Under Age 21)	1	924.30	24,099
	2	1,038.30	27,073
	3	1,152.40	30,050
(Age 21)	4	1,440.90	37,560

<b>Classification</b>	<b>Pay Point</b>	<b>EBA Rates and 01/09/09 SWC Rate Per Fortnight \$</b>	<b>EBA Rates and 01/09/09 SWC Rate Per Annum \$</b>
	5	1,502.80	39,175
	6	1,564.40	40,782
	7	1,627.90	42,439
TO2	1	1,651.70	43,060
	2	1,702.20	44,377
	3	1,752.50	45,690
	4	1,798.70	46,895
	5	1,849.10	48,210
	6	1,899.50	49,525
TO3	1	1,995.00	52,017
	2	2,040.90	53,214
	3	2,086.80	54,412
	4	2,132.50	55,604
TO4	1	2,224.60	58,007
	2	2,286.30	59,617
	3	2,348.10	61,229
TO5	1	2,433.10	63,446
	2	2,496.30	65,095
	3	2,559.50	66,744
	4	2,622.40	68,385
TO6	1	2,697.70	70,350
	2	2,758.50	71,936
	3	2,818.80	73,509

#### **OPERATIONAL STREAM**

<b>Classification</b>	<b>Pay Point</b>	<b>EBA Rates and 01/09/09 SWC Rate Per Fortnight \$</b>	<b>EBA Rates and 01/09/09 SWC Rate Per Annum \$</b>
Level			
OO1(Under Age 21)	1	764.50	19,930
	2	846.00	22,056
	3	928.00	24,195
	4	1,011.40	26,371
	5	1,096.10	28,581
	6	1,181.10	30,799
OO2(Age 21)	1	1,379.30	35,953
	2	1,418.80	36,984
	3	1,458.50	38,019
	4	1,497.80	39,045
OO3	1	1,521.10	39,653
	2	1,551.40	40,443
	3	1,581.90	41,239
	4	1,613.30	42,058
OO4	1	1,672.60	43,605
	2	1,717.10	44,766
	3	1,761.70	45,930
	4	1,801.90	46,979
OO5	1	1,841.50	48,012
	2	1,892.60	49,345
	3	1,944.10	50,689
	4	1,995.00	52,017

<b>Classification</b>	<b>Pay Point</b>	<b>EBA Rates and 01/09/09 SWC Rate Per Fortnight \$</b>	<b>EBA Rates and 01/09/09 SWC Rate Per Annum \$</b>
OO6	1	2,069.70	53,966
	2	2,116.30	55,181
	3	2,163.50	56,413
OO7	1	2,252.60	58,737
	2	2,300.20	59,979
	3	2,348.10	61,229
OO8	1	2,376.70	61,975
	2	2,433.10	63,446
	3	2,551.70	66,541
OO9	1	2,604.20	67,910
	2	2,656.50	69,275
	3	2,708.90	70,642
OO10	1	2,818.80	73,509
	2	2,879.50	75,093
	3	2,940.10	76,674
	4	3,000.40	78,247

The rates of pay in Schedule B(i) comprise the minimum rates payable under this Award. The rates of pay in Schedule B(i) incorporate adjustments based upon the Queensland Public Health Sector - Certified Agreement (No. 4) 2000 (CA 576 of 2000) and include the arbitrated wage adjustments payable under the 1 September 2010 Declaration of General Ruling and earlier Safety Net Adjustments.

#### **SCHEDULE B(ii) DENTISTS' SALARIES**

<b>Classification</b>	<b>Pay Point</b>	<b>EBA Rates and 01/09/09 SWC Rate Per Fortnight \$</b>	<b>EBA Rates and 01/09/09 SWC Rate Per Annum \$</b>
Dental Stream			
Dental Officers	DO1	2,593.90	67,642
	DO2	2,651.50	69,144
	DO3	2,708.80	70,639
	DO4	2,818.80	73,509
	DO5	2,879.50	75,093
	DO6	2,940.20	76,676
	DO7	3,000.40	78,247
	DO8	3,064.80	79,927
	DO9	3,129.10	81,605
	DO10	3,218.90	83,947
	DO11	3,315.30	86,462
	DO12	3,411.60	88,975
	DO13	3,507.90	91,487
	DO14	3,629.70	94,665
	DO15	3,758.50	98,025
Dental Specialist	DS1	3,629.70	94,665
	DS2	3,758.50	98,025
	DS3	3,887.40	101,388
	DS4	4,016.10	104,746
	DS5	4,144.90	108,106
Senior Specialist	SDS1	4,273.70	111,466
	SDS2	4,402.50	114,827

The rates of pay in Schedule B(ii) comprise the minimum rates payable under this Award. The rates of pay in Schedule B(ii) incorporate adjustments based upon the Queensland Public Health Sector - Certified Agreement (No. 4) 2000 (CA 576 of 2000) and include the arbitrated wage adjustment payable under the 1 September 2010 Declaration of General

Ruling and earlier Safety Net Adjustments.

## **SCHEDULE C GENERIC LEVEL STATEMENTS**

### **GENERIC LEVEL STATEMENT - ADMINISTRATIVE STREAM**

#### **Administrative Officer Level 1**

##### Work Level Description (AO1)

Work at this level usually involves a combination of keyboard, clerical and other duties requiring the application of basic office skills and routines.

##### Characteristics of the Work

Performed under close direction using established routines, methods and procedures with little scope for deviating from these.

Problems can usually be solved by reference to procedures, well documented methods and instructions. Initially direct guidance is given when problems arise. Ready access to advice and assistance is available.

The work may involve giving technical and procedural advice to other staff (for example relating to the operation of office equipment used in the work area). It may require the acquisition of knowledge and specific procedures, instructions, regulations or other requirements relating to general administration (e.g. personnel or finance operations) and/or specific departmental programs and activities.

Work at this level does not include supervisory responsibilities although more experienced staff may assist new staff by providing guidance and advice.

As individual employees develop more experience and knowledge they will be required to exercise greater judgement and make decisions in their allocated duties, although these will be confined by instructions, established practices and procedures of written guidelines.

##### Duties and Skills

Work at this level may progressively involve an employee in a range of activities requiring the use of written and numeric skills, clerical skills, written and verbal communication, equipment skills (e.g. keyboard) and other work skills appropriate to the discipline. These skills should be readily transferable between organisations.

Entry to this level is either by commencement of a traineeship or through selection based on standardised vocational testing.

#### **Administrative Officer Level 2**

##### Work Level Description (AO2)

Work at this level usually encompasses a range or combination of administrative activities and operations that require the application of skills and experience in administrative/clerical work and a general knowledge of the work to be performed.

The work will involve achieving clearly defined and established outcomes and/or basic problem solving within guidelines and contributing knowledge or skills or information specific to the work of the agency.

##### Characteristics of the Work

Work is usually performed under close supervision and may involve undertaking a range of duties requiring judgement, liaison and communication within an agency and with other interested parties.

The solution of problems may require the exercising of basic judgement, although knowledge required to perform work is usually related to precedents, guidelines, procedures, regulations and instructions and from senior staff. It may require some knowledge and application of specific procedures, instructions, regulations or other requirements relating to general administration and activities.

Work at this level does not include supervisory responsibilities although more experienced staff may assist new staff by providing guidance and advice.

##### Duties and Skills

Knowledge required to perform work is usually related to guidelines, instructions and procedures relevant to the function of the level.



Familiarity with the functions of related work areas and of relationships between organisational elements may be required.

At this level, basic resolution of problems by reference to established procedures may be required.

Work at this level may involve an employee in a range of activities requiring the use of written and numeric skills, clerical skills, written and verbal communication, equipment skills (e.g. keyboard) and other work skills appropriate to the discipline. These skills should be readily transferable between organisations.

The minimum skills required for entry to this level are as defined in the traineeship curriculum or through standardised vocational testing.

### **Administrative Officer Level 3**

#### Work Level Description (AO3)

Work at this level usually requires relevant experience combined with a broad knowledge of the agency's functions and activities and a sound knowledge of the major activity performed within the work area. The work may include preparing preliminary reports, papers and correspondence which usually relate to a specific organisational function or discipline, providing or interpreting information for clients or other interested parties and general administrative support to senior officers.

Supervisory responsibilities may involve some complex operational work and may involve assisting with, or reviewing the work undertaken by, subordinates or team members.

Scope exists for exercising initiative in the application of established work practices and procedures although this level may require expertise to resolve issues within a day-to-day environment for which there may not be clearly established procedures.

Effective judgement and work organisation skills are required which have been acquired through previous experience, demonstrated capacity or post secondary education or partial completion of same.

#### Characteristics of the Work

Work is usually performed under general direction and may involve preparing papers, briefing notes, correspondence or other written material.

Decisions made or delegations exercised at this level may have an impact on the relevant agency's operations, but are normally of limited procedural or administrative importance.

Work at this level may include responsibility for training, involvement in working with staff to develop work performance, planning and co-ordinating tasks and workflow.

#### Duties and Skills

Work at this level requires a sound knowledge of the activities usually performed within the work area and their impact upon the activities of other organisations.

Supervisory responsibilities include on-the-job training and staff assessment and performance counselling in relation to the work area. This level usually requires the application of personnel-related functions such as orientation of staff, staff attendance and recommendation of leave arrangements, written and verbal communication, interpretation and liaison skills to solve basic problems together with interpersonal skills to deal with non-routine matters and analytical abilities appropriate to the work area.

### **Administrative Officer Level 4**

#### Work Level Description (AO4)

Work at this level is usually performed in relation to established priorities, task methodology and work practices to achieve results in line with the corporate goals of the agency.

The work may include preparing papers and reports, drafting complex correspondence for senior officers, undertaking activities of a specialist or detailed nature, assisting in the preparation of procedural guidelines, providing, interpreting and analysing information for clients or other interested parties, exercising specific process responsibilities, and overseeing and co-ordinating the work of subordinate staff.

Work at this level includes supervision of a work group small work area or office within the total organisational structure and coordination of a range of agency functions.

## Characteristics of the Work

Work is performed under general direction as to work priorities and may be of a technical or professional, project, procedural or processing nature, or a combination of these.

Direction exercised over work performed at this level may be less direct than at lower levels and is usually related to task methodologies and work practices. Staff would be expected to set priorities and to monitor workflow in the area of responsibility.

The work at this level requires the application of knowledge usually gained through previous experience in the discipline or from post secondary or tertiary study. The work may require the co-ordination of a range of agency functions and the exercising of judgement and/or delegated authority in areas where precedents or procedures are not clearly defined.

Independent action may be exercised at this level, particularly in Local Office situations, for example, developing local procedures, management strategies and guidelines.

Any decisions taken or delegations exercised would be limited by the application of rules, regulations, guidelines or procedures.

The extent of supervisory responsibility would depend on the operational work of the area and factors such as work priorities, complexity of the work and the number of subordinate staff.

## Duties and Skills

Work performed at this level will require the ability to supervise staff, set priorities, monitor work flow and develop local strategies or work practices.

This may include responsibility for the development of appropriate training programmes related to group development, application of equal employment opportunity, industrial relations principles and an awareness of occupational health and safety guidelines and principles. Staff assessment and counselling may involve providing advice in relation to personal and career development relating to work requirements.

Liaison and communication skills and the capacity to negotiate may be required, particularly for activities involving liaison or communication with clients or other interested groups.

Work at this level requires general knowledge of the agency's operations, combined with a specialist knowledge of major activities within the work area.

In program, activity or service delivery areas staff should have the knowledge to interpret and apply standard policies, specific procedures and regulations or other guideline material to specific situations. They should be able to disseminate information about an agency's operations particularly in relation to policy aspects or program, activity or service delivery to clients.

Work at this level may require the ability to investigate, interpret or evaluate information where legislation, regulations, instructions or procedural guidelines do not give adequate or specific answers.

## **Administrative Officer Level 5**

### Work Level Description (AO5)

Work at this level may include a variety of functions as follows:

- (a) managing the operations of a discrete organisational element, program or activity; or
- (b) the operations of an organisational element which is part of a larger office within the total organisational structure; or
- (c) under limited direction in relation to priorities and work practices, providing administrative support to a particular program, activity or administrative function and consultancy service to external organisations; or
- (d) providing subject matter expertise or policy advice across a range of programs or activities undertaken by the agency.

Work at this level may include the preparation of documentation for complex correspondence purposes and for decision by senior officers.

Responsibilities may include liaison and co-ordination within and across functions including agency representation and overseeing and co-ordinating the work of other staff assisting in this area.

Work at this level may include operation within a number of specialist or multi-disciplinary teams or independently.

### Characteristics of the Work

Work is usually performed under limited direction as to work priorities and the detailed conduct of the task.

Direction exercised over work performance at this level includes, depending on the functional role required, the provision of advice, guidance and/or direction in relation to a project, detailed processing, and other work practices.

Independent action may be exercised within constraints set by senior management.

Any decision taken or delegation exercised tends to be governed by the application of rules, regulations or agency operating instructions or procedures. While such decisions may impact on agency operations and resources, they are usually limited to the specific work area involved.

Managerial responsibilities would usually depend on the specific activities undertaken. Staff at this level would be expected to set and achieve priorities, monitor work flow and/or manage staffing resources to meet objectives.

### Duties and Skills

Work at this level requires a knowledge of agency operations and the ability to interpret legislation, regulations and other guideline material relating to the operations and functions of the work area.

Work at this level may require:

- the ability to investigate, analyse, interpret or evaluate information for the guidance of staff or clients, or undertake research in relation to technical matters.
- well developed liaison and communication skills and the ability to negotiate with clients or other interested parties, within parameters decided by senior management.
- significant managerial ability, including the ability to supervise staff, set priorities, monitor work flow, develop local strategies, procedures and work practices, and allocate resources.

This includes demonstrated personnel management skills, the ability to apply equal employment opportunity principles and procedures and industrial relations principles and occupational health and safety guidelines. Responsibility for the identification of training needs and the development of appropriate training programmes for the work unit may be undertaken at this level.

### **Administrative Officer Level 6**

#### Work Level Description (AO6)

Work at this level may involve providing advice including policy, administrative, or specialist; undertaking work related to the management or administration of a program or activity; service delivery or corporate support functions, including project work and work policy development; preparation or co-ordination of research papers, submissions on policy, technical, professional or program issues, or administrative matters.

Liaison with other elements of the organisation, other Government Agencies, local authorities or community organisations is usually a feature.

Work also includes the preparation, or overseeing the preparation, of correspondence and replies to Parliamentary Questions, Ministerial representations and other briefing material; and representing the agency at meetings, conferences or seminars. Management of diverse occupational groups may be required of this level.

### Characteristics of the Work

Work is undertaken at this level with limited direction as to work priorities and the detailed conduct of the task. The tasks undertaken may be of a complex or specific nature encompassing a major area of agency operations.

Direction exercised over work performed at this level may, depending on the function and role required, be by way of providing general guidance and advice.

Work at this level may involve control and/or co-ordination of projects or programs within an agency in accordance with corporate goals, and requires the development, implementation and evaluation of agency activities.

Work at this level may involve independence of action including the use and allocation of resources within the constraints laid down by senior management.

Decisions taken or delegations exercised at this level may have major impact on the day-to-day operations of the work area. The impact of such decisions on agency operations is likely to be limited to a specific work area or function. Delegations exercised may, depending on the nature of the work required, involve making determinations, instigating another course of action, or reviewing previous decisions.

Managerial responsibilities may be an important function of the work at this level, but this can vary widely depending on factors such as work area, location, priorities, work load, operational deadlines and the availability of staff resources to assist.

Guidelines, rules, instructions or procedures for use by other staff and interested parties may be developed at this level.

### Duties and Skills

Management skills and abilities necessary to undertake the allocation and monitoring of resources, the review of operations to determine their effectiveness and contribute to the development of policy initiatives or corporate strategies are usually required at this level. A knowledge of financial program management techniques related to the activity or corporate goal of the work area is usually required at this level, together with demonstrated personnel management skills and the ability to apply equal employment procedures and implement training and staff development.

Well developed liaison and communication skills and the ability to negotiate or communicate, under limited direction, on behalf of the agency with clients or other interested parties may be needed.

Work at this level requires a knowledge and awareness of agency operations, as related to Government initiatives or policies.

The ability to apply or interpret legislation, regulations, instructions or other guideline material relating to the operations, policies or functions of the work area; and the capacity to undertake high level research, reviews or investigations including the preparation of reports and associated papers may also be required.

### **Administrative Officer Level 7**

#### Work Level Description (AO7)

Work at this level may involve control of an organisational element involved in the administration or co-ordination of a specific program, activity or corporate support function at either the Section or Branch Head level, to achieve a result in line with the corporate goals of the agency.

The work may include developing policy and/or providing policy, financial, specific subject matter or administrative advice, including specialist advice or undertaking high level project work; developing, implementing and reviewing policy instructions and administrative or specialist procedures for the guidance of functional elements of the agency; initiating and formulating recommendations for agency programs; processing representations to the Minister, preparing replies to Parliamentary Questions, preparing Briefing Notes for senior level Managers, assisting in the preparation of Cabinet Submissions and correspondence; liaising with other Government bodies and community organisations including the preparation of public information on programs, activities or services; and representing the agency at meetings, conferences or seminars.

Work undertaken at this level may also be required to deal with a complex and diverse operating environment.

#### Characteristics of the Work

Work is undertaken at this level with broad direction usually from a senior level Manager or comparable officer in relation to priorities and the detailed conduct of the task. The activities undertaken would be of a complex or specific nature encompassing a significant element of total agency operations.

Work at this level may involve, depending on the functional role, significant independence of action including the use or allocation of resources within the constraints or guidelines laid down by senior management.

Decisions taken at this level may, depending on the degree of autonomy of function and the degree of delegated authority, have significant impact on the day-to-day operations of a specific work area and may also have significant effects elsewhere within the agency.

Management responsibilities are usually a significant function at this level. The percentage of the total work taken up in management functions and the character of the direction given to subordinates would depend on the nature of the work area, location, workload factors, priorities and staff resources allocated.

The development of guidelines, rules, regulations, procedures or instructions for either staff or other interested parties may be co-ordinated at this level.

### Duties and Skills

Management skills and the abilities necessary to monitor resource allocations, evaluate program effectiveness, manage staff and resources, formulate policy initiatives and develop corporate strategy proposals are usually required at this level. A knowledge of financial program management practices appropriate to the program or activity or corporate goal of the organisational element in which a position is located, are usually required at this level.

Work at this level requires the application of a high level of discipline, knowledge, a detailed knowledge of both Government policies and procedures and an appreciation of their application in relation to agency operations. Staff at this level would be expected to have the ability to undertake personnel management functions and to plan, develop and implement programmes associated with equal employment opportunity, occupational health and safety, and staff development and counselling within the functional area of responsibility.

Work may require the ability to interpret and provide advice on legislation, regulations, instructions or other guideline material relating to the policies, operations or functions of the work area; and the capacity to undertake specific or major research, investigations or reviews and prepare associated papers or reports.

Liaison and communication skills of a high order, including the capacity and ability to negotiate or communicate on behalf of the agency with clients or other interested groups, perhaps to finality, may be needed.

### **Administrative Officer Level 8**

#### Work Level Description (AO8)

Work at this level may involve responsibility for a major program or programs at statewide level and of critical importance to the agency, operating within broad policy guidelines, or be responsible for a service-wide function.

High levels of discipline, expertise and experience are required combining elements of planning, organising, directing and evaluating.

This level will require a capacity for original thinking, creativity, the exercise of significant levels of independent judgement, and the exercise of delegated authority as required.

The work may include providing specialist consultancy advice within or across Agencies, developing policy and interpreting, reviewing and implementing policy instructions, setting objectives in the work area, processing representations to the Minister, overseeing responses to Parliamentary Questions, preparation of reports to Government, preparing ministerial briefing notes and correspondence, liaising with other Government bodies and community organisations, including the provision of public information on programs, activities or services; and representing the agency at meetings, conferences or seminars.

#### Characteristics of the Work

Work is undertaken at this level, usually under the broad direction of a Senior Executive, with significant levels of independent judgement in keeping with the complex nature of work undertaken and the allocation of resources within the constraints or guidelines laid down by senior executives. Delegations exercised at this level may, depending on the functional role, involve being the final authority in the process of approving the expenditure of funds, undertaking specific action in line with the policy of the agency, or reviewing any previous action or decisions in the work area.

Management responsibilities are usually a significant function at this level, with management of a number of projects of significant within and outside the agency being involved.

The development of guidelines, rules, regulations, procedures or instructions for staff or other interested parties may be instigated at this level.

Work at this level may include analysis of organisational design and the formulation of strategic plans for staff and organisational development.

#### Duties and Skills

Management skills and the abilities necessary to determine resource allocations, manage staff and resources, formulate policy initiatives and develop corporate strategies are usually required at this level. A knowledge of financial program management practices and the evaluation of the results of program activities against stated objectives are normally required at this level.

Work at this level requires the application of a high level of discipline and knowledge including detailed knowledge of both Government policies and procedures and their application in relation to agency operations. Staff at this level with managerial responsibilities would be required to oversee the implementation of personnel management functions and to plan, develop and implement programmes associated with equal employment opportunity, occupational health and safety, and formulate policies and plans for staff and organisational development.

Liaison and communication skills to enable the effective resolution of complex organisational issues, including the capacity and ability to negotiate or communicate on behalf of the agency with clients or other interested groups, often to finality, may be required.

## **GENERIC LEVEL STATEMENT - PROFESSIONAL STREAM**

### **Professional Officer Level 1**

#### Work Level Description (PO1)

Work at this level is restricted to those employees who have met the minimum entry requirements under the relevant legislation e.g. PSME Act plus the education requirements for acceptance into an appropriate tertiary institution.

Appointment to this level is solely for the purpose of fulfilling prerequisite education and/or training prior to appointment to the substantive grade (UG-1 - Degree) in the Professional stream.

A requirement at this level is the successful completion of the educational or training requirements of the particular professional group.

Appointees to this level may be enrolled as a full-time or part-time student, and if part-time, may be required to do work associated with the relevant profession, but at a level and under a degree of supervision appropriate to the skills held. This may include some work normally which would be carried out by Level 2 (i.e. Practising) Professional, provided such work is verified or validated by a qualified and experienced professional employee.

#### Characteristics of the Work

Work within this Level is performed under close supervision following standard routines, methods and procedures with little scope for deviation, or the exercise of initiative or judgement.

The routines, methods and procedures to be followed are at a level consistent with skills acquired. Initially direct guidance is given when problems arise.

Skills and knowledge will be acquired and demonstrated on a progressive basis consistent with the formal and informal training undertaken.

Positions at this level have no supervisory responsibility, although more experienced staff may be expected to assist new Staff by providing basic advice and guidance.

#### Duties and Skills

This level recognises that duties and skills will increase in complexity as the employee moves through the education and training phase.

Employees at this level usually perform repetitive tasks that are fully prescribed and are usually performed in response to standardised instructions or requests.

Employees at this level may undertake a combination of routine clerical, analysis, preparatory and operative duties requiring the application of basic skills and routines.

### **Professional Officer Level 2**

#### Work Level Description (PO2)

Positions at this level consist of employees with a minimum of a UG1 (Degree) qualification or agreed equivalent and who are identified as belonging to the generic groupings listed in the definition statement.

Mandatory qualifications exist for entry to this level with an expectation of the application of professional knowledge gained through formal studies.

Positions at this level involve the delivery of basic professional services that are in support of agency objectives.

#### Characteristics of the Work

Work is initially performed under close supervision by a more experienced professional; however, this supervision is expected to reduce as experience increases. Guidance is always close at hand.

The solution of problems may require the exercise of professional judgement through the selection and application of procedures, methods and standards, however guidance from senior staff is readily available.

Employees at this level may operate individually or as a member of a project team within a work group.

Positions at this level generally have no supervisory responsibilities although more experienced employees may assist new employees by providing guidance and advice.

Possession of the mandatory tertiary qualification and experience is required for positions within this level.

Additionally, knowledge of basic practices and procedures relevant to the discipline is required. Professional judgement may be exercised within prescribed areas, however the provision of results is subject to verification and validation.

#### Duties and Skills

Positions at this level may involve an employee in a range of activities including the analysis and interpretation of findings as they relate to the elements of the work. They could also include the preparation of reports incorporating recommendations on basic operations.

Employees at this level perform non-repetitive tasks, governed by established procedures, specific guidelines and standardised instructions.

Employees who have obtained professional knowledge as indicated by successful completion of the appropriate 3 year undergraduate degree or diploma and be able to apply theoretical aspects of the relevant discipline to basic problems or minor phases of broader assignments.

### **Professional Officer Level 3**

#### Work Level Description (PO3)

This level usually requires professional expertise in one or more areas of a discipline. Detailed knowledge of standard professional tasks is required with scope existing for exercising initiative in the application of established work practices and procedures.

At this level some supervisory responsibility of subordinate staff may be required. The degree of supervision is variable depending on the assignment or project.

Employees will be required to progressively obtain greater specialised knowledge through postgraduate qualifications or postgraduate developmental experience through attendance at specialist seminars and achieve higher level of outcomes under reducing professional direction.

#### Characteristics of the Work

Work is usually performed under general guidance with the general quality of output monitored by superiors. However, the technical content of the work is not normally subject to direct supervision. Guidance may be given in reviewing work programmes or on unusual features of an assignment.

Employees are expected to exercise initiative in the application of professional practices either as a member (in some situations as leader) or a specialist professional in multi-disciplinary teams or independently and may deputise for the professional head of a small work unit.

Employees at this level may have supervisory responsibilities for technical staff, if required, together with responsibilities for training and development of subordinate professional staff within the discipline.

#### Duties and Skills

Work at this level requires the undertaking of more complex activities and the selection and application based on professional judgement of new and existing techniques and methodologies.

Employees may carry out research under professional supervision and may be expected to contribute to the advances of the techniques used.

Supervisory responsibilities include on-the-job training, staff assessment and performance counselling in relation to subordinates within the discipline or para professionals, as well as authority for the verification and validation of work results of supervised staff.

Duties also include the responsibility for varied professional assignments, requiring knowledge of either a broad or specialised field. Problems would be addressed by the use of combinations of standard procedures and/or modifications of standard procedures.

## **Professional Officer Level 4**

### Work Level Description (PO4)

Work at this level usually requires the exercise of professional independence combined with competence derived from extensive experience and/or additional study.

High levels of initiative are required to be exhibited in accomplishing objectives and undertaking complex projects, which may be either on an individual basis as a recognised specialist, a professional practitioner with responsibilities for complex duties or as a senior specialist or leader in a multi-disciplinary team and may deputise for a professional head of a work unit.

The management of work groups may be a function of this level.

### Characteristics of the Work

Work is performed with limited or no professional supervision. Professional guidance from superiors is only received for those aspects of work, which involve new or sophisticated techniques or relate to areas outside the normal span of activity.

Any standard professional task within the discipline, (including problem definition, planning, execution, analysis and reporting) is expected to be performed by an officer of this level.

Work at this level requires the development and provision of professional advice and consultancy services to other Agencies, industry representatives and the public. The level of information provided and recommendations made influence the decisions of others, including superiors and peers, especially in the monitoring, development and delivery of programs.

The general quality of advice given is monitored by superiors and is subject to professional standards.

The application of knowledge obtained through postgraduate specialist qualifications or extensive recognised expertise is required for appointment to this level.

Professional specialists at this level would undertake work with significant scope and/or complexity and/or undertake professional duties of an innovative, novel and/or critical nature without professional direction.

### Duties and Skills

The duties undertaken at this level are of a complex and varied nature. They require detailed knowledge of the Agency's operations combined with a specialist or very high level of practitioner knowledge of major activities in the work unit.

Managerial responsibility may cover a small number of professional and related technical staff, and includes training of subordinate staff, co-ordination of workflow processes, responsibility for quality of output of the work unit, performance assessment and review, staff counselling, career planning and development, application of equal employment opportunity principles as well as implementing occupational health and safety guidelines and principles.

Work at this level requires the ability to interpret legislation, regulations and other guideline material relating to the operations and functions of the work area.

## **Professional Officer Level 5**

### Work Level Description (PO5)

Appointees to this level are recognised as authorities within a particular specialised field of expertise or they may have extensive knowledge within the professional discipline and broad experience spanning more than one professional discipline.

Positions at this level may have professional responsibility for a large work group.

### Characteristics of the Work

Work at this level may involve the exercise of substantial professional judgement based on knowledge of national initiatives and involvement in the development/application of discipline principles and new technology and/or knowledge of critical work which can involve a number of personnel from the disciplines or a variety of disciplines.

Work is usually performed without professional direction with a discretion permitted within the boundaries of broad guidelines to achieve organisational goals.

This level requires that appointees be recognised by their peers as expert professionals in their field either as practitioners or as professional specialists. This recognition is acknowledged by higher qualifications or by publications in referred scientific journals.



The development and application of discipline principles and new technology may be a feature of this level, requiring the exercise of substantial professional judgement.

Management, initiation and formulation of research programs, major project or management of a scientific service or enterprise involving both a service and research work are features of this level.

Management of large work units, including prioritising work, training of staff, monitoring of work flow and setting of local strategic plans is often a feature of this level. Assessment and review of the standard of work of subordinate professional staff may also be required.

Positions within this level will generally have a very high profile within the discipline and will operate within broad guidelines to achieve specific objectives with professional independence.

#### Duties and Skills

Work at this level requires a detailed knowledge of both governmental policies and procedures and an appreciation of their application in relation to agency operations. The ability to interpret and provide advice on legislation, regulations and other guideline material relating to the operations and functions of the work area is required.

Duties may span a range of activities in a complex, specialised environment and may include contributing to the formulation of corporate policy and the implementation of policy directives.

The provision of expert advice on a consultancy basis to outside bodies, Agencies and the public as well as participation on inter-agency committees to develop policy, planning and other initiatives is required.

Significant managerial skills and the abilities necessary to monitor resource allocations, evaluate professional, technical and economic impacts of programs, formulate policy and corporate strategy proposals are a requirement of positions within this level.

The management of very complex projects involving a number of personnel from either the discipline or a variety of professional disciplines may be required.

#### **Professional Officer Level 6**

##### Work Level Description (PO6)

Work at this level is usually under the broad direction of a senior executive and includes a requirement for high levels of expertise and experience to determine professional objectives and priorities within the frameworks of an agency's corporate goals and in the absence of general professional guidance.

Appointees to this level are recognised as national or international authorities within their discipline and have generally made a significant contribution to the development of professional understanding on a national or international basis.

High levels of expertise and experience are required with a comprehensive knowledge of a recognised professional discipline.

This level may require the management of programs of critical importance to the State, to satisfy the Government's objectives or the agency's corporate goals.

##### Characteristics of the Level

Work is undertaken in a highly complex or specialised field to establish and/or modify standards, guidelines, concepts, theories, techniques or principles, both by adapting precedents and by making significant departures from traditional approaches.

In the absence of other evidence higher qualifications or national/international professional recognition of expertise is considered essential to undertake duties at this level.

The provision of expert specialist consultancy skills with critical impacts to the industry, to the State and at times the Nation must be combined with the exercise of total professional independence.

#### Duties and Skills

The lack of precedent is a significant feature of the majority of duties and actions undertaken.

Development and overseeing the implementation of new and high level programs and major investigations is a significant feature of this level, as is an emphasis on strategic management.

#### **GENERIC LEVEL STATEMENT - TECHNICAL STREAM**

## **Technical Officer Level 1**

### Work Level Description (TO1)

Work at this level is restricted to those employees who have met the minimum entry requirements under the relevant legislation e.g. Public Service Act 1996 plus the education requirements for acceptance into the appropriate tertiary institution.

Appointment to this level is solely for the purpose of fulfilling prerequisite education and/or training prior to appointment to the substantive grade in the Technical stream.

A requirement of this level is the successful completion of the educational or training requirements of the particular technical group.

Appointees to this level may be enrolled as a full-time or part-time student, and if part-time, may be required to do work associated with the relevant occupation, but at a level and under a degree of supervision appropriate to the skills held. This may include some work which normally would be carried out by Level 2 (i.e. Practising) Technical Officer, provided such work is verified or validated by a qualified and experienced technical employee.

### Characteristics of the Work

Work within this Level is performed under close supervision following standard routines, methods and procedures with little scope for deviation, or the exercise of initiative or judgement.

The routines, methods and procedures to be followed are at a level consistent with skills acquired. Initially direct guidance is given when problems arise.

Skills and knowledge will be acquired and demonstrated on a progressive basis consistent with the formal and informal training undertaken.

Positions at this level have no supervisory responsibility, although more experienced staff may be expected to assist new staff by providing basic advice and guidance.

### Duties and Skills

This level recognises that duties and skills will increase in complexity as the employee moves through the education and training phase.

Employees at this level usually perform repetitive tasks that are fully prescribed and are usually performed in response to standardised instructions or requests.

Employees at this level may undertake a combination of routine clerical, analysis, preparatory and operative duties requiring the application of basic skills and routines.

## **Technical Officer Level 2**

### Work Level Description (TO2)

Positions at this level consist of employees with a minimum of a UG2/UG3 tertiary qualification or agreed equivalent and who are identified as belonging to the generic groupings listed in the definition statement.

Positions at this level involve the delivery of basic technical services which are in support of agency objectives.

### Characteristics of the Work

Work is initially performed under close supervision by a more experienced professional or technical officer; however, this supervision is expected to reduce as experience increases. Guidance is always close at hand and work outcomes are closely monitored.

The solution of problems may require the exercise of basic technical judgement through the application of standard procedures, methods and standards, however guidance from senior staff is readily available.

Employees at this level may operate individually under close supervision or as a member of a project team within a work group.

Positions at this level generally have no supervisory responsibilities although more experienced staff may assist new staff by providing guidance and advice.

Knowledge of basic practices and procedures relevant to the discipline is required with the possibility of specialisation in work application.

#### Duties and Skills

Positions at this level may involve an employee in a range of activities including the analysis of findings as they relate to the elements of the work. They could also include the preparation of reports incorporating recommendations on basic technical investigations, tests or measurements.

Employees at this level perform non-repetitive tasks, governed by established procedures, specific guidelines and standardised instructions. Work is generally undertaken under technical guidance of senior staff.

Skills are generally transferable within particular disciplines.

Employees shall be required to have technical knowledge as indicated by successful completion of the appropriate UG/2 or UG/3 tertiary qualification and able to apply theoretical aspects of the relevant discipline to basic problems or minor phases of broader assignments.

### **Technical Officer Level 3**

#### Work Level Description (TO3)

Work at this level requires detailed technical knowledge and experience with demonstrated high levels of accuracy and precision. An understanding of the agency's functions, coupled with detailed knowledge of the Units' operations, practices and procedures is necessary for competent performance.

An employee may be required to undertake a range of moderately complex tasks and functions or specialisation in a particular discipline may be a feature of work at this level.

#### Characteristics of the Work

Work at this level is undertaken autonomously with limited guidance. Guidance is available for complex or unusual problems, research or moderately complex experimental work. However, the contribution of experience to resolve issues on a day to day basis for which there may be no established procedure is a requirement of this level.

Supervision of small work groups and responsibility for quality of output by the group may be a feature of this level.

#### Duties and Skills

The determination, conduct and evaluation of standard technical practices and procedures are required at this level. Significant technical responsibility exists for the application of new techniques to moderately complex problems and may be combined with limited specialist research.

Supervisory responsibilities would be limited and would include on-the-job training, staff assessment and performance counselling in relation to subordinates within the discipline.

### **Technical Officer Level 4**

#### Work Level Description (TO4)

Appointment to this level requires proven technical expertise and competence with demonstrated proficiency in applying established technical disciplines over several years either on an individual basis or as a member of a multi-disciplinary unit as either a technical practitioner or a technical specialist.

High levels of initiative in accomplishing technical objectives, which may be either on an individual basis as a recognised technical specialist or as a senior technical specialist in a multi-disciplinary unit, are required.

#### Characteristics of the Work

Work is performed either independently, with limited guidance from superiors only received for those aspects of work which involve new or sophisticated techniques or relate to areas outside the position's normal span of activity, or as a member of a specialist or multi-disciplinary team.

Specialist technical consultancy either in the particular area of expertise or in a specialist area of expertise is required as is a high level of technical assistance to the work group.

The general quality of advice given is monitored by superiors and is subject to professional standards.

Management of work groups may be a feature of this level.

#### Duties and Skills

Managerial responsibility includes training of subordinate staff, co-ordination of workflow processes, responsibility for quality of output of the work unit, performance assessment and review, staff counselling, career planning and development, application of equal employment opportunity principles as well as implementing occupational health and safety guidelines and principles.

Work at this level requires the ability to interpret legislation, regulations and other guideline material relating to the operations and functions of the work area.

The investigation of a range of operating and design issues is a key duty of this level.

### **Technical Officer Level 5**

#### Work Level Description (TO5)

This level requires a high level of knowledge of complex though conventional methods and techniques of a particular discipline resulting from many years' experience and/or advanced technical training.

High levels of autonomy and initiative are required to be exhibited in accomplishing objectives and undertaking complex research projects, which may be either on an individual basis as a recognised technical specialist or as a senior technical specialist in a multi-disciplinary team. Employees would be expected to work with only broad guidelines in accomplishing objectives and undertaking complex projects.

The management of large technical work units, which may be located across several work sites or involved in several programs, may be a function of this level.

#### Characteristics of the Work

Higher qualifications or further study or research experience is usually a characteristic of this level.

Management of large technical work units, including prioritising work, training of staff, monitoring of work flow and setting of local strategic plans is often a feature of this level. Assessment and review of the standard of work of subordinate technical staff may also be required.

Work at this level requires the development and provision of specialist technical advice and consultancy services to other Agencies, industry representatives and the public. The level of information provided and recommendations made influence the decisions of others, including superiors and peers, especially in the monitoring, development and delivery of programs.

#### Duties and Skills

The duties undertaken at this level are of a complex and varied nature. They require detailed knowledge of the agency's operations combined with a specialist knowledge of major activities within the work unit.

Key duties and skills include the development of innovative methodologies, the application of proven techniques to specialised technical services and the undertaking of significant projects requiring the use of analytical skills.

The development and implementation of research studies, the preparation of reports and the formulation of recommendations and strategic plans in relation to the operation of the unit are key duties at this level.

### **Technical Officer Level 6**

#### Work Level Description (TO6)

Appointees at this level are recognised as authorities within a particular specialised technical field of expertise. This expertise is exhibited through extensive knowledge and experience within the area of specialisation possibly gained through either research or further qualifications.

Positions at this level may have managerial responsibility for major work units.

High levels of initiative are required to be exhibited in accomplishing objectives and undertaking complex projects, which may be either on an individual basis as a recognised technical specialist or as a senior technical specialist in a multi-disciplinary team.

#### Characteristics of the Work

Work is usually performed without technical direction with a degree of individual discretion permitted within broad guidelines to achieve organisational goals.

The development and application of discipline principles and new technology may be a feature of this level, requiring the exercise of substantial technical judgement.

Positions within this level will generally have a very high profile within the discipline and will operate within broad guidelines to achieve specific objectives with technical independence.

#### Duties and Skills

Work at this level requires a detailed knowledge of both governmental policies and procedures and an appreciation of their application in relation to agency operations. The ability to interpret and provide advice on legislation, regulations and other guideline material relating to the operations and functions of the work area is required.

Duties may span a range of activities in a complex, specialised environment and may include contributing to the formulation of corporate policy and the implementation of policy directives.

The development of appropriate techniques in providing specialised technical services and the formulation of complex programs within the framework of objectives and priorities of major work units are key duties of this level.

The provision of expert advice on a consultancy basis to outside bodies, Agencies and the public as well as participation on inter-agency committees to develop policy, planning and other initiatives is required.

Significant managerial skills and the abilities necessary to monitor resource allocations, evaluate program effectiveness, formulate policy and corporate strategy proposals are a requirement of positions within this level.

### **GENERIC LEVEL STATEMENT - OPERATIONAL STREAM**

#### **Operational Officer Level One**

##### Work Level Description (OO1)

Training, both on and off the job, is a dominant feature of this level.

##### Characteristics of the Level

Work at this level is performed under close supervision and direction following standard routines, methods and procedures with little scope for deviation or the exercise of initiative or judgement in the selection of appropriate means to complete the work assignment. Limited responsibility exists for the final outcome.

The routines, methods and procedures to be followed are at a level consistent with skills acquired. Direct guidance is given when problems arise.

Positions at this level have no supervisory responsibility.

##### Duties and Skills

Employees at this level usually perform repetitive tasks that are fully prescribed and are usually performed in response to standardised instructions or requests. There is only limited scope for interpretation.

#### **Operational Officer Level 2**

##### Work Level Characteristics (OO2)

Positions at this level involve the delivery of operational services whose work routines, methods, and procedures are clearly established and there is limited scope for deviation.

Training, both on and off the job, is often a dominant feature of this level.

##### Characteristics of the Level

Work may initially be performed under close supervision by a more experienced officer; however, this supervision is expected to reduce as experience increases. Employees at this level may operate individually or as a member of a project team within a work group.

Limited discretion is available for the selection of the appropriate means of completing duties or tasks. Guidance is always available and work outcomes may be closely monitored.

Positions at this level may have limited supervisory responsibilities with more experienced staff assisting new staff by providing guidance and advice.

#### Duties and Skills

Positions at this level may involve an employee in a range of activities including the performance of non-repetitive tasks governed by established procedures, specific guidelines and standardised instructions.

Duties may include field support or regulatory inspection activities and data collection and recording.

Appointees to this level undertake a range of functions requiring the practical application of acquired skills and knowledge.

Technical skills not requiring trade or equivalent qualifications are required in order to safely and effectively operate basic machinery to perform routine and standard functions, and organise duties across a working day to meet regular work load requirements.

### **Operational Officer Level 3**

#### Work Level Description (OO3)

Appointment to this level requires proven expertise in the particular discipline with demonstrated proficiency in applying established techniques.

An understanding of the agency's functions coupled with detailed knowledge of the work units' operations, practices and procedures is necessary for competent performance.

#### Characteristics of the Level

Employees at this level work under general direction and undertake a range of functions which may require the application of trade based skills and experience or the practical application of a high level of skills.

Employees at this level may operate individually or as a member of a project team within a work group.

Supervision of subordinate employees within a small discrete work group or function may be a feature of this level.

Assistance is usually available if required when problems occur, although problems are usually resolvable by reference to procedures, documented methods and instructions.

Whilst there is some scope for the exercising of initiative in the application of established work practices and procedures, problems can generally be solved by reference to documented methods and instructions.

#### Duties and Skills

Work at this level requires a sound knowledge of the agency's functions and the requirements of the discipline.

A sound knowledge of the operating procedures is required.

Supervisory responsibilities may include co-ordination of work-flow processes, training of subordinate staff, responsibility of quality of output of the workgroup, staff assessment and performance counselling in relation to subordinates.

Knowledge and compliance with regulations, codes and specifications may be required.

Duties at this level may include application of trade based skills or equivalent involving field work, design/modification of equipment, research projects, support services and the collating and analysis of specimens or data.

### **Operational Officer Level 4**

#### Work Level Description (OO4)

Work at this level requires specialised knowledge within the discipline.

Work is undertaken under limited direction as to work priorities and the detailed conduct of the task.

Employees may be responsible for larger work groups or functions, field groups or district operations.

High levels of initiative in accomplishing objectives may be required to be exercised either on an individual basis or in a multi-disciplinary unit.

#### Characteristics of the Level

Work is performed either independently with guidance from superiors only received for those aspects of work which involve new or sophisticated techniques or relate to areas outside the positions normal span of activity.

There is scope for the exercise of initiative in the application of established work practices and procedures.

#### Duties and Skills

Duties include the supervision of a work group or function, field group or regional operation, with responsibility for the standard of workmanship, completion of work assignments and allocation of resources.

Interpretation of guideline material and documented precedents and the application of judgment may be required in the determining solutions to problems.

### **Operational Officer Level 5**

#### Work Level Description (OO5)

Work at this level requires specialised knowledge of complex though conventional methods and techniques.

High levels of autonomy and initiative may be required to be exhibited in accomplishing objectives and undertaking projects.

Management of large work groups may be a factor.

#### Characteristics of the Level

Employees at this level are subject to limited direction and may exercise managerial responsibility for a large and complex work program.

Usually only broad guidance and advice is provided as to operational requirements and deadlines to achieve end results in line with operating goals.

#### Duties and Skills

Duties may involve detailed planning, directing, co-ordinating or financial control within budget, material and workforce limitations established by management and the implementation of overall agency policies.

Managerial responsibility includes training of subordinate staff, co-ordination of workflow processes, responsibility for quality of output of the work unit, performance assessment and review, staff counselling, career planning and development, application of equal employment opportunity principles as well as implementing occupational health and safety guidelines and principles.

### **Operational Officers Levels 6 and 7**

#### Work Level Description (OO6 and OO7)

Work at this level requires specialised knowledge and may be undertaken autonomously.

These are managerial levels and may include responsibility for large and complex work groups.

#### Characteristics of the Level

Responsibilities at these levels will reflect the size and complexity of agency operations and will normally entail significant independence of action in the allocation of resources within constraints imposed by management.

Work is performed under limited direction with a significant degree of discretion permitted within the boundaries of broad guidelines to achieve organisational goals.

#### Duties and Skills

Duties at this level reflect the independent operation of the employee and may involve significant allocation of resources.

Management of work units may include prioritising work, training staff, monitoring of workflow and setting of local strategic plans. Assessment and review of the standard of work of subordinate staff is also a requirement of this level.

Work at this level requires a knowledge and awareness of agency operations as well as detailed knowledge of major activities of the work unit.

The requirement to interpret legislation, regulations and other guidance material relating to the operations and functions of the work area is necessary for adequate performance at this level.

## **Operational Officers Levels 8, 9 and 10**

### Work Level Description (OO8, OO9 and OO10)

This level corresponds to the management level within the Operational Stream and will include responsibility for large and complex work groups. An employee at this level will have the skills, expertise and training to manage resources required for the delivery of an individual service or composite service within an institution or sector of a Health Service District. Such a service may relate to catering, household, laundry, portage, stores and supplies, grounds maintenance, general or clinical support services.

Determination of a position at this level shall be subject to position evaluation according to accepted methodology.

### Duties and Responsibilities

An employee at this level will be able to:

- (a) Manage the provision of a support service, or group of support services and may include the delegated responsibility for a range of authorities and accountabilities as determined by policy:
- Management and monitoring of resources and finances;
  - Review of operations to determine efficiency and effectiveness of the service;
  - Implementation of quality control;
  - The management of staff;
  - Set work priorities and practices and manage work flows;
  - Develop and review procedures, strategies and policies consistent with corporate and Health Service District objectives;
  - Undertake staff recruitment;
  - Estimation of costs; and
  - Manage work systems.
- (b) Exercise a high degree of autonomy, initiative and judgement in the utilisation of resources under control and in day-to-day resolution of issues and problems, including:
- Co-ordination and allocation of resources;
  - Staff training and instruction;
  - Prioritising of work;
  - Safety measures and procedures;
  - Ensure occupational health and safety obligations are met and co-ordinate and monitor rehabilitation of staff;
  - Preparation of reports and statistics;
  - Assessment and review of the standard of work of subordinate staff.
- (c) Develop, implement and review strategic, business and operational plans, which will provide strategies for the achievement of service goals and objectives consistent with District and/or Corporate initiatives/directives.
- (d) Provide a high level of leadership to staff within the work group.
- (e) Exercise accountability and responsibility for the work production and outcomes of unit/s under control, and for the quality standards of work produced.

### Knowledge, Skills and Abilities

An employee at this level is expected to demonstrate a high degree of managerial and leadership skills and abilities required to manage a support service or group of support services within a public health facility or across a Health Service District.

An employee must have demonstrated personnel management skills, the ability to apply the principles and procedures relating to equal employment opportunity, employment relations and occupational health and safety.

An employee at this level will also have well developed liaison and communication skills and the ability to negotiate or communicate on behalf of the agency with clients or other interested parties

### Qualifications



It will be expected that the employee will have gained extensive experience in the delivery of health services support systems and acceptable qualifications or training in interpersonal and management skills, appropriate to the level of the position.

#### **SCHEDULE D SKILL BASED ALLOWANCES**

Canteen Employees' Award - Psychiatric Hospitals and Other Institutions - Department of Health

Carting Trade Award - Northern and Mackay Divisions

Allowance for -

- Motor vehicles drawing trailers (clause 8(1)(A))

Carting Trade Award - Southern Division

Allowance for -

- Motor vehicles drawing trailers (clause 8(2))

Clerks' Award - Public Hospitals - State

- Qualification Allowance (clause 5(3))
- Allowances (Administrative Assistants Grade 1) (clause 5 (6)(a)(b)(c)(d))

Cooks and Kitchenhands' Award - Brisbane Metropolitan Hospitals Boards and Psychiatric Hospitals and Other Institutions Under The Control of The Department of Health

Cooks and Kitchenmen - Mosman Hall Charters Towers and Eventide Home - Charters Towers - Industrial Agreement

Dental Assistants, Department of Health Award - State

Allowance for -

- Radiography certificate and certified assistants (clauses 7(1) and 7(2))

Dental Auxiliary Staff Award - Public Hospitals Board

Allowance for -

- Radiography certificate and certified assistants (clause 8(b)(iii) and 8(b)(iv))
- Service incremental payments (SIPS)
- Dental Technicians in charge of other technicians (clause 8(a)(iii))
- Deputy Technician in charge (clause 8(a)(iv))

Dental Auxiliary Staff Award - Public Hospitals Board - State

- Radiography Certificate Allowance (clause 8(b)(iii))
- Certified Assistants' Allowance (clause 8(b)(iv))
- Dental Technicians in charge of other Technicians Allowance (clause 8(a)(iii))
- Deputy Technician in charge Allowance (clause 8(a)(iv))

Home Help Community Service - Department of Health Award - State

- Personal Care Allowance (clause 21)

Pharmaceutical Employees Award - Public Hospitals Board - State

Psychiatric Hospitals Etc Employees' Award - State (Part B)

Allowance for -

- Gardener required to Supervise 6 or more employees (clause 7, Subclause 3)
- Supervisor General Hands, Wolston Park (clause 7, Subclause 3)
- General Hand Supervising more than 6 employees (clause 7, Subclause 3)
- General Hand Supervising less than 6 employees (clause 7, Subclause 3)
- Head Laundryman and Head Laundress at Baillie Henderson Hospital (clause 7, Subclause 16)
- Service incremental payments

Public Hospital Employees' Award - State

Allowance for -

- Foremen Wardsmen and Wardsmen when performing duties of Wardsmen Operating Theatre (Subclause (6)(1)(i)(iv))
- Post Mortem Assistant (Subclause (6)(1)(i)(xiv))
- Employees required to drive the North Brisbane Hospitals Board Patient Transporter (Bedford Vehicle) (Subclause (6)(1)(i)(xvi))
- Operating a Forklift (Subclause (6)(1)(k)(xviii))
- Service incremental payments (SIPS)

Public Service Award - State

Allowance for -

- Qualification (clause 7(3))
- Shorthand/typing/other keyboard duties (clause 9(1), 9(2), 9(3) and 9(4))
- Library Assistants qualification (clause 25(3))
- Tractor Allowance for Janitors and Groundsmen (clause 57(4))
- Service Incremental Payment (SIPS)

Radiographers Award - Public Hospitals - The Queensland Radium Institute and The Department of Health

Security Employees' Award - State Government

Allowances for -

- Supervisory and other patrol (clause 7(2))

## **SCHEDULE E CATEGORIES OF EMPLOYEES WORKING OTHER THAN THIRTY-EIGHT HOURS PER WEEK**

Classification Ordinary Hours and Hours Divisor

Employees of Pathology Departments and other hospital laboratories where the hours of duty of Scientists, Technicians, Scientific Assistants, and Cadets were determined at 36.25 hours per week under the Professional and Technical Employees' Award - Public Hospitals, Queensland and the Queensland Radium Institute or the Public Service Award - State

36.25 per week

## **SCHEDULE F CATEGORIES OF EMPLOYEES WHOSE HOURS HAVE INCREASED TO THIRTY-EIGHT HOURS PER WEEK**

Positions previously covered by the Clerks' Award - Public Hospitals - State

37.5 per week

Positions previously covered by the Dentists Award - Public Hospitals Boards - State	37.5 per week
Clerical and Administrative positions, Social Workers, Pharmacists, Psychologists, Occupational Therapists, Physiotherapist, Speech Therapists/Pathologists, Child Guidance Therapists, Dietitians/Nutritionists, Welfare Officers, Recreation Officers, Social Work Associates, Environmental Health Officers, Scientists, Technicians, Dental Officers, Medical Records Administrators, Librarians, Physicists previously covered by the Public Service Award - State	36.25 per week
Positions previously covered by the School Dental Therapists - Department of Health - Award	36.25 per week
Positions previously covered by the Radiographers' Award - Public Hospitals - the Queensland Radium Institute and the Department of Health	35 per week

Dated 3 February 2004.

By the Commission,  
[L.S.] G.D. SAVILL,  
Acting Industrial Registrar.

Operative Date: 5 April 2004