

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 125 - making, amending and repealing awards

**Queensland Nurses' Union of Employees AND
The Australian Workers' Union of Employees, Queensland and Others (A/2012/4)**

The Australian Workers' Union of Employees, Queensland AND Queensland Health and Others and (A/2012/5)

QUEENSLAND HEALTH FRAMEWORK AWARD - STATE 2012

DEPUTY PRESIDENT SWAN
COMMISSIONER BROWN
COMMISSIONER THOMPSON

16 February 2012

NEW AWARD

THIS matter coming on for hearing before the Commission at Brisbane on 14 February 2012, this Commission awards as follows as from 16 February 2012.

QUEENSLAND HEALTH FRAMEWORK AWARD - STATE 2012

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Queensland Health Framework Award - State 2012.

1.2 Arrangement

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No provisions inserted in this Award relevant to this part.

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No provisions inserted in this Award relevant to this part.

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No provisions inserted in this Award relevant to this part.

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No provisions inserted in this Award relevant to this part.

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1.3 Date of operation

This Award takes effect from 16 February 2012.

1.4 Award coverage

1.4.1 This Award applies to:

- (a) employees of Queensland Health, various District Health Services and as of 1 July 2012, Local Health and Hospital Networks, whose rates of wages/salaries are prescribed in an award or agreement listed at Schedule 1; and
- (b) employees of Queensland Health engaged in the Public Service of the State of Queensland whose salaries or rates of pay are fixed by the *Queensland Public Service Award - State 2003* and who are for the purposes of that award:
 - (i) appointed pursuant to section 148 of the *Public Service Act 2008*; or
 - (ii) appointed pursuant to section 119 of the *Public Service Act 2008*; and
 for those other persons who were employees of the Public Service at the date of commencement of the *Public Service Act 2008*.

1.4.2 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 stream of the *District Health Services Employees' Award - State 2003*. The responsibility of upholding the Award provisions for employees of contractors and/or subcontractors is the contractor and/or subcontractor and not the public health facility.

1.4.3 The provisions of the *Health Services Act 1991*, *Health and Hospitals Network Act 2011* and *Public Service Act 2008* and the Regulations made under those Acts apply to the employees covered by this Award where such Acts and Regulations are applicable.

1.5 Definitions

- 1.5.1 "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.5.2 "BEMS" means Building, Engineering and Maintenance Services.
- 1.5.3 "BEMS SBU" means Building, Engineering and Maintenance Services State Bargaining Unit established in accordance with clause 3.1.6.
- 1.5.4 "BEMS employee" means an employee covered by the terms of clause 1.4 of the *Queensland Health Building, Engineering & Maintenance Services Certified Agreement (No. 4) 2008*, listed at Schedule 3.
- 1.5.5 "Building trades employee" means an employee covered by the terms of clause 1.4 of the *Building Trades Public Sector Award - State 2002*, listed at Schedule 2.
- 1.5.6 "Commission" means the Queensland Industrial Relations Commission.
- 1.5.7 "Chief Executive" means the chief executive of the department administering the *Health and Hospitals Network Act 2011*.
- 1.5.8 "DCF" means District Consultative Forum established in accordance with clause 3.1.3.
- 1.5.9 "DHS employee" means a District Health Services employee covered by the terms of clause 1.5 of the *District Health Services Employees Award - State 2003*, listed at Schedule 2.
- 1.5.10 "DHS SMO" means a District Health Services Senior Medical Officer described in clause 5.1.5 of the *District Health Services - Senior Medical Officers' and Resident Medical Officers' Award - State 2003*, listed at Schedule 2.
- 1.5.11 "DHS RMO" means a District Health Services Residential Medical Officer described in clause 5.1.7 of the *District Health Services - Senior Medical Officers' and Resident Medical Officers' Award - State 2003*, listed at Schedule 2.

- 1.5.12 "Employer" means Queensland Health.
- 1.5.13 "EB7 employee" means an employee covered by the terms of clause 1.4 of the *Queensland Public Health Sector Certified Agreement (No.7) 2008*, listed at Schedule 3.
- 1.5.14 "EB7IG" means Enterprise Bargaining 7 Implementation Group established in accordance with clause 3.1.8.
- 1.5.15 "Engineering employee" means an employee covered by the terms of clause 1.5 of the *Engineering Award - State 2002*, listed at Schedule 2.
- 1.5.16 "Health Practitioner" means an employee covered by the terms of clause 4 of the *Health Practitioners' (Queensland Health) Certified Agreement (No.2) 2011*, listed at Schedule 3.
- 1.5.17 "HPCG" means Health Practitioners' Consultative Group established in accordance with clause 3.1.10.
- 1.5.18 "LCF" means Local Consultative Forum established in accordance with clause 3.1.3 or 3.1.5.
- 1.5.19 "Medical Officer" means an employee covered by the terms of clause 1.3 of the *Medical Officers' (Queensland Health) Certified Agreement (No.2) 2009*, listed at Schedule 3.
- 1.5.20 "MSRPP" means a Medical Superintendent with the Right of Private Practice in accordance with clause 1.8.6 of the *Medical Superintendents with Right of Private Practice and Medical Officers with Right of Private Practice - Queensland Public Hospitals Award - State 2003*, listed at Schedule 2.
- 1.5.21 "MORPP" means a Medical Officer with Right of Private Practice in accordance with clause 1.8.7 of the *Medical Superintendents with Right of Private Practice and Medical Officers with Right of Private Practice - Queensland Public Hospitals Award - State 2003*, listed at Schedule 2.
- 1.5.22 "MOCA2 CG" means Medical Officer Certified Agreement (No.2) Consultative Group established in accordance with clause 3.1.7.
- 1.5.23 "Nurse and midwife" means an employee covered by the terms of clause 1.5 of the *Queensland Health Nurses and Midwives Award - State 2011* and clause 5 of the *Nurses and Midwives (Queensland Health) Certified Agreement (EB7) 2009*, listed at Schedule 2 and 3.
- 1.5.24 "NaMIG" means Nurses and Midwives EB7 Implementation Group established in accordance with clause 3.1.9.
- 1.5.25 "Public sector employee" means an employee covered by the terms of clause 1.5 of the *Queensland Public Service Award - State 2003*, listed at Schedule 2.
- 1.5.26 "PSMO" means a Public Service Medical Officer covered by the terms of clause 1.3 of the *Public Service Medical Officers' Award - State 2003*, listed at Schedule 2.
- 1.5.27 "Union" means the:
- (a) The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
 - (b) Australian Building Construction Employees and Builders' Labourers' Federation (Queensland) Union of Employees;
 - (c) The Australian Workers' Union of Employees, Queensland;
 - (d) Plumbers & Gasfitters Employees' Union of Australia, Queensland, Union of Employees;
 - (e) Queensland Nurses' Union of Employees;
 - (f) Together Queensland, Industrial Union of Employees;
 - (g) Transport Workers' Union of Australia, Union of Employees (Queensland Branch);
 - (h) Queensland Services, Industrial Union of Employees;
 - (i) Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
 - (j) The Electrical Trades Union of Employees Queensland;
 - (k) United Voice, Industrial Union of Employees, Queensland;
 - (l) Australian Salaried Medical Officers' Federation Queensland, Industrial Organisation of Employees; or
 - (m) Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees.

1.6 Parties bound

This Award is legally binding on the employer and employees as prescribed by clause 1.4, the Union and its members.

1.7 Preservation of existing conditions

- 1.7.1 The making of this Award will not reduce conditions of employment and entitlements applying to existing employees where those conditions are more favourable than those provided in this Award.
- 1.7.2 Unless inconsistent with the terms of this Award, the entitlements of employees as contained in awards, agreements, Ministerial Directives or determinations made under the *Public Service Act 2008*, *Health Services Act 1991* and *Health and Hospitals Network Act 2011* effective at the date this Award was made, will not be reduced by this Award.
- 1.7.3 No employee is to suffer any loss or diminution of entitlements or terms of conditions of employment enjoyed immediately prior to the commencement of this Award by reason only of the coming into force of this Award.

1.8 Relationship with other awards and agreements

- 1.8.1 This Award will be read in conjunction with the awards and agreements listed at Schedule 1.
- 1.8.2 Where there is an inconsistency between this Award and another award or agreement, the superior entitlement should prevail to the extent of the inconsistency.

PART 2 - FLEXIBILITY

No provisions inserted in this Award relevant to this Part.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Consultative mechanisms and procedures in the workplace

3.1.1 Commitment to consultation

- (a) This clause only applies to an employee engaged as an EB7 employee, nurse or midwife, health practitioner or medical officer.
- (b) The parties to this Award recognise that for the Award to be successful, then the initiatives contained within this Award need to be implemented through an open and consultative process.
- (c) The parties to this Award are committed to involving employees and their Union representatives in the decision-making processes affecting the workforce. Employees will be encouraged to participate in the consultation processes by allowing adequate time to understand, analyse, seek appropriate advice from their union and respond to such information.
- (d) Consultation requires the exchange of timely information relevant to the issues at hand, and a genuine desire for the consideration of each party's views, before making a final decision.

3.1.2 Effective consultation practices

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

3.1.3 Local and District Consultative Forum

- (a) Each District Health Service will establish and maintain a DCF.
- (b) Local and District Consultative Forums or equivalent will continue in accordance with the Terms of Reference agreed by the parties represented on such forums.

3.1.4 *Nursing and Midwifery Consultative Forum*

- (a) Nursing and Midwifery Consultative Forums will continue in accordance with the Terms of Reference agreed by the parties represented on such Forums.

3.1.5 *Local Consultative Forum - BEMS*

- (a) This clause only applies to an employee engaged as a BEMS employee.
- (b) Each Health Service District will establish and maintain a LCF for BEMS employees. For those Districts with limited numbers of building, engineering & maintenance employees, a small gathering of all relevant employees should occur to discuss any issues or concerns. The membership of the LCF will be representative of the parties to this agreement (a combination of management and union delegates). The LCF shall convene at least ten times annually at times mutually agreed by the parties.
- (c) The role of the LCF shall be to develop a consultation process for the Building, Engineering and Maintenance Services. The consultative processes established may be integrated with consultative process for quality improvement and health & safety provided that they are consistent with the provisions of this agreement.
- (d) Matters that cannot be resolved through the LCF will be referred to the DCF. A union member of the LCF will attend the DCF and provide any updates back to the LCF at the next meeting.

3.1.6 *Building, Engineering & Maintenance Services State Bargaining Unit*

- (a) This clause only applies to an employee engaged as a BEMS employee.
- (b) The BEMS SBU was formed to deal specifically with issues arising with respect to BEMS employees that cannot be resolved through the LCF or DCF.
- (c) The BEMS SBU will facilitate meaningful consultation between the employer and relevant unions regarding industrial issues affecting BEMS employees.
- (d) The parties agree to participate in ongoing interest based bargaining discussions and deal with any referrals from the DCF.
- (e) In the case of emergent situations the BEMS SBU will hear any concerns raised by the Unions not directly discussed at the LCF or DCF and in the absence of a referral form being completed. However, where it is identified that the matters should be addressed locally a note will be made on the minutes to reflect the matter is being dealt with at the District level.

3.1.7 *Medical Officer Certified Agreement (No.2) Consultation Group*

- (a) This clause only applies to an employee engaged as a Medical Officer.
- (b) The MOCA2 CG will be the peak consultative forum for Medical Officers and their union within Queensland Health in relation to industrial matters and implementing the *Medical Officers' (Queensland Health) Certified Agreement (No.2) 2009*.
- (c) The MOCA2 CG shall oversee matters relating Medical Officers referred by the DCF or their equivalent. Where appropriate, sub groups of the MOCA2 CG will be established by agreement between the parties.

3.1.8 *Enterprise Bargaining 7 Implementation Group*

- (a) This clause only applies to an employee engaged as an EB7 employee.
- (b) The EB7IG for the purpose of implementing the Queensland Public Health Sector Certified Agreement (No. 7) 2008 will comprise employer and union representatives who are parties to the Queensland Public Health Sector Certified Agreement (No. 7) 2008 as listed at Schedule 3.
- (c) The role of the EB7IG will include matters referred by the DCF or their equivalent.
- (d) Where appropriate, sub groups of the EB7IG will be established or maintained, for example the Administrative Interest Based Bargaining Group.
- (e) The structure and role of the EB7IG and sub-groups cannot be amended unless agreed by the parties.

- (f) Any reference made to State Bargaining Unit in all existing Queensland Health documentation will be read to mean EB7IG.

3.1.9 *Nurses and Midwives EB7 Implementation Group*

- (a) This clause only applies to an employee engaged as a nurse or midwife.
- (b) The parties agree that an interest based approach (mutual gains) will be adopted to ensure the appropriate implementation of this agreement occurs at the central and local facility level. An interest based approach aims to:
 - (i) promote a relationship based on trust;
 - (ii) search for mutual gains while managing conflicts of interest; and
 - (iii) arrive at a fair outcome.
- (c) Such an approach is consistent with affecting the cultural shift required as outlined in the Queensland Health Code of Conduct. Fair and transparent decision making and an interest based bargaining approach will facilitate the advancement of cultural change within nursing.
- (d) The NaMIG will be comprised of equal representation from Queensland Health and the QNU will be established to oversee the implementation of the Nurses and Midwives (Queensland Health) Certified Agreement (EB7) 2009. This group will be established and operate in accordance with the Terms of Reference.
- (e) The NaMIG will develop an agreed monitoring framework to measure the implementation of this Award and will report progress to the Queensland Health nursing and midwifery workforce at least annually during the life of this Award.

3.1.10 *Health Practitioners' Consultative Group*

- (a) This clause only applies to an employee engaged as a Health Practitioner.
- (b) The HPCG will be made up of Queensland Health representatives and representatives of United Voice, Industrial Union of Employees Queensland, Together Queensland, Industrial Union of Employees and the Queensland Nurses' Union of Employees as parties to the Agreement.
- (c) The role of the HPCG is to provide the principle forum for consultation between the parties to this Award on all matters relevant to the interpretation, application and implementation of the Award in accordance with clause 3.5.
- (d) The HPCG will also oversee the implementation of this Agreement and has specific responsibilities relating to:
 - (i) the approval of the consultative arrangements, support and resourcing of such consultative arrangements;
 - (ii) proposals to resolve issues relating to health practitioners arising within a District Health Service, Corporate Office, Division or Statewide Service that cannot be resolved at that level;
 - (iii) monitoring the effectiveness of the District Consultative Forums (or equivalent) and their outcomes relating to the Agreement;
 - (iv) monitoring the implementation of the health practitioner classification structure;
 - (v) resolving issues relating to the interpretation, application or operation of the *Health Practitioners' (Queensland Health) Certified Agreement (No.2) 2011* if referred to the HPCG under Clause 15 of that agreement;
 - (vi) overseeing progress of the further issues and projects listed in clause 76.1 of the *Health Practitioners' (Queensland Health) Certified Agreement (No.2) 2011*; and
 - (vii) making recommendations to the parties regarding minor variations as contemplated by clause 77 of the *Health Practitioners' (Queensland Health) Certified Agreement (No.2) 2011*.

- (e) The HPCG will have specific responsibilities as set out in this Award.
- (f) The HPCG will operate under terms of reference which will be agreed by the parties by exchange of correspondence.
- (g) Where appropriate, sub-groups of the HPCG will be established with the agreement of the parties.
- (h) The structure and role of the HPCG and sub-groups cannot be amended unless agreed by the parties.

3.1.11 Any dispute between the parties arising out of this clause will be dealt with in accordance with clause 3.5.

3.2 Prevention and settlement of disputes

- 3.2.1 This clause only applies to an employee engaged as a public service employee, DHS employee, building trades employee, DHS SMO/RMO, MSRPP/MORPP or PSMO.
- 3.2.2 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.
- 3.2.3 Subject to legislation, while the dispute procedure is being followed, normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- 3.2.4 There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- 3.2.5 In the event of any disagreement between the parties as to the interpretation or implementation of this Award, the following procedures shall 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 3.2.5(a), it shall be referred by the Union representative and/or the employee(s) to the appropriate management representative who shall arrange a conference of the 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.
- 3.2.6 Nothing contained in this procedure shall prevent unions or the Queensland Government from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.

3.3 Employee grievance procedures

- 3.3.1 This clause only applies to an employee engaged as a public service employee, DHS employee, building trades employee, DHS SMO/RMO, MSRPP/MORPP or PSMO.
- 3.3.2 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.
- 3.3.3 This procedure applies to all industrial matters within the meaning of the Act.
- 3.3.4 Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to solve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1.
- 3.3.5 Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the parties. The employee may exercise the right to consult or be represented by such employee's union representative during the course of Stage 2.

- 3.3.6 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 shall also be notified to the Union.
- 3.3.7 The Chief Executive shall 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 shall be investigated in a thorough, fair and impartial manner.
- 3.3.8 The Chief Executive may appoint another person to investigate the grievance. The Chief Executive may consult with the Union in appointing an investigating employee. The appointed person shall be other than the employee's supervisor or manager.
- 3.3.9 If the matter is notified to the Union, the investigating employee shall consult with the Union during the course of the investigation. The Chief Executive shall advise the employee initiating the grievance, such employee's union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.
- 3.3.10 The Chief Executive may delegate such Chief Executive's grievance resolution powers under this clause to a nominated representative.
- 3.3.11 The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:
- Stage 1: Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.
 - Stage 2: Not to exceed 7 days.
 - Stage 3: Not to exceed 14 days.
- 3.3.12 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.
- 3.3.13 Subject to legislation, while the grievance procedure is being followed, normal work is to continue, except in the case of a genuine safety issue. The *status quo* existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- 3.3.14 Where the grievance involves allegations of sexual harassment, an employee may commence the procedure at Stage 3.

3.4 Grievance and dispute settling procedure

3.4.1 Grievance and dispute settling procedure - nurses and midwives

- (a) This clause only applies to an employee engaged as a nurse or midwife.
- (b) The matters to be dealt with in this procedure are to include all grievances or disputes between an employee and an employer in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Such procedures are to apply to a single employee or to any numbers of employees.
- (c) Grievances and disputes in relation to workload management will be addressed in accordance with clause 4.12 of this Award.
- (d) The procedure is to promote the prompt resolution of grievances by consultation, cooperation and discussion and to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.
- (e) This procedure applies to all industrial matters within the meaning of the Act.
- (f) Stage 1

In the first instance the employee will inform their immediate supervisor of the existence of the grievance and they will attempt to resolve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of this stage.

(g) Stage 2

If the grievance remains unresolved, the employee will 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 this stage.

(h) 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 the employee wishes to pursue the matter further. If desired by either party, the matter is to also be notified to the Union.

(i) The Chief Executive will ensure that:

(i) the aggrieved employee or the employee's union representative has the opportunity to present all aspects of the grievance; and

(ii) the grievance will be investigated in a thorough, fair and impartial manner.

(j) 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 someone other than the employee's supervisor or manager.

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

(l) The Chief Executive may delegate such Chief Executive's grievance resolution powers under this clause to a nominated representative.

(m) The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:

(i) Stage 1

Discussions should take place between the employee and the employee's supervisor within 24 hours and the procedure will not extend beyond 7 days.

(ii) Stage 2

Not to exceed 7 days.

(iii) Stage 3

Not to exceed 14 days.

(n) If the grievance is still unresolved following Stage 3, 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.

(o) 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.

(p) Where the grievance involves allegations of sexual harassment, an employee may commence the procedure at Stage 3.

3.4.2 *Grievance and dispute settling procedure - engineering employees*

(a) This clause only applies to an employee engaged as an engineering employee.

(b) The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and an employer in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Such procedures shall apply to a single employee or to any number of employees.

- (c) In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- (d) If the grievance or dispute is not resolved under clause 3.4.2(c), the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- (e) If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.4.2(f).
- (f) If the grievance or dispute is still unresolved after discussions mentioned in clause 3.4.2(d), the matter shall, in the case of a member of a union, be reported to the relevant officer of that union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of a union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.4.2(d) will not result in resolution of the dispute.
- (g) If, after discussion between the parties, or their nominees mentioned in clause 3.4.2(f), the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- (h) Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- (i) The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- (j) All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- (k) Any Order or Decision of the Commission (subject to the parties right of appeal under the Act) will be final and binding on all parties to the dispute.
- (l) Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

3.5 Prevention and settlement of disputes relating to the interpretation, application or operation of award provisions

3.5.1 EB7 employees

- (a) This clause only applies to an employee engaged as an EB7 employee, with respect to disputes between the parties arising out of a clause which expressly provides for this clause to apply.
- (b) The parties will use their best endeavours to co-operate in order to avoid grievances arising between the parties or between an employer and individual employees. The emphasis will be on negotiating a settlement at the earliest possible stage in the process. Two or more current grievances made by the same employee about related matters, or a grievance from more than one employee about related matters, may be dealt with as one grievance.
- (c) In the event of any disagreement between the parties as to the interpretation, application or implementation of this agreement, the following procedures will be followed:
 - (i) A grievance is identified at the local level by an accredited union representative, the employee/s concerned or a management representative and an initial discussion should take place at this level. This stage will take no longer than 7 days.

- (ii) If the parties at the local level cannot resolve the matter, it should be referred to either the relevant union official for the enterprise in the case of employees or to the District management (or equivalent) in the case of management, for resolution. This stage will take no longer than 14 days.
- (iii) If the matter cannot be resolved, then either party will refer the matter to the EB7IG. Where the EB7IG forms a unanimous view on the resolution of the grievance, this is the position that must be accepted and implemented by the parties and will be given effect by the Chief Executive Officer.
- (iv) Where a *bona fide* safety issue is involved the Health Service District (or equivalent) will ensure that:
 - (A) the *status quo* prior to the existence of the grievance or dispute is to continue while the procedure is being followed; and/or
 - (B) the employee will not work in an unsafe environment. Where appropriate the employee will accept reassignment to alternative suitable work/work environment in the meantime;
 - (C) the employer/management in conjunction with the Occupational Health and Safety Committee will promptly ensure that the problem/s is/are resolved having regard to occupational health and safety standards.

Provided that maintenance of the *status quo* will not apply in an unsafe environment.
- (v) If the matter identified in clause 3.5.1(c)(iii) remains unresolved then either party may refer the matter to the Queensland Industrial Relations Commission.
- (d) Without limiting an employee's right to pursue a grievance, no party will use the grievance procedure to prevent introduction of the outcomes of organisational change or restructuring or to limit matters agreed between the parties in accordance with award provisions.

- (e) For the purposes of this clause of the agreement *status quo* will mean:

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

3.5.2 BEMS employees

- (a) This clause only applies to an employee engaged as a BEMS employee, with respect to disputes between the parties arising out of a clause which expressly provides for this clause to apply.
- (b) The parties will use their best endeavours to co-operate in order to avoid grievances arising between the parties or between an employer and individual employees. The emphasis will be on negotiating a settlement at the earliest possible stage in the process. Two or more current grievances made by the same employee about related matters, or a grievance from more than one employee about related matters may be dealt with as one grievance.
- (c) In the event of any disagreement between the parties as to the interpretation, application or implementation of this Agreement, the following procedures shall be followed:
 - (i) A grievance is identified at the local level by an accredited union representative, the employee/s concerned or a management representative and an initial discussion should take place at this level. This stage shall take no longer than 7 days.
 - (ii) If the parties at the local level cannot resolve the matter, it should be referred to either the relevant union official for the enterprise in the case of employees or to the District Management (or equivalent) in the case of management, for resolution. This Stage shall take no longer than 14 days.
 - (iii) If the matter cannot be resolved, then either party shall refer the matter to the BEMS SBU. Where the BEMS SBU forms a unanimous view on the resolution of the grievance, this is the position that must be accepted and implemented by the parties and shall be given effect by the Chief Executive officer.
 - (iv) Where a *bona fide* safety issue is involved the Health Service District (or equivalent) shall ensure that:
 - (A) The *status quo* prior to the existence of the grievance or dispute is to continue while the procedure is being followed; and/or

- (B) The employee shall not work in an unsafe environment. Where appropriate the employee shall accept reassignment to alternative suitable work/work environment in the meantime; and/or
 - (C) The employer/management in conjunction with the Occupational Health and Safety Committee will promptly ensure that the problem/s is/are resolved having regard to occupational health and safety standards.
- (d) Provided that maintenance of the *status quo* shall not apply in an unsafe environment; and
- (e) If the matter identified in clause 3.5.2(c)(iii) remains unresolved then either party may refer the matter to the Queensland Industrial Relations Commission.
- (f) For all grievances other than those matters relating to the interpretation, application or operation of this Award, the employee shall have the option of either applying the provisions contained within the relevant Award or the provisions contained in the Integrated (HR/IR) Resource Manual (IRM) 3.5 "Grievances Resolution - Grievance and EB5 Grievance Settling; and Industrial Dispute".
- (g) In relation to industrial disputes, the normal range of options available in legislation is available to parties especially if service delivery is threatened.
- (h) For the purposes of this clause *status quo* shall mean:

"Whilst the grievance is being followed, work shall continue as it was prior to the grievance occurring except in cases of safety, sexual harassment, or conflict between a religious or other similar belief and the performance of a specific authorised work activity. No party shall be prejudiced as to the final settlement by this clause.

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

3.5.3 Health practitioners

- (a) This clause only applies to an employee engaged as a Health Practitioner, with respect to disputes between the parties arising out of a clause which expressly provides for this clause to apply.
- (b) The parties will use their best endeavours to co-operate in order to avoid disputes arising between the parties. The emphasis will be on finding a resolution at the earliest possible stage in the process.
- (c) In the event of any disagreement between the parties as to the interpretation, application or implementation of this Award, the following procedures will be followed:
 - (i) When an issue is identified at the local level by an accredited union representative, the employee/s concerned or a management representative, an initial discussion should take place at this level. This process should take no longer than seven days.
 - (ii) If the issue remains unresolved, it may be referred to the District or Divisional Management (or equivalent) for resolution. District or Divisional Management (or equivalent) will consult with the parties. The employee may exercise the right to consult and/or be represented by their union representative during this process. This process should take no longer than 14 days.
 - (iii) If the issue remains unresolved, it may be referred to the HPCG. The HPCG will deal with the issue in a timely manner unless clause 3.5.3(iv) applies. If the HPCG forms an agreed view on the resolution of the issue, this is the position that will be accepted and implemented by the parties.
 - (iv) If the HPCG considers that the issue falls outside the interpretation, application and implementation of this Award, or has whole of department implications, it must refer the issue to an appropriate body depending on the issue as agreed by the parties for consideration.
 - (v) If the issue remains unresolved then either party may refer the matter to the Queensland Industrial Relations Commission.
- (d) The *status quo* prior to the existence of the issue is to continue while the dispute resolution procedure is being followed, provided that maintenance of the *status quo* does not result in an unsafe environment.

3.5.4 Nurses and midwives

- (a) This clause only applies to an employee engaged as a nurse or midwife, with respect to disputes between the parties arising out of a clause which expressly provides for this clause to apply.
- (b) The parties will use their best endeavours to cooperate in order to avoid grievances arising between the parties or between Queensland Health and an individual nurse or midwife. The emphasis will be on negotiating a settlement at the earliest possible stage in the process. Two or more current grievances made by the same nurse or midwife about related matters, or a grievance from more than one nurse or midwife about related matters, may be dealt with as one grievance.
- (c) While the dispute procedure is being followed, normal work is to continue except in the case where a nurse or midwife has a reasonable concern about an imminent risk to the employee's health and safety. The *status quo* existing before the emergence of a dispute is to continue whilst the dispute procedure is being followed. No party will be prejudiced as to the final settlement by the continuation of work.
- (d) The grievance processes for nurses and midwives in this agreement, which are detailed in Schedule 2 of the *Nurses and Midwives (Queensland Health) Certified Agreement (EB7) 2009* are:
 - (i) Implementation of Agreement Grievances Procedure - in the event of any disagreement between the parties as to the interpretation, application or implementation of this agreement;
 - (ii) Nursing Workloads Grievance Procedure - in the event of a dispute or grievance about workloads; and
 - (iii) Grievance Procedure - any grievances not relating to the interpretation, application or implementation of this agreement or nursing workload grievance.
- (e) Where a nurse or midwife has a reasonable concern about an imminent risk to the employee's health and safety, the health service district (or equivalent) will ensure that:
 - (i) The *status quo* prior to the existence of the grievance or dispute is to continue while the procedure is being followed; and/or
 - (ii) Nurses and midwives will not work in an unsafe environment. Where appropriate the nurse or midwife will accept reassignment to alternative suitable work/work environment in the meantime; and/or
 - (iii) Queensland Health in conjunction with the Occupational Health and Safety Committee will promptly ensure that the problem/s are resolved having regard to Occupational Health & Safety standards.
- (f) Without limiting a nurse or midwife's right to pursue a grievance, the parties will not use the grievance procedure to prevent introduction of the outcomes of organisational change or restructuring, or to limit matters agreed between the parties in accordance with award provisions.
- (g) For the purposes of this clause of the agreement '*status quo*' will mean 'whilst a grievance is being followed, work will continue as it was prior to the grievance occurring, except in cases of safety hazards, sexual harassment, or conflict between a religious or other similar belief and the performance of a specific authorised work activity'.

3.5.5 *Medical officers*

- (a) This clause only applies to an employee engaged as a Medical Officer, with respect to disputes between the parties arising out of a clause which expressly provides for this clause to apply.
- (b) The parties will use their best endeavours to co-operate in order to avoid grievances arising between the parties or between an employer and individual employees. The emphasis will be on negotiating a settlement at the earliest possible stage in the process. Two or more current grievances made by the same employee about related matters, or a grievance from more than one employee about related matters may be dealt with as one grievance.
- (c) In the event of any disagreement between the parties as to the interpretation, application or implementation of this agreement, the following procedures shall be followed:
 - (i) A grievance is identified at the local level by a recognised union representative, the employee/s concerned or a management representative and an initial discussion should take place at this level. This stage shall take no longer than 7 days;

- (ii) If the parties at the local level cannot resolve the matter, it should be referred to either the relevant union official for the enterprise in the case of employees or to the district management (or equivalent) in the case of management, for resolution. This stage shall take no longer than 14 days;
 - (iii) If the matter cannot be resolved, then either party shall refer the matter to the MOCA2 CG. Where the MOCA2 CG forms a unanimous view on the resolution of the grievance, this is the position that must be accepted and implemented by the parties and shall be given effect by the Chief Executive Officer;
 - (iv) Where a bona fide safety issue is involved the Health Service District (or equivalent) shall ensure that:
 - (A) the *status quo* prior to the existence of the grievance or dispute is to continue while the procedure is being followed; and/or
 - (B) employees shall not work in an unsafe environment. Where appropriate the employees shall accept reassignment to alternative suitable work/work environment in the meantime;
 - (C) the employer/management in conjunction with the Occupational Health and Safety Committee will promptly ensure that the problem/s is/are resolved having regard to occupational health and safety standards;
 - (v) Provided that maintenance of the status quo shall not apply in an unsafe environment; and
 - (vi) If the matter identified in clause 3.5.5(c)(iii) remains unresolved then either party may refer the matter to the Queensland Industrial Relations Commission.
- (d) Without limiting an employee's right to pursue a grievance, no party shall use the grievance procedure to prevent introduction of the outcomes of organisational change or restructuring or to limit matters agreed between the parties in accordance with award provisions.
- (e) For the purposes of this clause of the agreement *status quo* shall mean:

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

PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

4.1 Termination of employment

4.1.1 Termination of employment - MSRPP/MORPP

- (a) This clause only applies to an employee engaged as a MSRPP/MORPP.
- (b) Except in the case of dismissal for misconduct employment may be terminated by 3 months' notice given either by the employer or the employee or by payment or forfeiture of 3 months' salary as the case may be, provided that the employee and the employer may agree to a lesser period of notice.

4.1.2 Statement of employment

- (a) This clause only applies to an employee engaged as a public service employee, DHS employee, nurse or midwife, engineering employee, building trades employee or DHS SMO/ RMO.
- (b) The employer shall, in the event of termination of employment, provide upon request to an employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

4.1.3 Termination by employer

- (a) This clause only applies to an employee engaged as a public service employee, DHS employee, nurse or midwife, engineering employee or building trades employee.
- (b) In order to terminate the employment of an employee the employer shall give 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

- (c) In addition to the notice in clause 4.1.3(b), employees over 45 years of age at the time of giving of notice and with not less than 2 years' continuous service, shall be entitled to an additional week's notice.
- (d) 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.
- (e) 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.
- (f) 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.

4.1.4 *Notice of termination by an public service employee*

- (a) This clause only applies to an employee engaged as a public service employee.
- (b) Unless otherwise agreed between the employer and an employee, the notice of termination required by an employee, other than a casual employee, will be 2 weeks or 2 weeks' salary forfeited in lieu. If an employee fails to give notice the employer will have the right to withhold monies due to the employer with a maximum amount equal to the ordinary time rate for the period of notice. The notice period can not be counted as annual leave.
- (c) It is not lawful for the Chief Executive to offset notice of termination against any period of annual leave or part thereof.

4.1.5 *Notice of termination by an DHS employee*

- (a) This clause only applies to an employee engaged as a DHS employee
- (b) 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 4.1.3(e) for a period of notice of 2 weeks.
- (c) 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.

4.1.6 *Notice of termination by an nurse or midwife*

- (a) This clause only applies to an employee engaged as a nurse or midwife.
- (b) An employee must give 2 weeks' notice of termination.
- (c) If an employee fails to give notice the employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

4.1.7 *Notice of termination by an building trades employee*

- (a) This clause only applies to an employee engaged as a building trades employee.

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

4.1.8 *Notice of termination by an engineering employee*

- (a) This clause only applies to an employee engaged as a engineering employee.
- (b) The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned. 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 4.1.3.

4.1.9 *Notice of termination of an DHS SMO*

- (a) This clause only applies an employee engaged as a DHS SMO.
- (b) Except in the case of dismissal for misconduct, employment may be terminated by 3 calendar months' notice given either by the employer or the senior medical officer or by payment or forfeiture of 3 months' salary as the case may be provided that the senior medical officer and the employer may agree to a lesser period of notice.

4.1.10 *Notice of termination of an DHS RMO*

- (a) This clause only applies to an employee engaged as a DHS RMO.
- (b) Except in the case of dismissal for misconduct, employment may be terminated by 4 weeks' notice give by either the employer or by the resident medical officer or by payment or forfeiture of 4 weeks' salary as the case may be, provided that the resident medical officer and the employer may agree to a lesser period of notice.

4.1.11 *Time off during notice period - general*

- (a) This clause only applies to an employee engaged as a public service employee, DHS employee, engineering employee, building trades employee, or DHS SMO /RMO.
- (b) 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.

4.1.12 *Time off during notice period - nurse or midwife*

- (a) This clause only applies to an employee engaged as a nurse or midwife.
- (b) During the period of notice of termination given by the employer, an employee is to be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off is to be taken at times that are convenient to the employee after consultation with the employer.
- (c) In the absence of mutual agreement between the employer and the employee, annual leave or any part thereof described by clauses 12.6, 13.13, 14.3, 14.9, 15.8 and 16.6 of the *Queensland Health Nurses and Midwives Award - State 2011* must not be considered as or nominated as notice for the purpose of termination of employment.
- (d) Where an employee ceases duty and has accrued credits that have not been used under the ADO system, such credits must be paid to the employee on termination. Where the ADO has been taken in anticipation of credits, any shortfall at the date of termination may be recovered from the employee. The shortfall may be recovered from any final monies payable to the employee.

4.2 **Introduction of changes**

4.2.1 *Employer's duty to notify*

- (a) This clause only applies to an employee engaged as a public service employee, DHS employee, nurse or midwife, engineering employee, building trades employee or DHS SMO/ RMO.

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

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

4.2.2 *Employer's duty to consult over change*

- (a) This clause only applies to an employee engaged as a public service employee, DHS employee, nurse or midwife, engineering employee, building trades employee or DHS SMO/RMO.
- (b) The employer shall consult the employees affected and, where relevant, their union or unions about the introduction of the changes, the effects of 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 way to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (c) The consultation must occur as soon as practicable after making the decision referred to in clause 4.2.1.
- (d) 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.

4.2.3 *Organisational change and restructuring*

- (a) This clause only applies to an employee engaged as a EB7 employee, BEMS employee or Health Practitioner.
- (b) Prior to implementation, all organisational change will need to demonstrate clear benefits such as enhanced service delivery to the community, improved efficiency and effectiveness and shall follow the agreed change management processes as outlined in the Queensland Health Change Management Guidelines. While ensuring the spirit of the guidelines is maintained in applying the document, the parties acknowledge that it has been designed as guidelines to be applied according to the circumstances.
- (c) When it is decided to conduct a review, union representatives will be advised as soon as practicable and consulted from the outset. All parties will participate in a constructive manner.
- (d) Furthermore, details will be included that provide for encouraging employees to participate in the consultative processes by allowing adequate time to understand, analyse and respond to various information that would be needed to inform employees and their unions.
- (e) All significant organisational change and/or restructuring that will impact on the workforce (e.g. job reductions, deployment to new locations, major alterations to current service delivery arrangements) shall be subject to the employer establishing such benefits in a business case which shall be tabled for the purposes of consultation at the DCF (or equivalent). A business case is not required for minor changes or minor restructuring.
- (f) It is acknowledged that management has a right to implement changes to ensure the effective delivery of health care services. The consultation process will not be used to frustrate or delay the changes but rather ensure that all viable options are considered. If this process cannot be resolved at the District level (or equivalent) in a timely manner either party may refer the matter to the EB7IG or BEMS SBU or HPCG for resolution.
- (g) The emphasis will be on minimum disruption to the workforce and maximum placement of affected staff within Queensland Health, and organisational restructuring should not result in a large scale "spilling" of jobs.

- (h) Subject to the above, the parties acknowledge that where the implementation of workplace change results in fewer employees being required in some organisational units, appropriate job reduction strategies will be developed in consultation with relevant unions.
- (i) Prior to the implementation of any decision in relation to workplace change likely to affect security and certainty of employment of employees, such changes will be subject to consultation with the relevant union/s. The objective of such consultation will be to minimise any adverse impact on security and certainty of employment.
- (j) After such discussions have occurred and it is determined that fewer employees are required, appropriate job reduction strategies will be developed that may include non-replacement of resignees and retirees and the deployment/redeployment and retraining of excess employees which will have regard to the circumstances of the individual employee/s affected. This will occur in a reasonable manner.
- (k) Where individuals unreasonably refuse to participate or cooperate in deployment/ redeployment and retraining processes, the full provisions for managing redundancies shall be followed. No employee shall be redeployed against their will. In those cases where the offering of Voluntary Early Retirements (VERs) to selected employees is necessary, this will occur in full consultation with the relevant union/s.
- (l) To ensure consultative processes are effective, these guidelines will be reviewed and monitored throughout the life of the Queensland Public Health Sector Certified Agreement (No. 7) 2008, Queensland Health Building, Engineering & Maintenance Services Certified Agreement (No. 4) 2008 and Health Practitioners' (Queensland Health) Certified Agreement (No.2) 2011 to ensure their effectiveness. unions will be consulted as part of the review process. Consultative arrangements required to be followed in the management of any organisational change and restructuring proposal will be in accordance with the Queensland Health Change Management Guidelines which includes consultation with all relevant unions.
- (m) Any dispute between the parties arising out of clause 4.2.3 will be dealt with in accordance with clause 3.5.

4.2.4 *Organisational change and restructuring - Medical Officers*

- (a) This clause only applies to an employee engaged as a Medical Officer.
- (b) Organisational change and restructuring shall follow the agreed change management processes as outlined in the Queensland Health Change Management Guidelines. While ensuring the spirit of the guidelines is maintained, in applying the document, the parties acknowledge that it has been designed as guidelines to be applied according to the circumstances.
- (c) Consultative arrangements required to be followed in the management of any organisational change and restructuring proposal will be in accordance with the Queensland Health Change Management Guidelines, which includes consultation with the relevant union/s.
- (d) All significant organisational change and/or restructuring that will impact on the workforce (e.g. job reductions, contracting out, deployment to new locations, major alterations to current service delivery arrangements) shall be undertaken in accordance with the Queensland Industrial Relations Commission Termination, Change and Redundancy Statement of Policy.
- (e) Where individuals unreasonably refuse to participate or cooperate in deployment/redeployment and retraining processes, the full provisions for managing redundancies shall be followed. No employee shall be redeployed against their will. In those cases where the offering of Voluntary Early Retirements (VERs) to selected employees is necessary, this will occur in full consultation with the relevant union/s.
- (f) Any dispute between the parties arising out of clause 4.2.4 will be dealt with in accordance with clause 3.5.

4.2.5 *Change management guidelines*

- (a) This clause only applies to an employee engaged as a nurse or midwife.
- (b) Organisational change and restructuring will be conducted in accordance with the change management process outlined in the Queensland Health Change Management Guidelines.
- (c) When the employer decided to conduct a review, union representatives will be advised as soon as practicable and consulted from the outset. All parties will participate in a constructive fashion.
- (d) Any dispute between the parties arising out of clause 4.2.5 will be dealt with in accordance with clause 3.5.

4.3 Redundancy

4.3.1 This clause only applies to an employee engaged as a public service employee, DHS employee, nurse or midwife, engineering employee, building trades employee or DHS SMO/RMO.

4.3.2 *Superior entitlements*

(a) This clause only applies to an employee engaged as a nurse or midwife.

Employees of Queensland Health will receive the superior entitlements as contained in Queensland Health Human Resources Policy B36 Surplus Employees and Priority Placement Employees. Redundancy occurs where the 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.

(b) This clause only applies to an employee engaged as a DHS employee.

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

(c) This clause only applies to an employee engaged as public service employee, engineering employee, building trades employee, or DHS SMO/RMO.

The provisions of this clause will not apply to employees of Queensland government departments and agencies to the extent that the provisions of the redundancy arrangements are contained in a Directive issued by the Public Service Commissioner or the Minister for Industrial Relations pursuant to sections 47, 53 and 54 of the *Public Service Act 2008*, where the Directive provides for entitlements that are superior to this clause.

4.3.3 *Consultation before termination*

(a) Where the 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 is to consult with the employees directly affected and, where relevant, their union.

(b) The consultation is to take place as soon as it is practicable after the employer has made a definite decision that will invoke the provisions of clause 4.3.3(a), and is to outline 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 is to, as soon as practicable, provide in writing to the employees concerned and, where relevant their union, all relevant information about the proposed terminations including 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 the employer is to not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.3.4 *Transfer to lower paid duties*

(a) Where an employee is transferred to lower paid duties for reasons set out in clause 4.3.3 the employee is 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 4.1.

(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;
- (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.

4.3.5 *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 (transmitter) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmitter of the business, becomes an employee of the transmittee:
- (i) The continuity of the employment of the employee must be deemed not to have been broken by reason of such transmission; and
 - (ii) The period of employment that the employee has had with the transmitter or any prior transmitter is to be deemed to be service of the employee with the transmittee.
- (b) In clause 4.3.5, "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.

4.3.6 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.3.3, the employee must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee, at the request of the employer, will be required to produce proof of attendance at an interview or the employee will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.3.7 *Notice to Centrelink*

- (a) Where a decision has been made to terminate employees in the circumstances outlined in this clause, 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.

4.3.8 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.3.3, and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.3.3(a) is 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. 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.

4.3.9 *Superannuation benefits*

- (a) The employer may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:
 - (i) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
 - (ii) 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.

4.3.10 *Employee leaving during notice*

- (a) An employee whose employment is terminated for reasons set out in clause 4.3.3(a), may terminate such employment during the period of notice, and, if so, is 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 is not entitled to payment in lieu of notice.

4.3.11 *Alternative employment*

- (a) The 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.

4.3.12 *Employees with less than one year's service*

- (a) Clause 4.3 does 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.

4.3.13 *Employees exempted*

- (a) Clause 4.3 does not apply:
 - (i) where employment is terminated as a consequence of misconduct on the part of the employee; or
 - (ii) to employees engaged for a specific period of time or for a specific task or task(s); or
 - (iii) to casual employees.

4.3.14 *Employers exempted*

- (a) This clause does not apply to an employee engaged as a nurse or midwife.
- (b) Subject to an order of the Commission, in a particular redundancy case, clause 4.3 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.
- (c) 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 common shareholders with another company or companies.

4.3.15 *Exemption where transmission of business*

- (a) This clause does not apply to an employee engaged as a nurse or midwife.
- (b) The provisions of clause 4.3.8 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from the employer (transmitter) 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 transmitter, and any prior transmitter, 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 transmitter; and
 - (B) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.
- (iii) The Commission may amend clause 4.3.15(b)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.3.16 *Incapacity to pay*

- (a) This clause does not apply to an employee engaged as a nurse or midwife.
- (b) The 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.

4.3.17 *Redundancy dispute procedure*

- (a) This clause only applies to an employee engaged as a nurse or midwife.
- (b) This clause imposes additional obligations on an employer where an employer contemplates termination of employment due to redundancy and a dispute arises (a redundancy dispute). These additional obligations do not apply to employers who employ fewer than 15 employees.
- (c) Where a redundancy dispute arises and discussions occur in accordance with this clause the employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the employees concerned.
- (d) Where a redundancy dispute arises, and if it has not already done so, an employer must provide affected employees and the relevant union or unions (if requested by an affected employee) in good time, with relevant information including:
 - (i) the reasons for any proposed redundancy;
 - (ii) the number and categories of workers likely to be affected; and
 - (iii) the period over which any proposed redundancies are intended to be carried out.

4.4 Job security

4.4.1 *Job Security - general*

- (a) This clause only applies to an employee engaged as an EB7 employee, BEMS employee or Health Practitioner.
- (b) The employer is committed to job security for its permanent employees. This clause is to be read in conjunction with the Queensland Government's Employment Security policy.
- (c) The parties acknowledge that job security for employees assists in ensuring workforce stability, cohesion and motivation and hence is central to achieving the objectives of this agreement.
- (d) Job reductions by forced retrenchments will not occur.
- (e) Volunteers, other unpaid persons or trainees will not be used to fill funded vacant positions.
- (f) Queensland Health is the preferred provider of public health services for the Government and the community.
- (g) The employer supports the accepted industrial principle that temporary and casual employees have the right to raise concerns with their employer in relation to their employment status or any other work related matters

without fear of victimisation. Unions may refer instances of alleged victimisation directly to the EB7IG or BEMS SBU or HPCG for attention.

- (h) The employer acknowledges that long term casual employees have rights to unfair dismissal entitlements in accordance with the provisions of the relevant legislation.
- (i) Nothing in this agreement will prevent the provision of public health clinical services, which are provided by the private sector, because they are not able to be provided by the public sector.

4.4.2 *Job Security - nurses and midwives*

- (a) This clause only applies to an employee engaged as a nurse or midwife.
- (b) Queensland Health is committed to maximising permanent employment and job security for its permanent nurses and midwives.
- (c) The parties acknowledge that job security for nurses and midwives assists in ensuring workforce stability, cohesion and motivation.
- (d) Job reductions by forced redundancies will not occur.
- (e) Volunteers and other unpaid persons will not be used to fill funded vacant positions.
- (f) Queensland Health supports the accepted industrial principle that temporary and casual nurses and midwives have the right to raise concerns with Queensland Health in relation to their employment status or any other work related matters without fear of victimisation.

4.4.3 *Job Security - Medical Officers*

- (a) This clause only applies to an employee engaged as a Medical Officer.
- (b) The employer is committed to job security for its permanent employees.
- (c) The parties acknowledge that job security for employees assists in ensuring workforce stability, cohesion and motivation and hence is central to achieving the objectives of this agreement.
- (d) All resident medical officers will be offered Queensland Health appointments. Queensland Health will release a policy to support the use of extended appointments for resident medical officers. Queensland Health will maximise offers of extended fixed term appointments to resident medical officers selected in the state-wide annual recruitment program commencing with the 2011 intake. Appointment documentation will be standardised by Queensland Health to preserve consistency in application across the state.
- (e) Queensland Health recognises the special needs of resident medical officers and the crucial role they play in providing services to Queensland Health. Although such resident medical officers apply annually to Queensland Health for training positions, they shall be treated as permanent employees for the purposes of long service leave, maternity leave, professional development leave, purchased leave arrangements, half pay recreation leave and other leave arrangements that may arise during the term of the *Medical Officers' (Queensland Health) Certified Agreement (No.2) 2009*.
- (f) For the purpose of clause 4.4.3(e) services will be considered continuous where it is not broken for periods of more than 12 months, not including any periods of paid or cash equivalent leave.

4.4.4 Any dispute between the parties arising out of this clause will be dealt with in accordance with clause 3.5.

4.5 Contracting out

4.5.1 This clause only applies to an employee engaged as an EB7 employee, BEMS employee, nurse or midwife or Health Practitioner.

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

- (a) in the event of critical shortages of skilled staff;
- (b) the lack of available infrastructure capital and the cost of providing technology;

(c) extraordinary or unforeseen circumstances; or

(d) it can be clearly demonstrated that it is in the public interest that such services should be contracted out.

4.5.3 This clause does not apply to an employee engaged as a Health Practitioner.

Queensland Health agrees that it will include as a condition of all future labour contracts (e.g. cleaning, security) a requirement for contractors to pay wage rates, which are no less favourable in aggregate than current rates in relevant certified agreement EB6 rates of pay for comparable employees. This provision will apply to all relevant tenders called and relevant contracts entered into on or after the date of the certification of this agreement.

4.5.4 *Consultation Processes - General*

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

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

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

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

4.5.5 *Consultation Processes - Emergent Circumstances*

(a) The employer can contract out or lease current services without reference to the EB7IG or BEMS SBU or NaMIG or HPCG in cases where any delay would cause immediate risks to patients and/or detriment to the delivery of public health services to the Queensland public.

(b) In all cases information must be provided to the next EB7IG or BEMS SBU or NaMIG or HPCG meeting for review in relation to these cases and to assist in determining strategies to resolve any issues that arise. These circumstances would include:

- (i) in the event of critical shortages of skilled staff; or
- (ii) extraordinary or unforeseen circumstances.

4.5.6 *Approval*

(a) Regarding the lack of available infrastructure capital and the cost of providing technology, and where it can be clearly demonstrated that it is in the public interest that such services should be contracted out, contracting out cannot occur until agreement is sought at EB7IG or BEMS SBU or NaMIG or HPCG, provided that such agreement will not unreasonably be withheld.

4.5.7 Any dispute between the parties arising out of this clause will be dealt with in accordance with clause 3.5.

4.6 **Contracting in**

4.6.1 This clause only applies to an employee engaged as a EB7 employee, BEMS employee or Health Practitioner.

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

- 4.6.3 Organisational units will bid for work currently out-sourced to contractors, unless otherwise agreed between the parties and subject to any legislative requirements.
- 4.6.4 In-sourcing will be undertaken where it can be demonstrated that work is competitive on an overall basis, including quality and the cost of purchase and maintenance of any capital equipment required to perform the work. Where the employer requires that in-sourced work is performed by work units which specify industry accepted standards of accreditation or minimum qualifications for their performance, these requirements must also be met by external bidders. At the expiry of existing contracts, the employer commits to in-source work unless the cost of in-sourcing the work is demonstrated to be greater than five percent higher than outsourced arrangements once cost comparisons between direct and contract labour have been made. This will not prevent the use of contract extension clauses while this process continues.
- 4.6.5 Training for managers to undertake costings and bids will be provided on an ongoing basis.
- 4.6.6 Special consideration will be given in circumstances where appropriate deployees are available to provide a service. In these cases, latitude will exist in relation to price competitiveness. This latitude will be quantified and agreed between the parties at the EB7IG or BEMS SBU or HPCG.
- 4.6.7 Subject to this clause, existing contract arrangements will not be extended to new or replacement facilities. Opportunity will be given for in-house staff to undertake the work as outlined above. It is acknowledged that new or replacement facilities are not to be treated as greenfield sites.
- 4.6.8 This clause only applies to an employee engaged as an EB7 employee.

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

- (a) ensure that offer documents include key performance and quality criteria to be addressed by all bidders/tenderers;
 - (b) provide independent in-house advice and assistance to in-house staff in the preparation of business cases;
 - (c) ensure that offers are evaluated on the basis of cost (which includes the contractor basing their price on a minimum of EB6 rates of pay), quality, timeliness and ability to maintain specified key performance criteria;
 - (d) include a mechanism for monitoring and continuous improvement; and
 - (e) ensure that these mechanisms are relevant and appropriate.
- 4.6.9 Once a decision has been made by the employer the appropriate outcome will be implemented. Neither party will seek to disrupt or delay the implementation of the approved outcome. Should the relevant union consider that a fair comparison has not been made then the matter should be referred to the EB7IG or BEMS SBU or HPCG for resolution. This must occur in a timely manner.
- 4.6.10 The employers preferred policy position is to in-source the maintenance of its technology after the expiry of the standard manufacturer's warranty where feasible. There will be no extension of warranties in those circumstances where appropriate in-house maintenance is available.
- 4.6.11 The employer will ensure that, where possible, contracts for the supply or warranty of technology include a component of training to ensure in-house maintenance remains possible. The parties acknowledge that external maintenance of certain complex technology will occur where in-house maintenance is not feasible.
- 4.6.12 This clause only relates to an employee engaged as a EB7 employee or Health Practitioner.

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

- 4.6.13 Any dispute between the parties arising out of this clause will be dealt with in accordance with clause 3.5.

4.7 Guidelines for engagement of contractors

- 4.7.1 This clause only applies to an employee engaged as a BEMS employee.

4.7.2 Engagement of contractors

The Building, Engineering & Maintenance Service (BEMS) are separated into four categories:

- (a) Planned Maintenance;
- (b) Corrective Maintenance (Breakdown/repairs);
- (c) Minor Works; and
- (d) Major Works.

- 4.7.3 Queensland Health considers the BEMS department's principal focus is the coordination and provision of planned maintenance and corrective maintenance (breakdown/repairs). However, minor works are considered integral to the department, although not essential duties of the BEMS department.
- 4.7.4 Minor Works are those tasks generated through requests by units and divisions for example accommodation changes and/or upgrade of an area. Major Works are the responsibility of the Planning Unit (or equivalent) and include master planning and/or capital development. Minor works should include a new shelf, power point or the like. It could include a room refurbishment. This work will have been included in the workload model CMMS or will come to BEMS via a work request following a District approval process based on delegation schedules. Major works are the larger projects funded and managed from within the District's resources and outside the workload model, they will be funded from Districts reserves or special allocations. The design and project management will be done at District level.
- 4.7.5 The parties to this Agreement acknowledge that Queensland Health will, from time to time, require the use of external contractors to meet changing demand in workload.
- 4.7.6 The parties recognise that circumstances may arise in Queensland Health where the use of contractors is either desirable or essential. These circumstances are seen to be within the following guidelines:
- (a) in the event of critical shortage or skilled staff;
 - (b) the lack of available infrastructure capital and the cost of providing technology;
 - (c) extraordinary or unforeseen circumstances; or
 - (d) it can be clearly demonstrated that it is in the public interest that such services should be contracted out.
- 4.7.7 All major new projects works will be contracted out unless otherwise determined by District Management. For the Princess Alexandra Hospital Health Service District and Royal Brisbane and Women's Hospital Health Service District this will be a total cost of \$300,000 for all other Districts this will be a total cost of \$100,000.
- 4.7.8 The BEMS department through the Manager BEMS will be given the opportunity to bid for Major Works under \$100,000 (for Princess Alexandra Hospital Health Service District and Royal Brisbane and Women's Hospital Health Service District this will be \$300,000) according to the principles in 4.7.9 below.
- 4.7.9 *Principles*
- (a) Principal focus of BEMS remains repairs and maintenance of hospital assets as identified by Computerised Maintenance Management System (CMMS) to ensure safe delivery of patient care.
 - (b) Repairs and Maintenance must be up to date for BEMS to bid for Major work projects.
 - (c) Project work cannot, under any circumstances compromise principal focus outcomes.
 - (d) A Major Work project, by definition, encompasses all aspects of the work required.
 - (e) Any staff engaged by BEMS above staff establishment for project work, will be engaged for the life of the project only and all contracts should reflect this and be accordance with IRM 1.2 Temporary/Fixed Term Appointment (or replacement HR Policy). As project workers, their contract will cease at the end of the project and cannot at any time be seen as core staff members of the BEMS. These staff will be managed separately to the maintenance staff.
 - (f) The BEMS must have the appropriate expertise to carry out the works to an acceptable standard.
 - (g) The District Executive will determine the priorities of the projects based upon the needs and requirements of the Health Service Districts.

- (h) Projects not managed by BEMS will be overseen on behalf of the hospital by the Planning unit (or equivalent). However, BEMS staff will be required to liaise with the Principal contractor for works undertaken to ensure their compliance with District Standards and systems. District Planning Unit (or equivalent) is to consult regarding specifications and materials used in the project.

4.7.10 *Process*

- (a) The District will make available, via its master strategic and service planning, or as required, the list of projects relating to service planning on campus for the financial year.
- (b) BEMS will consider their ability to manage the projects within the parameters of the principles set out above.
- (c) A decision will be made by the BEMS as to which projects are achievable and those they seek to provide a bid for.
- (d) A meeting will be convened with the Director BEMS (including relevant Trade Mangers or equivalent), the Director Corporate Services and the Director, Service Planning (or equivalent) who will review the project proposals and advise the BEMS Department whether to proceed with the bid and participate with the tender process for the project.

4.7.11 *Consultation*

- (a) Where the employer seeks to contract out (or lease) services, the relevant elected union delegate will be consulted as early as possible.
- (b) The employer will ensure that all relevant elected union delegates are aware of any proposals to contract out as per EB6 Agreement put in clauses. It is the responsibility of the relevant elected union delegate to participate fully in discussions on any proposals to contract out.
- (c) The employer will provide a list of the project's that are to be progressed.

4.7.12 Any dispute between the parties arising out of this clause will be dealt with in accordance with clause 3.5.

4.8 Permanent employment

4.8.1 This clause only applies to an employee engaged as an EB7 employee or BEMS employee.

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

4.8.3 Any dispute between the parties arising out of this clause will be dealt with in accordance with clause 3.5.

4.9 Permanent employment of long term temporary employees to tenured status

4.9.1 This clause only applies to an employee engaged as an EB7 employee or BEMS employee.

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

4.9.3 Any dispute between the parties arising out of this clause will be dealt with in accordance with clause 3.5.

4.10 Replacement of existing staff

4.10.1 This clause only applies to an employee engaged as an EB7 employee, BEMS employee and Health Practitioner.

4.10.2 This clause shall not have application in instances of organisational change.

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

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

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

4.10.5 Where an issue that can legitimately extend the time to fill arrangements set out above, for example genuine demonstrated reductions in workload, or seasonal issues (e.g. Christmas/New Year closure period), a proposal from management to extend the replacement period, or postpone the replacement, shall be forwarded to the next scheduled consultative forum for agreement, or relevant union for agreement, if the consultative forum cannot be accessed. Should the consultative forum not agree to the extension the matter shall be referred to the next EB7IG or BEMS SBU or HPCG meeting for determination.

4.10.6 Any dispute between the parties arising out of this clause will be dealt with in accordance with clause 3.5.

4.11 Replacement of existing staff and reporting of staffing levels - Medical Officer

4.11.1 This clause only applies to an employee engaged as a Medical Officer.

4.11.2 It is expected that local management will commence reasonable action to replace medical officers who resign, terminate, transfer or are promoted, as soon as is practicable after notification of the potential vacancy is received.

4.11.3 The MOCA2 CG will have a role in monitoring medical officer staffing levels within Queensland Health. To assist the MOCA2 CG to undertake this role, it is agreed that various Queensland Health facilities may be required to provide the MOCA2 CG with detailed information on medical officer staffing levels and the actions that have been taken to replace medical officers who have either resigned, terminated, transferred, or been promoted.

4.11.4 The MOCA2 CG will agree the scope and frequency of such reporting taking into consideration the accuracy of available information, the work involved in preparing such data and whether the information will assist in furthering positive cultural change in Queensland Health.

4.11.5 Any dispute between the parties arising out of this clause will be dealt with in accordance with clause 3.5.

4.12 Workload management - nurses and midwives

4.12.1 This clause only applies to an employee engaged as a nurse or midwife.

4.12.2 The Business Planning Framework: a tool for nursing workload management (BPF), and any agreed variations, is the tool for managing nursing and midwifery resources and workload management. The parties also recognise that professional judgement is a valid criterion for deeming a definitive staffing level of nurses and midwives as being safe.

4.12.3 The business planning approach to nursing/midwifery resource management focuses on achieving a balance between service demand and the supply of nursing resources necessary to meet the identified demand.

4.12.4 The service profile will detail hours per patient day (or occasions of service where relevant) in each clinical unit and will be varied in accordance with changing acuity and activity. Notional, ward/unit based nurse: patient ratios will be defined. Patient safety and sustainable workloads will be the guiding principles in defining the nursing/midwifery hours required.

4.12.5 The BPF will be used daily to identify minimum, consistent and enforceable nursing/midwifery hours per patient day (or per occasion of service) for clinical units on a shift by shift basis.

4.12.6 A maximum number of available beds per clinical unit will be calculated by reference to the rostered productive hours and the Nursing Hours per Patient Day (NHPPD) for the clinical unit on any particular day.

4.12.7 Bed availability will be defined at the clinical unit level in accordance with the productive nursing hours available.

4.12.8 Any bed closure will occur within the context of the integrated bed management arrangements of the facility.

4.12.9 Training in the application of the BPF will be provided to develop specialists in the application of the tool across all facilities under the guidance of a dedicated project officer.

4.12.10 *Nursing workload committee*

- (a) Each District will establish a joint employer/union workloads committee (a Steering Committee or Nursing Consultative Forum can be agreed alternatives) to deal with issues of nursing/midwifery workload management. The committee or consultative forum will provide specialist advice, training and workload management review, in relation to the local application of the tool and with grievances or disputes relating to its application.

4.12.11 *Nursing workloads grievance procedure*

- (a) Any concern, grievance or dispute relating to nursing workload will be resolved by following the steps set out below. Any nurse/midwife, management or union representative may raise a grievance or dispute under this procedure.

(b) Step 1

If a concern or grievance is raised regarding a staffing issue it is to first be raised at ward/unit level with the Grade 7 nurse responsible for the purpose of ensuring that the BPF, a tool for nursing workload management, has been correctly applied. The discussion should take place within 24 hours.

(c) Step 2

If the grievance cannot be resolved at Step 1, the matter must be taken to the officer designated as the Nurse Executive (that is, Nursing Director - Nurse Grade 9 and above, depending on the nursing executive structure of the facility).

(d) Step 3

If the matter is still unable to be resolved at Step 2, it should be referred to the Workload Management Committee/Steering Committee/Nursing Consultative Forum for advice and recommendation. The matter should be referred to the next immediate meeting of the Committee/Forum. It would be expected that the Director of Nursing and the responsible union official would then confer on the recommendations, and that suitable action would be taken to resolve the grievance.

(e) Step 4

If the grievance cannot be resolved at Step 3, it will be referred to a specialist panel for the determination of an outcome. The specialist panel should be constituted and meet in a manner to most effectively and efficiently resolve the workload grievance. The specialist panel will be convened for the purpose and will include:

- (i) a nurse management nominee; and
- (ii) a union nominee.

Both the nurse management nominee and the Union nominee must be a nurse trained in the application of the BPF.

(f) Step 5

If the grievance cannot be resolved at Step 4, either party may refer the matter to the Commission for its assistance which will include conciliation and, if necessary, arbitration.

4.13 HR policy (IRM) preservation

4.13.1 *EB7 employees*

- (a) This clause only applies to an employee engaged as an EB7 employee.

- (b) Certain matters that apply to employees covered by the *Queensland Public Health Sector Certified Agreement (No.7) 2008* will be preserved and incorporated as terms of this Award and contained within Schedule 4 of this Award.
- (c) The matters contained within Schedule 4 as they apply to employees covered by the *Queensland Public Health Sector Certified Agreement (No.7) 2008* cannot be amended unless agreed by the parties.
- (d) Any increases in monetary amounts as a result of the Queensland Industrial Relations Commission decisions, government policy, or Directives under the *Health Services Act 1991* or *Health and Hospitals Network Act 2011* will be applied.

4.13.2 BEMS employees

- (a) This clause only applies to an employee engaged as a BEMS employee.
- (b) Certain matters that apply to employees covered by the *Queensland Health Building, Engineering & Maintenance Services Certified Agreement (No.4) 2008* will be preserved and incorporated as terms of this Award and contained within Schedule 5 of this Agreement.
- (c) The matters contained within Schedule 5 as they apply to employees covered by the *Queensland Health Building, Engineering & Maintenance Services Certified Agreement (No.4) 2008* cannot be amended unless agreed by the parties.
- (d) Any increases in monetary amounts as a result of the Queensland Industrial Relations Commission decisions, government policy, or Directives under the *Health Services Act 1991* or *Health and Hospitals Network Act 2011* shall be applied.

4.13.3 Health Practitioners

- (a) This clause only applies to an employee engaged as a Health Practitioner.
- (b) Certain matters that apply to employees covered by the *Health Practitioners' (Queensland Health) Certified Agreement (No.2) 2011* will be preserved and incorporated as terms of this Award and contained within Schedule 6 of this Award.
- (c) The matters contained within Schedule 6, as they apply to employees covered by the *Health Practitioners' (Queensland Health) Certified Agreement (No.2) 2011*, cannot be amended unless agreed by the parties. If matters are amended, the matters will be incorporated as a term of this Agreement.

4.13.4 Nurses and midwives

- (a) This clause only applies to an employee engaged as a nurse or midwife.
- (b) Certain matters that apply to nurses and midwives covered by the *Nurses and Midwives (Queensland Health) Certified Agreement (EB7) 2009* will be preserved and incorporated as terms of this Award and contained within Schedule 7 of this Award.
- (c) The matters contained in Schedule 7 as they apply to nurses and midwives covered by the *Nurses and Midwives (Queensland Health) Certified Agreement (EB7) 2009* cannot be amended unless agreed by the parties.
- (d) Any increases in monetary amounts as a result of the Queensland Industrial Relations Commission decisions, government policy, or Directives under the *Health Services Act 1991* or *Health and Hospitals Network Act 2011* shall be applied.

4.13.5 Any dispute between the parties arising out of this clause will be dealt with in accordance with clause 3.5.

PART 5 - WAGES AND WAGE RELATED MATTERS

No provisions inserted in this Award relevant to this Part.

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

No provisions inserted in this Award relevant to this Part.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

No provisions inserted in this Award relevant to this Part.

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

No provisions inserted in this Award relevant to this Part.

PART 9 - TRAINING AND RELATED MATTERS

No provisions inserted in this Award relevant to this Part.

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

No provisions inserted in this Award relevant to this Part.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS**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) has made a written request to the employer that they do not want their 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

- (a) An authorised industrial officer is entitled to discuss with the employer, or a member or employee eligible to become a member of the Union:
 - (i) matters under the Act during working or non-working time; and
 - (ii) any other matter with a member or employee eligible to become a member of the Union, during non-working time.

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 Justice and Attorney General, 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 Industrial relations education leave

11.3.1 *Industrial relations education leave - general*

- (a) This clause only applies to an employee engaged as a public service employee, DHS employee, nurse or midwife, PSMO, MSRPP/MORPP or DHS SMO/RMO.

- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.

11.3.2 Trade union training leave - building trades employees

- (a) This clause only applies to an employee engaged as a building trades employee.
- (b) A union delegate or duly elected or appointed union representative will, upon written application by the Union to the employer, such application being endorsed by the Union and given to the employer at least 2 months in advance (or such lesser period as mutually agreed between the Union and the employer/s), be granted up to 5 working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses or seminars conducted by the by the Union. The scope, content and level of such courses or seminars must be such as to contribute to a better understanding of industrial relations within the employer's operations.
- (c) For the purposes of clause 11.3.2 "ordinary pay" shall mean at the ordinary weekly rate paid to the employee exclusive of any allowance for travelling time and fares or shift work.
- (d) The granting of such leave shall be subject to the following conditions:
 - (i) An employee must have at least 12 months uninterrupted service with an employer prior to such leave being granted.
 - (ii) Clause 11.3.2(b) shall not apply to an employer with less than 5 full-time employees bound by the Award.
 - (iii) The maximum number of employees of one and the same employer attending a course or seminar at the same time will be as follows:

(A) Where the employer employs from 5 to 100 employees	2
(B) Where the employer employs over 100 employees	4

Provided that where the employer has more than one place of employment in Queensland, then the formula above shall apply to the number of employees employed in or from each individual place of employment.

- (iv) The granting of such leave shall be subject to the convenience of the employer so that the operations of the employer will not be unduly affected.
- (v) The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the employer's operations.
- (vi) In granting such paid leave, the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.

(vii) Leave granted to attend courses will not incur additional payment if such course coincided with the employee's day off in the 19 day month working arrangements or with any other concessional leave.

(viii) Such paid leave will not affect other leave granted to employees under the Award.

11.3.3 Trade union training leave - engineering employees

- (a) This clause only applies to an employee engaged as an engineering employee.
- (b) A union delegate or duly elected or appointed union representative shall, upon written application by the Union to the employer, such application being endorsed by the Union and given to the employer at least 6 weeks in advance (or such lesser period as mutually agreed between the Union and employer/s), be granted up to 5 working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses or seminars conducted by the Union or specific training courses approved and accredited by the Union. The scope, content and level of such courses or seminars shall be such as to contribute to a better understanding of industrial relations within the employer's operations.
- (c) Other courses mutually agreed between the Union and an employer, or employers, may be included under clause 11.3.3.
- (d) Any written application by the Union seeking release of a delegate or representative to attend a course shall include details of the type and content of the course to be attended as well as the dates upon which the course is proposed to be conducted. The written application by the Union will direct the employer to clause 11.3.3 and to the requirement to respond to such request within 14 days in accordance with clause 11.3.3(f)(iv).
- (e) For the purposes of clause 11.3.3 "ordinary pay" means the ordinary weekly rate paid to the employee exclusive of any allowances or penalty rates for travelling time, fares, shift work or overtime.
- (f) The granting of such leave shall be subject to the following conditions:
- (i) the employee must have at least 6 months' continuous service with the employer prior to such leave being granted and be an elected union delegate/representative;
 - (ii) unless otherwise agreed the maximum number of ordinary hours of trade union training leave which an employer shall be required to grant each year will be as follows:

No. of employees engaged pursuant to this Award	No. of ordinary hours trade union training leave per calendar year	Maximum absence at one time
Up to 15	38 hours	1
16 up to 30	76 hours	2
31 up to 50	114 hours	3
51 or more	152 hours	4
 - (iii) the granting of such leave shall be subject to the convenience of the employer so that the operations of the enterprise will not be adversely affected;
 - (iv) the employer shall advise the Union within 14 days whether the application for trade union training leave has been agreed or otherwise. If the request is not agreed to, the employer shall state the reasons for such rejection.
 - (v) if the Union does not accept the reasons for rejection provided by the employer, any dispute will be resolved in accordance with the grievance and dispute settling procedure at clause 3.4.2.
 - (vi) in granting such paid leave, the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted by the employer to cover the absence of the employee;
 - (vii) leave granted to attend such training courses will not incur any additional payment or alternate time off if such course coincides with an employee's rostered day off;
 - (viii) such paid leave will not affect other leave granted to employees under this Award; and
 - (ix) on completion of the course the employee shall, upon request, provide to the employer proof of their attendance at the course. Except in the case of sick leave or other authorised leave, non-attendance at a training course will result in the employee not being paid for such time.

- (g) Clause 11.3.3 shall not apply to an employer that employs employees, whether under this Award or not, working a total of fewer than 190 hours per week, excluding overtime.

11.4 Posting of award

A true copy of this Award must be exhibited in a conspicuous and convenient place on the Premises of the employer so as to be easily read by employees.

11.5 Union encouragement

11.5.1 Union encouragement - general

- (a) This clause only applies to an employee engaged as a DHS employee, nurse or midwife, DHS SMO/RMO or MSRPP/MORPP.
- (b) 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.
- (c) Where requested by a union who is party to this Award, payroll deduction facilities for union subscriptions will be available.
- (d) Information on relevant unions (which will be supplied by unions) will be made available to relevant employees at the point of engagement.
- (e) 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.

11.5.2 Union encouragement - public service

- (a) This clause only applies to an employee engaged as a public service employee or PSMO.
- (b) The parties recognise the right of individuals to join a union and will encourage that membership. However, it is also recognised that union membership remains at the discretion of individuals.
- (c) An application for union membership and information on the relevant union/s will be provided to all employees at the point of engagement.
- (d) Information on the relevant union(s) will be included in induction materials.
- (e) Union representative(s) will be provided with the opportunity to discuss union membership with new employees.
- (f) Where requested by public sector unions, agencies and public sector units will provide payroll deduction facilities for union subscriptions.

11.5.3 Union encouragement - engineering and building trades employees

- (a) This clause only applies to an employee engaged as an engineering employee or building trades employee.
- (b) This clause gives effect to section 110 of the Act in its entirety. Consistent with section 110, a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of the Union.
- (c) Documentation to be provided by employer
 - (i) At the point of engagement, the employer shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the Premises of the employer in a place readily accessible by each employee.
 - (ii) The document provided by the employer shall also identify the existence of a union encouragement clause in this Award.
- (d) Deduction of union fees

Where arrangements can be entered into, employers are encouraged to provide facilities for the deduction and remittance of union fees for employees who signify in writing to their employer their desire to have such membership fees deducted from their wages.

11.6 Union delegates

11.6.1 Union delegates' assistance - general

- (a) This clause only applies to an employee engaged as a DHS employee; nurse or midwife, DHS SMO/RMO or MSRPP/ MORPP.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.

11.6.2 Union delegates' assistance - public sector

- (a) This clause only applies to an employee engaged as a public sector employee and PSMO.
- (b) 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.
- (c) 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.
- (d) 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. Such facilities include: telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. It is expected that management and delegates will take a reasonable approach to responsible use of such facilities for information and communication purposes.
- (e) 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.

11.6.3 Union delegates - engineering and building trades

- (a) This clause only applies to an employee engaged as an engineering or building trades employee.
- (b) Union delegates and job representatives have a role to play within a workplace. The existence of accredited union delegates and/or job representatives is encouraged.
- (c) The employer shall not unnecessarily hinder accredited union delegates and/or job representatives in the reasonable and responsible performance of their duties.

11.6.4 Leave to undertake work with relevant union

- (a) This clause only applies to an employee engaged as public sector employee, DHS employee, nurse or midwife, DHS SMO/RMO, MSRPP/MORPP or PSMO.
- (b) At the discretion of the employer, employees may be granted special leave without salary to undertake a period of work with the relevant union.

11.7 Collective industrial relations

- 11.7.1 Queensland Health is committed to collective agreements with unions and does not support non-union agreements or Australian Workplace Agreements.
- 11.7.2 The parties to this Award acknowledge that structured, collective industrial relations will continue as a fundamental principle. The principle recognises the important role of unions in the workplace and the traditionally high levels of union membership in the workplaces subject to this Award.
- 11.7.3 The parties to this Award support constructive relations between the parties and recognise the need to work co-operatively in an open and accountable way.
- 11.7.4 This clause only applies to an employee engaged as EB7 employee, BEMS employee or Health Practitioner.

Agreed arrangements regarding "union encouragement", "Leave to Undertake Work with Relevant union", "Industrial Relations Education Leave" and "Union Delegates Assistance" form part of Schedules 4, 5 and 6 of this Award.
- 11.7.5 Any dispute between the parties arising out of this clause will be dealt with in accordance with clause 3.5.

Schedule 1 - Awards and agreements that apply to employees of Queensland Health and District Health Services

Building Trades Public Sector Award - State 2003

District Health Services Employees' Award - State 2003

District Health Services - Senior Medical Officers' and Resident Medical Officers' Award - State 2003

Engineering Award - State 2002

Medical Superintendents with Right of Private Practice and Medical Officers with Right of Private Practice - Queensland Public Hospitals Award - State 2003

Public Service Medical Officers' Award - State 2003

Queensland Health Nurses and Midwives Award - State 2011

Queensland Public Service Award - State 2003

Queensland Public Health Sector Certified Agreement (No. 7) 2008

Queensland Health Building, Engineering & Maintenance Services Certified Agreement (No. 4) 2008

Health Practitioners' (Queensland Health) Certified Agreement (No.2) 2011

Nurses and Midwives (Queensland Health) Certified Agreement (EB7) 2009

Medical Officers' (Queensland Health) Certified Agreement (No.2) 2009

Schedule 2 - Awards provisions that apply to employees of Queensland Health

Queensland Public Service Award - State 2003

1.5 Award coverage

1.5.1 This Award applies to employees engaged in the Public Service of the State of Queensland whose salaries or rates of pay are fixed by this Award and who are for the purposes of this Award:

- (a) appointed pursuant to section 67 of the *Public Service Act 1996*; or
- (b) appointed pursuant to section 113 of the *Public Service Act 1996*; and

for those other persons who were employees of the Public Service at the date of the commencement of the *Public Service Act 1996*.

1.5.2 The provisions of the *Public Service Act 1996* and the Regulations made pursuant to this Act apply to employees where applicable and should be read in conjunction with this Award.

1.5.3 The provisions of this Award apply provided that where a Schedule to the Award applies to a classification or employees of an agency, the provisions of the Schedule apply to the extent specified or to the extent of any inconsistency.

District Health Services - Senior Medical Officers' and Resident Medical Officers' Award - State 2003

5.1.5 "Resident Medical officer" means a medical practitioner appointed as an Intern, a Junior House Officer, a Senior House Officer, a Principal House Officer, a Registrar or a Senior Registrar by any Health Services District and the Mater Misericordiae Health Services Brisbane Limited, trading as Mater Public Hospitals, South Brisbane.

5.1.7 "Senior Medical Officer" includes a Medical Superintendent, Deputy Medical Superintendent, Assistant Medical Superintendent, Senior Staff Specialist, General Practitioner and Medical Officer.

Building Trades Public Sector Award - State 2002

1.4 Award coverage

1.4.1 Subject to the exclusions contained herein, this Award shall apply to the Queensland State Government, Government Instrumentalities, Local Authorities including the Brisbane City Council, and to private sector employers involved in the maintenance and the construction of bulk sugar terminals and sugar mills and their employees when engaged in a classification contained herein on any of the following work:

- (a) the preparation, manufacturing or assembly of joinery and/or shopfitting components in a workshop, factory, or yard.
- (b) all aspects of masonry work performed in a cemetery, or, stonemasonry workshop, factory, or yard.
- (c) the manufacture and working of all types of glass, including glass laminate, clear plastic, sheet acrylic or any substitute therefore in a workshop or factory. Such work shall include, but not be limited to, designing, bevelling, cutting, embossing or glazing by hand or machine, painting, silvering, sandblasting, bending etc. and every process incidental thereto, provided that this Award shall not apply where an employer is in the business of principally carrying out glass bevelling work.
- (d) all facets of plumbing work performed in a workshop, factory or yard, or on-site.
- (e) the manufacture of signs as well as signwriting work in a workshop, factory, or yard.
- (f) the demolition of buildings, the construction of new buildings, the construction of additions to existing buildings, and the necessary alterations of existing buildings, to make them conform to any new additions.
- (g) maintenance work as defined.

1.4.2 This Award shall not apply where employees are:

- (a) Private sector employers and their employees, except as specified in clause 1.4.1.

- (b) Engaged on station properties who in the ordinary course of their duties as station hands use tradesperson's tools.
- (c) Engaged under the *Furniture and Allied Trades Award - State 2002*.
- (d) Engaged under the *Forest Resources Industry Award - State 2002*.
- (e) Engaged under the *Brisbane City Council - Construction, Maintenance and General Award 2002*.
- (f) Engaged under the *Local Government Employees' (Excluding Brisbane City Council) Award - State 2002*.
- (g) Engaged under the *Building Products, Manufacture and Minor Maintenance Award - State 2002*.
- (h) Specifically covered by any other Award or Industrial Agreement.

District Health Services Employees' Award - State 2003

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; and
- (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.

Engineering Award - State 2002

1.5 Award coverage

1.5.1 Subject to the exemptions listed in clauses 1.5.2 and 1.5.3, this Award shall apply throughout the State of Queensland to employees and employers of such employees engaged in the industries and occupations of engineering, metal working, electrical/electronic, fabricating and vehicle building and to all their branches and all allied industries who were previously covered by one of the following Awards:

- (a) *Coach and Motor Body Building Industry and Farriers' Award - State*;
- (b) *Electrical Engineering Award - State*;
- (c) *Electroplaters' Award - State*;
- (d) *Engine Drivers' Award - State* (in regard to classifications transferred from that Award and (e) appearing in Schedule 16);
- (e) *Mechanical Engineering Award - State*;
- (f) *Sheet Metal Workers' Award - State*; and
- (g) *Typewriter, Adding, Cash Register and other similar Machines Mechanics' Award - State*.

Or who would have been covered by these awards had they not been rescinded; employees and employers of such employees in those industries and occupations above for whom classifications and wage rates are prescribed by this Award:

Provided that those provisions inserted into this Award for "illustrative purposes" only, are excluded.

1.5.2 This Award shall not apply to any employee or employer who is covered by:

- (a) Any other award in force;
- (b) ...
- (c) ...

1.5.3 Other exemptions

employees classified at levels C5 and higher may agree in writing with the employer not to be bound by the conditions of this Award excepting:

- Annual leave;
- Long service leave;
- Sick leave;
- Public holidays
- Family leave;
- Superannuation;
- Grievance and dispute settling procedure;
- Union encouragement; and
- Termination change and redundancy:

Provided that the overall terms and conditions of employment agreed to under such arrangements shall not be less favourable than the provisions of this Award as a whole. A true copy of any such agreement shall be supplied to the employee forthwith after signing by all parties.

Queensland Health Nurses and Midwives Award - State 2011

1.4 Award coverage

1.4.1 This Award applies to employees of the various Health Services Districts in Queensland Health whose rates of wages/salaries are prescribed in this Award.

1.4.2 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.

Medical Superintendents with Right of Private Practice and Medical Officers with Right of Private Practice - Queensland Public Hospitals Award - State 2003

1.8.6 "Medical Superintendents with Right of Private Practice" or "Medical Superintendent" means a Medical Practitioner appointed to perform administrative and clinical duties in accordance with clause 4.2 and who is also engaged in the private practice of Medicine.

1.8.7 "Medical Officer with Right of Private Practice" means a Medical Practitioner appointed as such, to perform clinical duties in accordance with clause 4.2. The Medical Officer with Right of Private Practice will also be engaged in the private practice of medicine.

Public Service Medical Officers' Award - State 2003

1.3 Award coverage

This Paid Rates Award applies to Medical Officers employed in the public service for whom classification and salary scales are prescribed in clause 5.1 of this Award and the Chief Executives of the various Departments of the Queensland Public Service as employers in relation to such employees.

Schedule 3 - Agreement provisions that apply to employees of Queensland Health

Queensland Public Health Sector Certified Agreement (No. 7) 2008

1.3 Parties bound

The parties to this Agreement are the:

- (a) Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland, Clerical and Administrative Branch, Union of Employees;
- (b) The Australian Workers' Union of Employees, Queensland;
- (c) Federated Clerks' Union of Australia, North Queensland Branch, Union of Employees;
- (d) Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees;
- (e) Queensland Nurses' Union of Employees;
- (f) The Queensland Public Sector Union of Employees;
- (g) Transport Workers' Union of Australia, Union of Employees (Queensland Branch);
- (h) Queensland Department of Health;
- (i) Health Quality and Complaints Commission;
- (j) Office of the Medical Board of Queensland; and
- (k) Office of Health Practitioner Registration Boards.

Queensland Health Building, Engineering & Maintenance Services Certified Agreement (No. 4) 2008

1.4 Application

This Agreement shall apply to health services conducted by/on behalf of the State of Queensland as follows:

- Employees of Queensland Health (i.e. Health Service Districts) who are employed pursuant to Awards and the Agreement listed in Clause 1.10; the Unions signatory to this Agreement; and to the Director-General Department of Health as the employer in relation to such employees.

1.10 Relationship with awards and other conditions

The Agreement will be read in conjunction with existing Awards and Industrial Agreements covering employees covered by this Agreement.

This Agreement will replace the *Queensland Health Service Districts Building, Engineering and Maintenance Services Certified Agreement (No.3) 2006* and the *Queensland Public Health Sector Certified Agreement (No. 6) 2005*.

Relevant Awards and Agreements are:

- *Building Trades Public Sector Award - State 2002*; and
- *Engineering Award - State 2002*.

The parties agree that where there is any inconsistency between the relevant Award/s and this Agreement, the terms of this Agreement shall prevail to the extent of any inconsistency, for the duration of this Agreement.

The parties agree that where there is any inconsistency between the *Health Services Act 1991* and the Health Services Regulations issued under the *Public Service Act 2008* and this Agreement, the terms of the Act, Regulations and Directives shall prevail to the extent of any inconsistency.

Health Practitioners' (Queensland Health) Certified Agreement (No.2) 2011

4. Coverage

4.1 This Agreement will apply to health practitioners employed by the Queensland Department of Health.

4.2 Health practitioners are:

(a) employees who:

(i) are in disciplines or professions that:

(A) provide a direct contribution to service delivery across the continuum of care to provide integrated health services in one or more of the following program areas:

- (I) acute care;
- (II) ambulatory care;
- (III) rehabilitation;
- (IV) extended care;
- (V) integrated mental health;
- (VI) primary health care; or
- (VII) protection and prevention; and

(B) are directly involved in health protection and prevention, assessment, diagnosis and treatment of patients and to the community; or

(ii) Directly manage and have a professional responsibility for the clinical services provided by employees who meet the definition in clause 4.2(a)(i) of this Agreement; and

(b) employees who are employed in positions:

- (i) that were classified in the professional or technical Streams under the Award or the *Public Service Award - State 2003* as at the date of certification of HPEB1 on 3 January 2008;
- (ii) that were classified as district senior officer or district executive senior officer positions as at the date of certification of HPEB1 on 3 January 2008; or
- (iii) that have been classified as health practitioner positions by the Director-General or authorised delegate.

4.3 Despite anything in clause 4.2, the parties agree that the health practitioner classification structure does not include employees in the following disciplines or professions:

- (a) Accountants;
- (b) Computer Systems Officers;
- (c) Dental Officers;
- (d) Health Information Managers;
- (e) Legal Officers;
- (f) Librarians;
- (g) Medical Education Officers;
- (h) Non-Medical Engineers;
- (i) Optometrists;
- (j) Professional Officers working in policy and program development.

- 4.4 For the purposes of clarity, the parties record that they presently agree that the health practitioner classification structure includes the list of eligible practitioners listed in Schedule 1. The list of eligible practitioners may be added to during the period of the Agreement with the approval of the Director-General or authorised delegate on advice from the Allied Health Workforce Advice and Coordination Unit and the HPCG.

Medical Officers' (Queensland Health) Certified Agreement (No.2) 2009

1.3 Application

This agreement shall apply to health services conducted by/on behalf of the State of Queensland as follows:

- Medical officers employed by Queensland Health (i.e. Health Service Districts, Clinical and Statewide Services, Public Health Services and Corporate Office) who are employed pursuant to awards listed in Clause 1.6; the QPSU; the SDQ; and to the Director-General Department of Health as the employer in relation to such employees; and
- Medical officers employed by the Office of the Medical Board who are employed pursuant to the awards listed in Clause 1.6; the QPSU; the SDQ and to the Executive Officer, Office of the Medical Board as the employer in relation to such employees.

Nurses and Midwives (Queensland Health) Certified Agreement (EB7) 2009

5. Application of agreement

This agreement will apply to the following persons employed by Queensland Health:

- Assistants in Nursing;
- Undergraduate Students in Nursing and Midwifery;
- Enrolled Nurses;
- Enrolled Nurses (Advanced Practice);
- Registered Nurses and Midwives; and
- Nurse Practitioners.

Schedule 4- Preserved human resource policies that apply to employees covered by *Queensland Public Health Sector Certified Agreement (No.7) 2008*

HR Policy group	Old IRM number	Matter
B23	IRM 1.1	Permanent Employment
B24	IRM 1.1-1	Appointments - Permanent &/or Temporary - Commonwealth and/or State funded programs
B25	IRM 1.2	Temporary Employment / Fixed Term Appointments
B26	IRM 1.4	Casual Employment
B27	IRM 1.4-1	Loading for Casual Employees
C29	IRM 2.1-15	Mental Health Allowance - Administrative and Operational Stream Employees
C30	IRM 2.1-20	Environmental Allowance - Mental Health High Security and Extended Secure Units
C31	IRM 2.1-25	Aboriginal and Torres Strait Islanders Health Workers - Special Allowance
D5	IRM 2.2-12	Accommodation Assistance - Rural and Remote Incentive
C32	IRM 2.5-4	Compulsory Christmas/New Year Closure
C33	IRM 2.6-7	Radiation Safety Act 1999 - Application and Licence Fees - "Use" Licences
C34	IRM 2.7-35	Paid Meal Breaks for Certain Switch Attendants Who are Continuous Shift Workers or Sole Operators
C35	IRM 2.7-36	Uniforms for Administrative Staff
E13	IRM 3.1-2	Workplace Harassment
F3	IRM 3.3-2	Access to Employees Record
E12	IRM 3.5	Grievance Resolution and EB Grievance Settling and Industrial Disputes
F4	IRM 3.6-3	Union Encouragement Guidelines
C36	IRM 4.2-3	Commencing Rates Administrative Stream
C37	IRM 4.4-6	Advancement - Administrative Stream Level 1 to Level 2
B28	IRM 4.5	Higher Duties - District Health Services Employees Award and Public Service Award
B29	IRM 4.8-1	Job Evaluation - Positions covered by the Classification and Remuneration System
B30	IRM 11.1-2	Leave General - Wage Rate Payable for Leave and Termination Payment immediately following periods of higher duties
C38	IRM 11.4-1	Leave - Long Service Leave - Entitlement, Conditions, Pay in Lieu, Cash Equivalent, Casuals, Home Helps, Part-Time and Termination Pay
C39	IRM 11.5-4	Industrial Relations Education Leave
C40	IRM 11.5-17	Special Leave Without Salary to Undertake Work with Relevant Union
C26	IRM 11.7-2	Parental Leave - including spousal, maternity and adoption leave
C26	IRM 11.7-3	Spousal Leave (paid and unpaid) including paid pre-natal leave
	IRM 11.7-4	Maternity leave (paid and unpaid) including paid pre-natal leave
	IRM 11.7-5	Adoption Leave (paid and unpaid) including paid pre-adoption leave
B31	IRM 1.13-9	Appointment of Permanent Relief Staff to Non-Relieving Positions -AdministrativeStream
B32	IRM 1.13-10	Exemption from Open Merit for Positions Reclassified from A02-A03
C35	IRM 2.7-36	Administrative Stream Uniforms
G14	IRM 3.7-8	Targeted Training Allowance - Administrative Stream
I4	IRM 3.8-1	Compensation for Loss of or Damage to Private Property and Personal Effects of Health Service District Employees and for Damage to Visitor's Vehicles

B12	IRM 3.20	Use of Volunteers
C36	IRM 4.2-3	Commencing Rates - Administrative Stream
C37	IRM 4.4-6	Advancement - Administrative Stream - Level 1 to Level 2
B28	IRM 4.5	Higher Duties - District Health Services Employees Award & Public Service Award
B33	IRM 4.5-1	In House Relief Process for Administrative Staff at classification AO3 and above
B34	IRM 4.5-2	Administrative Stream Relief Pools - Guidelines

Schedule 5 - Preserved human resource policies that apply to employees covered by *Queensland Health Building, Engineering & Maintenance Services Certified Agreement (No.4) 2008*

HR Policy group	Old IRM number	Matter
B23	IRM 1.1	Permanent Employment
B24	IRM 1.1-1	Appointments - Permanent &/or Temporary - Commonwealth and/or State funded programs
B25	IRM 1.2	Temporary Employment / Fixed Term Appointments
B26	IRM 1.4	Casual Employment
B27	IRM 1.4-1	Loading for Casual Employees
D5	IRM 2.2-12	Accommodation Assistance - Rural and Remote Incentive
C32	IRM 2.5-4	Compulsory Christmas/New Year Closure
C33	IRM 2.6-7	Radiation Safety Act 1999 - Application and Licence Fees - "Use" Licences
E13	IRM3.1-2	Workplace Harassment
F3	IRM 3.3-2	Access to Employees Record
E12	IRM 3.5	Grievance Resolution and EB Grievance Settling and Industrial Disputes
F4	IRM 3.6-3	Union Encouragement Guidelines
B30	IRM 11.1-2	Leave General - Wage Rate Payable for Leave and Termination Payment immediately following periods of higher duties
C38	IRM 11.4-1	Leave - Long Service Leave - Entitlement, Conditions, Pay in Lieu, Cash Equivalent, Casuals, Home Helps, Part-Time and Termination Pay
C39	IRM 11.5-4	Industrial Relations Education Leave
C40	IRM 11.5-17	Special Leave Without Salary to Undertake Work with Relevant Union
C26	IRM 11.7-2	Parental Leave - including spousal, maternity and adoption leave
C26	IRM 11.7-3	Spousal Leave (paid and unpaid) including paid pre-natal leave
	IRM 11.7-4	Maternity leave (paid and unpaid) including paid pre-natal leave
	IRM 11.7-5	Adoption Leave (paid and unpaid) including paid pre-adoption leave

Schedule 6 - Preserved human resource policies that apply to employees covered by *Health Practitioners' (Queensland Health) Certified Agreement (No.2) 2011*

HR Policy Number	Matter
HR Policy B23	Permanent Employment
HR Policy B24	Appointments - Permanent &/or Temporary - Commonwealth and/or State Funded Programs
HR Policy B25	Temporary Employment
HR Policy B26	Casual Employment
HR Policy B27	Loading for Casual Employees
HR Policy D5	Accommodation Assistance - Rural and Remote Incentive
HR Policy C32	Compulsory Christmas / New Year Closure
HR Policy C33	<i>Radiation Safety Act 1999</i> - Application and Licence Fees - 'Use' Licences
HR Policy E13	Workplace Harassment
HR Policy F3	Access to Employees Record
HR Policy E12	Grievance Resolution
HR Policy F4	Union Encouragement
HR Policy B28	Higher Duties
HR Policy B30	Leave and Termination Payment Immediately Following Periods of Higher Duties
HR Policy C38	Long Service Leave - Entitlement, Conditions, Pay in Lieu, Cash Equivalent, Casuals, Home Helps, Part-Time, Voluntary Reversion and Termination Pay
HR Policy C39	Industrial Relations Education Leave
HR Policy C40	Special Leave Without Salary to Undertake Work with Relevant Union
HR Policy C26	Parental Leave

Schedule 7 - Preserved human resource policies that apply to employees covered by *Nurses and Midwives (Queensland Health) Certified Agreement (EB7) 2009*

This schedule incorporates employment policies as terms of this Award. The relevant policies are as follows:

HR Policy group	Old IRM number	Matter
B23	IRM 1.1	Permanent Employment
B24	IRM 1.1-1	Appointments - Permanent and/or Temporary - Commonwealth and/or State Funded Programs
B25	IRM 1.2	Temporary Employment / Fixed Term Appointments
B26	IRM 1.4	Casual Employment
B38	IRM 1.0-2	Graduate Nurse Employment
B39	IRM 2.5-20	Unlimited Hours - Directors of Nursing and Assistant Directors of Nursing
C2	IRM 2.7-17	Remote Area Nursing Incentive Package (RANIP)
C30	IRM 2.1-20	Environment Allowance - Mental Health High Secure and Extended Secure Units
C32	IRM 2.5-4	Compulsory Christmas/New Year Closure
C38	IRM 11.4-1	Leave - Long Service Leave - Entitlement, Conditions, Pay in Lieu, Cash Equivalent, Casuals, Home Helps, Part-Time and Termination Pay
C39	IRM 11.5-4	Industrial Relations Education Leave
C40	IRM 11.5-17	Special Leave Without Salary to Undertake Work with Relevant Union
C26	IRM 11.7-2	Parental Leave - including spousal, maternity and adoption leave
	IRM 11.7-3	Spousal Leave (paid and unpaid) including paid pre-natal leave
	IRM 11.7-4	Maternity leave (paid and unpaid) including paid pre-natal leave
	IRM 11.7-5	Adoption Leave (paid and unpaid) including paid pre-adoption leave
C50	IRM 11.6-1	Seminar and Conference Leave - Within and Outside Australia
D5	IRM 2.2-12	Accommodation Assistance - Rural and Remote Incentive
F4	IRM 3.6-3	Union Encouragement Guidelines including: Collective Industrial Relations Union Encouragement Unions Delegates Assistance Commitment to Consultation
G15		Professional Development Package for Nurses Grade 3 (Enrolled Nurses) and above
OHS Policy 2#21	IRM 3.2-1* (repealed)	Workplace Health and Safety
Qld Govt		Organisational Change and Restructuring (Proposals for Organisational Restructure - PSC Policy)
Qld Govt		Job Security (Employment Security - PSC Policy)

Dated 16 February 2012.

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

Operative Date: 16 February 2012
New Award - Queensland Health Framework Award - State
2012

Released: 29 March 2012