

QUEENSLAND HEALTH FRAMEWORK AWARD - STATE 2015

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PART 1 - Title and Operation

1. Title

This minimum safety net Award is known as the *Queensland Health Framework Award - State 2015*.

2. Operation

Subject to s 824 of the Act, this Award shall commence on 31 October 2015 and cease to exist, unless otherwise decided by a Full Bench of the Commission, on 30 June 2016.

3. Definitions and interpretation

Unless the context otherwise requires, in this Award:

Act means the *Industrial Relations Act 1999*

BEMS means Building, Engineering and Maintenance Services

BEMS LCF means a Local Consultative Forum established in accordance with clause 7.8

BEMS SBU means Building, Engineering and Maintenance Services State Bargaining Unit established in accordance with clause 7.9

BEMS employee means an employee covered by the terms of clause 1.3 of the *Queensland Health Building, Engineering & Maintenance Services Certified Agreement (No. 5) 2011*

commission means the Queensland Industrial Relations Commission

chief executive means the chief executive of the Department of Health

department means the Department of Health

EB6 means the *Queensland Public Health Sector Certified Agreement (No. 6) 2005*

EB8 employee means an employee covered by the terms of clause 1.4 of the *Queensland Public Health Sector Certified Agreement (No. 8) 2011*

EB8 IG means EB 8 Implementation Group established in accordance with clause 7.3

employer means:

(a) the chief executive of the department; or

(b) a hospital and health service,

in their capacity as the employer of an employee covered by this Award

health practitioner means an employee covered by the *Health Practitioners' (Queensland Health) Certified Agreement (No. 2) 2011*

HHSCF means a Hospital and Health Service Consultative Forum established in accordance with clause 7.2

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

HPCG means Health Practitioners' Consultative Group established in accordance with clause 7.7

LCF means a Local Consultative Forum established or continued in accordance with clause 7.2

medical officer means a resident medical officer, senior medical officer or medical practitioner with private practice covered by the *Medical Officers' (Queensland Health) Certified Agreement (No. 3) 2012*

MOCA3 IG means Medical Officers Certified Agreement (No. 3) Implementation Group established in accordance with clause 7.4

NaMIG means Nurses and Midwives EB8 Implementation Group established in accordance with clause 7.5

nurse and midwife means an employee covered by the terms of clause 4.2 of the *Nurses and Midwives (Queensland Health) Certified Agreement (EB8) 2012*

union means one of the industrial organisations of employees mentioned in clause 4(c)

4. Coverage

Subject to clause 6, this Award applies to:

- (a) Employees of the Department of Health and hospital and health services whose salaries or rates of pay are prescribed in an award or agreement listed in Schedule 1; and
- (b)
 - (i) the chief executive of the department; and
 - (ii) each hospital and health service,in their capacity as the employer of employees covered by this Award; and
- (c) The following industrial organisations of employees:
 - (i) Australian Salaried Medical Officers' Federation Queensland, Industrial Organisation of Employees;
 - (ii) Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
 - (iii) Plumbers & Gasfitters Employees' Union of Australia, Queensland, Union of Employees;
 - (iv) Queensland Nurses' Union of Employees;
 - (v) Queensland Services, Industrial Union of Employees;
 - (vi) The Australian Workers' Union of Employees, Queensland;
 - (vii) The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
 - (viii) The Electrical Trades Union of Employees Queensland;
 - (ix) Together Queensland, Industrial Union of Employees;
 - (x) Transport Workers' Union of Australia, Union of Employees (Queensland Branch); and

- (xi) United Voice, Industrial Union of Employees, Queensland.

5. Preservation of existing conditions

No employee covered by this Award 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.

6. Relationship with other awards and agreements

- (a) This Award will be read in conjunction with the awards and agreements listed at Schedule 1.
- (b) Where there is an inconsistency between this Award and another award or agreement listed in Schedule 1, the superior entitlement shall prevail to the extent of the inconsistency.
- (c) The provisions of the *Hospital and Health Boards 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.

PART 2 - Consultation, Dispute Resolution and Other Employment Matters

7. Consultation

7.1 Commitment to consultation

- (a) 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.
- (b) 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.
- (c) 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.

7.2 Hospital and Health Service Consultative Forum (HHSCF) and Local Consultative Forums (LCFs)

- (a) Each hospital and health service will establish and maintain a HHSCF and LCFs.
- (b) HHSCF and LCFs or equivalent will continue in accordance with the Terms of Reference agreed by the parties represented on such forums.
- (c) Such forums may include previously titled District Consultative Forums, (DCF) or equivalent.

7.3 EB8 Implementation Group (EB8 IG)

- (a) For the purpose of implementing the *Queensland Public Health Sector Certified Agreement (No. 8) 2011* the EB8 IG will comprise employer and union representatives who are parties to the *Queensland Public Health Sector Certified Agreement (No. 8) 2011*.
- (b) The role of the EB8 IG will include matters referred by the HHSCF or its equivalent.
- (c) Where appropriate, sub-groups of the EB8 IG will be established or maintained.

- (d) The structure and role of the EB8 IG and sub-groups cannot be amended unless agreed by the parties.

7.4 Medical Officers Certified Agreement (No. 3) Implementation Group

- (a) The MOCA3 IG will be the peak consultative forum for medical officers and their unions within Queensland Health and hospital and health services in relation to industrial matters and implementing the *Medical Officers' (Queensland Health) Certified Agreement (No. 3) 2012*.
- (b) The MOCA3 IG shall oversee matters relating to medical officers referred by the HHSCF or its equivalent. Where appropriate, sub-groups of the MOCA3 IG will be established by agreement between the parties.

7.5 Nurses and Midwives Implementation Group (NaMIG)

- (a) The parties agree that an interest based approach (mutual gains) will be adopted to ensure the appropriate implementation of the *Nurses and Midwives (Queensland Health) Certified Agreement (EB8) 2012* 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.
- (b) Such an approach is consistent with affecting the cultural shift required as outlined in the Code of Conduct for the Queensland Public Service. Fair and transparent decision making and an interest based bargaining approach will facilitate the advancement of cultural change within nursing.
- (c) The NaMIG will be comprised of equal representation from Queensland Health, hospital and health services and the QNU and will be established to oversee the implementation of the *Nurses and Midwives (Queensland Health) Certified Agreement (EB8) 2012*. This group will be established and operate in accordance with the agreed Terms of Reference.
- (d) The NaMIG will develop an agreed monitoring framework to measure the implementation of this Award and will report progress to the Queensland Health and hospital and health services' nursing and midwifery workforce at least annually during the life of this Award.

7.6 Nurses and Midwifery Consultative Forums

Nursing and Midwifery Consultative Forums established prior to the commencement of this Award will continue in accordance with the Terms of Reference agreed by the parties represented on such Forums.

7.7 Health Practitioners' Consultative Group (HPCG)

- (a) The parties to this Award agree to establish and maintain a Health Practitioners' Consultative Group (HPCG).
- (b) The HPCG will be made up of representatives of the parties mentioned at clauses 4(b), 4(c)(iv), (ix) and (xi).
- (c) The role of the HPCG is to provide the principle forum for consultation between those parties on all matters relevant to the interpretation, application and implementation of the *Health Practitioners (Queensland Health) Certified Agreement (No. 2) 2011*.

- (d) The HPCG will also oversee the implementation of the above 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 Queensland Health or a hospital and health service that cannot be resolved at that level;
 - (iii) monitoring the effectiveness of the HHSCF (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 operate under terms of reference which will be agreed by the parties by exchange of correspondence.
- (f) Where appropriate, sub-groups of the HPCG will be established with the agreement of the parties.
- (g) The structure and role of the HPCG and sub-groups cannot be amended unless agreed by the parties.
- (h) Any dispute between the parties arising out of clause 7.7 will be dealt with in accordance with the dispute procedure in the relevant certified agreement listed in Schedule 1.

7.8 Local Consultative Forum - BEMS

- (a) Each hospital and health service with BEMS employees will establish and maintain a Local Consultative Forum (LCF) for BEMS employees (BEMS LCF). For those hospital and health services with limited numbers of building, engineering and 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 the *Queensland Health Building, Engineering & Maintenance Services Certified Agreement (No. 5) 2011* by a combination of management and union delegates. The BEMS LCF shall convene at least ten times annually at times mutually agreed by the parties.
- (b) The role of the BEMS 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 and safety provided that they are consistent with the provisions of the Agreement.
- (c) Matters that cannot be resolved through the BEMS LCF will be referred to the HHSCF. A union member of the BEMS LCF will attend the HHSCF and provide any updates back to the BEMS LCF at the next meeting.

7.9 State bargaining unit - BEMS (BEMS SBU)

- (a) The BEMS SBU was formed to deal specifically with issues arising with respect to BEMS employees that cannot be resolved through the LCF or HHSCF.
- (b) The BEMS SBU will facilitate meaningful consultation between the employer and relevant unions regarding industrial issues affecting BEMS employees.
- (c) The parties agree to participate in ongoing interest based bargaining discussions and deal with any referrals from the HHSCF.
- (d) In the case of emergent situations the BEMS SBU will hear any concerns raised by the unions not directly discussed at the LCF or HHSCF 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 hospital and health service level.

8. Dispute resolution

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

- (a) The parties to this Award 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.
- (b) In the event of any disagreement between the parties as to the interpretation, application or implementation of **this Award** the following procedures shall be followed:
 - (i) If a grievance is identified at the local level by an accredited union representative, the employee/s concerned or a management representative, an initial discussion will take place to attempt to resolve the matter at the local 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 for resolution to either the relevant union official for the enterprise in the case of employees or to the department or hospital and health service in the case of management. 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 relevant consultative group or forum. Where the consultative group or forum 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.
 - (iv) Where a *bona fide* safety issue is involved the hospital and health service (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;
 - (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.

- (c) Provided that maintenance of the *status quo* shall not apply in an unsafe environment; and
- (d) If the matter identified in clause 8.1(b)(iii) remains unresolved then either party may refer the matter to the commission.
- (e) In relation to industrial disputes, the normal range of options available in legislation is available to parties especially if service delivery is threatened.

8.2 Prevention

- (a) (i) For the purposes of clause 8 *status quo* shall mean:

Whilst the grievance is being followed, work shall continue as it was prior to the grievance occurring except:

 - (A) in cases where an employee has a reasonable concern about an imminent risk to their health and/or safety;
 - (B) in cases of sexual harassment; or
 - (C) where there is a conflict between an employee's religious or other similar belief and the performance of a specific authorised work activity.
- (ii) Further, no party shall be prejudiced as to the final settlement by the operation of this clause.
- (b) Without limiting an employee's right to pursue a grievance, no party shall use the grievance procedure to prevent the introduction of the outcomes of organisational change or restructuring or to limit matters agreed between the parties in accordance with award provisions.

9. Organisational change and restructuring

- (a) 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, dated 2009 while ensuring the spirit of the guidelines is maintained in applying the document, the parties acknowledge that they have been designed as guidelines to be applied according to the circumstances.
- (b) 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.
- (c) 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.
- (d) 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 relevant consultative group or forum. A business case is not required for minor changes or minor restructuring.
- (e) 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 include consultation with the relevant union/s.

- (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 hospital and health service level (or equivalent) in a timely manner either party may refer the matter to the relevant consultative group or forum.
- (g) The emphasis will be on minimum disruption to the workforce and maximum placement of affected staff within Queensland Health and hospital and health services, 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)
 - (i) To ensure consultative processes are effective, these guidelines will be reviewed and monitored throughout the life of the:
 - *Health Practitioners' (Queensland Health) Certified Agreement (No. 2) 2011;*
 - *Queensland Health Building Engineering & Maintenance Services Certified Agreement (No. 5) 2011;* and
 - *Queensland Public Health Sector Certified Agreement (No. 8) 2011,*to ensure their effectiveness.
 - (ii) 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 this clause will be dealt with in accordance with the dispute procedure in the relevant certified agreement listed in Schedule 1.

10. Job security

10.1 Permanent employment

- (a) The parties to this Award 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 and hospital and health services will utilise

workforce planning and management strategies to assist in determining the appropriate workforce mix for current and future needs.

- (b) The employer is committed to maximising permanent employment opportunities for long term temporary EB8 and BEMS employees. The parties agree to implement the whole-of-government Directive which implements section 149 of the *Public Service Act 2008*.
- (c) Any dispute between the parties arising out of clause 10 will be dealt with in accordance with the dispute procedure in the relevant certified agreement listed in Schedule 1.

10.2 Job security - all employees other than medical officers

- (a) The parties to this Award acknowledge and accept that the employer parties identified at clause 4(b) are the preferred providers of public health services for the Queensland Government and the community.
- (b) Those employers are committed to maximising permanent employment and 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 Award.
- (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) The employers support 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 relevant consultative group or forum.
- (g) The employers acknowledge that long term casual employees have rights to unfair dismissal entitlements in accordance with the provisions of the relevant legislation.
- (h) Nothing in this Award will prevent the provision of public health clinical services being delivered by the private sector because they are not able to be provided by the public sector.

10.3 Job security - medical officers

- (a) Each employer party to this Award is committed to job security for its permanent medical officers.
- (b) The parties acknowledge that job security for medical officers assists in ensuring workforce stability, cohesion and motivation and hence is central to achieving the objectives of this Award.
- (c) All resident medical officers will be offered Queensland Health or hospital and health service appointments. Queensland Health and hospital and health services will release a policy to support the use of extended appointments for resident medical officers. Queensland Health and hospital and health services will maximise offers of extended fixed term appointments to resident medical officers selected in the state-wide annual recruitment program. Appointment documentation will be standardised by Queensland Health and hospital and health services to preserve consistency in application across the state.
- (d) Queensland Health and hospital and health services the special needs of resident medical officers and the crucial role they play in providing services to Queensland Health and hospital and health services. Although such resident medical officers apply annually to Queensland Health or to a hospital and health service 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. 3) 2012*.

- (e) For the purpose of clause 10.3(d) service 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.

11. Contracting out

11.1 Overview

- (a) 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:
 - (i) in the event of critical shortages of skilled staff;
 - (ii) the lack of available infrastructure capital and the cost of providing technology;
 - (iii) extraordinary or unforeseen circumstances; or
 - (iv) it can be clearly demonstrated that it is in the public interest that such services should be contracted out.
- (b) Except for employees engaged as health practitioners, Queensland Health and hospital and health services agree 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 making of this Award.

11.2 Consultation processes - contracting out

- (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 each/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.

- (d) Any dispute between the parties arising out of clause 11 will be dealt with in accordance with the dispute procedure in the relevant certified agreement listed in Schedule 1.

11.3 Consultation processes - emergent circumstances

- (a) The employer can contract out or lease current services without reference to the relevant consultative forum or group 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 such cases, information must be provided to the next relevant consultative forum or group meeting for review in relation to those 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.

11.4 Contracting out - 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 the relevant consultative forum or group, provided that such agreement will not unreasonably be withheld.
- (b) Any dispute between the parties arising out of this clause will be dealt with in accordance with the dispute procedure in the relevant certified agreement listed in Schedule 1.

12. Engagement of contractors - BEMS

12.1 Guidelines for the engagement of contractors - BEMS

- (a) The Building, Engineering and Maintenance Service (BEMS) is separated into four categories:
 - (i) planned maintenance;
 - (ii) corrective maintenance (breakdown/repairs);
 - (iii) minor works; and
 - (iv) major works.
- (b) Queensland Health and hospital and health services 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 BEMS department, although not essential duties of the BEMS department.
- (c)
 - (i) Minor works are those tasks generated through requests by units and divisions, for example: accommodation changes and/or upgrade of an area; a new shelf, a new power point or the like, and a room refurbishment.
 - (ii) Major works are larger projects funded and managed from within the hospital and health service's resources. If outside the workload model they will be funded from hospital and health service reserves or special allocations.
 - (iii) Major works are larger projects funded and managed from within the hospital and health service's resources. If outside the workload model they will be funded from hospital and health service's reserves or special allocations.

- (iv) Major works are the responsibility of the planning unit (or equivalent) and include master planning and/or capital development. This work will have been included in the workload model CMMS or will come to BEMS via a work request following a hospital and health service approval process based on delegation schedules.
- (v) The design and project management for major works will be done at the hospital and health service level.
- (d) The parties to this Award acknowledge that Queensland Health and hospital and health services will, from time to time, require the use of external contractors to meet changing demand in workload.
- (e) The parties to this Award also recognise that circumstances may arise in Queensland Health and hospital and health services where the use of contractors is either desirable or essential. These circumstances are seen to be within the following guidelines:
 - (i) in the event of critical shortage or skilled staff;
 - (ii) the lack of available infrastructure capital and the cost of providing technology;
 - (iii) extraordinary or unforeseen circumstances; or
 - (iv) it can be clearly demonstrated that it is in the public interest that such services should be contracted out.
- (f) All major new project work will be contracted out unless otherwise determined by a hospital and health service. For the Princess Alexandra Hospital and Royal Brisbane and Women's Hospital this will be for projects at a total cost of over \$300,000. For all other hospitals the figure will be at a total cost of over \$100,000.
- (g) The BEMS department, through the Manager BEMS, will be given the opportunity to bid for all major works where the total cost is under the amounts specified in clause 12.1(f), according to the principles set out in clause 12.2.

12.2 Principles - BEMS

- (a) The principal focus of BEMS remains the repairs and maintenance of hospital assets, as identified by the Computerised Maintenance Management System (CMMS), to ensure safe delivery of patient care.
- (b) Where the employer seeks to contract out (or lease) services, the relevant elected union delegate will be made aware of such proposal and consulted as early as possible.
- (c) It is the responsibility of the relevant elected union delegate to participate fully in discussions on any proposals to contract out.
- (d) To facilitate such discussions, the employer will provide a list of the projects that are to be progressed.
- (e) Repairs and maintenance must be up to date before BEMS departments may bid for major work projects.
- (f) Further, in order to bid, the BEMS department concerned must have the appropriate expertise to carry out the works to an acceptable standard.
- (g) Project work cannot, under any circumstances, compromise principal focus outcomes.

- (h) A major work project, by definition, encompasses all aspects of the work required.
- (i) The hospital and health service executive will determine the priorities of projects based upon the needs and requirements of the hospital and health service.
- (j) 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 standards and systems. The hospital and health service planning unit (or equivalent) involved is to consult regarding specifications and materials used in the project.
- (k) 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 in 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 BEMS. These staff will be managed separately to the maintenance staff.

12.3 Process - BEMS

- (a) The hospital and health service 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 managers or equivalent), the sector or area which 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.

12.4 Disputes - BEMS

Any dispute between the parties arising out of clause 12 will be dealt with in accordance with the dispute procedure in the relevant certified agreement listed in Schedule 1.

13. Contracting in

- (a) 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.
- (b) Organisational units will bid for work currently outsourced to contractors, unless otherwise agreed between the parties and subject to any legislative requirements.
- (c) Insourcing 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 insourced work is performed by work units which specify industry accepted standards of accreditation or minimum qualifications for their performance, these requirements must also be met by external bidders. At the expiry of existing contracts, the employer commits to insource work unless the cost of insourcing 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.
- (d) Training for managers to undertake costings and bids will be provided on an ongoing basis.

- (e) Special consideration will be given in circumstances where appropriate redeployed employees 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 relevant consultative group or forum.
- (f) 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.
- (g) In the case of EB8 employees in the operational stream, the parties agree that the following process will be utilised to assist the employers' operational services staff to compete equally for work that is currently contracted out:
 - (i) ensure that offer documents include key performance and quality criteria to be addressed by all bidders/tenderers; provide independent in-house advice and assistance to in-house staff in the preparation of business cases;
 - (ii) 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;
 - (iii) include a mechanism for monitoring and continuous improvement; and
 - (iv) ensure that these mechanisms are relevant and appropriate.
- (h) 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 relevant consultative group or forum for resolution. This must occur in a timely manner.
- (i) The employers' preferred policy position is to insource 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.
- (j) 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.
- (k) Clause 13 will not apply to an EB8 employee or health practitioner where services are funded through the Funding and Contracts Management Unit.
- (f) Any dispute between the parties arising out of clause 13 will be dealt with in accordance with the dispute procedure in the relevant certified agreement listed in Schedule 1.

14. Replacement of existing staff, other than nurses and midwives

- (a) This clause shall not apply to nurses and midwives, nor in instances of organisational change.
- (b) There is no intention that there will be a net reduction of Queensland Health or hospital and health service staffing during the life of this Award. However, the parties recognise that the employer does not maintain fixed establishment numbers.

- (c) 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:
 - (i) 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 the relevant local HR/line manager, and be provided with, a report of relevant employee resignations to assist in monitoring the timeframe of 3 days; and/or
 - (ii) 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 the relevant local HR/line manager, and be provided with, a report of relevant employee resignations to assist in monitoring the timeframe of 14 days.
- (d) 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 to the 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 relevant consultative group or forum for determination.
- (e) Any dispute between the parties arising out of clause 14 will be dealt with in accordance with the dispute procedure in the relevant award or certified agreement listed in Schedule 1.

15. HR Policy (IRM) preservation, other than Medical Officers

- (a) This clause shall not apply to medical officers.
- (b) Certain matters that apply to employees covered by this Award will be preserved and incorporated as terms of this Award and contained within Schedule 2 of this Award.

PART 3 - Union Related Matters

16. Collective industrial relations

- (a) Queensland Health and hospital and health services are committed to collective agreements with unions.
- (b) 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.
- (c) 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.
- (d) Any dispute between the parties arising out of clause 16 will be dealt with in accordance with the dispute procedure in the relevant certified agreement listed in Schedule 1.

17. Right of entry

(a) Authorised Industrial Officer

- (i) An 'authorised industrial officer' is any union official holding a current authority issued by the Industrial Registrar.
- (ii) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the union.

(b) Entry procedure

- (i) An authorised industrial officer may enter a workplace at which an employer carries on a calling of the officer's organisation, during the employer's business hours as long as:
 - (A) the authorised industrial officer has notified the employer or the employer's representative of the officer's presence; and
 - (B) produces their authorisation, if required by the employer or the employer's representative.
- (ii) Clause 17(b)(i) does not apply if, on entering the workplace, the officer discovers that neither the employer nor the employer's representative having charge of the workplace is present.
- (iii) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (iv) If the authorised industrial officer intentionally disregards a condition of clause 17(b) the authorised industrial officer may be treated as a trespasser.

(c) Inspection of records

- (i) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (ii) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
 - (A) is ineligible to become a member of the authorised industrial officer's union; or
 - (B) has made a written request to the employer that they do not want their record inspected.
- (iii) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (iv) A person must not, by threats or intimidation, persuade or attempt to persuade an employee or prospective employee to make, or refuse to make, a written request to the employer or prospective employer that the record not be available for inspection by an authorised industrial officer.

(d) Discussions with employees

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

- (B) any other matter with a member or employee eligible to become a member of the union, during non-working time.

(e) Conduct

An authorised industrial officer must not wilfully obstruct the employer, or an employee during the employee's working time.

Note: Clause 17 – Right of Entry, deals with comparable provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to Sections 366, 372 and 373 of that Act as amended from time to time.

Schedule 1 - Awards and Certified Agreements that apply to employees of the Department of Health and Hospital and Health Services

Building Trades Public Sector Award - State 2012

District Health Services Employee's Award - State 2012

District Health Services - Senior Medical Officers' and Resident Medical Offices' Award - State 2012

Engineering Award - State 2012

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

Health Practitioners and Dental Officers (Queensland Health) Award - State 2014

Medical Officers (Queensland Health) Award - State 2015

Medical Officers' (Queensland Health) Certified Agreement (No. 3) 2012

Medical Superintendents with Right of Private Practice and Medical Officers with Right of Private Practice - Queensland Public Hospitals Award - State 2012

Nurses and Midwives (Queensland Health) Certified Agreement (EB8) 2012

Queensland Health Building, Engineering & Maintenance Services Certified Agreement (No. 5) 2011

Queensland Health Nurses and Midwives Award - State 2012

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

Queensland Public Service Officers and Other Employees Award - State 2014

Schedule 2 – Preserved Human Resource Policies

| HR policy | Matter | Employee Group to whom the policy applies |
|------------------|--|--|
| B12 | Use of Volunteers | EB8 |
| B23 | Permanent Employment | EB8 BEMS5 HPEB2 Nurses EB8 |
| B24 | Appointments – Permanent &/or Temporary – Commonwealth and/or State funded programs | EB8 BEMS5 HPEB2 Nurses EB8 |
| B25 | Temporary Employment/ Fixed Term Appointments | EB8 BEMS5 HPEB2 Nurses EB8 |
| B26 | Casual Employment | EB8 BEMS5 HPEB2 Nurses EB8 |
| B27 | Loading for Casual Employees | EB8 BEMS5 HPEB2 |
| B28 | Higher Duties – District Health Services Employees Award and Public Service Award | EB8 HPEB2 |
| B29 | Job Evaluation – Positions covered by the Classification and Remuneration System | EB8 |
| B30 | Leave General – Wage Rate Payable for Leave and Termination Payment immediately following periods of higher duties | EB8 BEMS5 HPEB2 |
| B31 | Appointment of Permanent Relief Staff to Non-Relieving Positions – Administrative Stream | EB8 |
| B32 | Exception from Open Merit for Positions Reclassified from AO2 – AO3 | EB8 |
| B33 | In House Relief Process for Administrative Staff at classification AO3 and above | EB8 |
| B34 | Administrative Stream Relief Pools – Guidelines | EB8 |
| B38 | Graduate Nurse Employment | Nurses EB8 |
| B39 | Unlimited Hours – Directors of Nursing and Assistant Directors of Nursing | Nurses EB8 |
| C2 | Remote Area Nursing Incentive Package (RANIP) | Nurses EB8 |
| C26 | Parental Leave | EB8 BEMS5 HPEB2 Nurses EB8 |
| C29 | Mental Health Allowance – Administrative and Operational Stream Employees | EB8 |
| C30 | Environmental Allowance – Mental Health High Security and Extended Secure Units | EB8 Nurses EB8 |
| C31 | Aboriginal and Torres Strait Islanders Health Workers – Special Allowance | EB8 |
| C32 | Compulsory Christmas/ New Year Closure | EB8 BEMS5 HPEB2 Nurses EB8 |
| C33 | Radiation Safety Act 1999 – Application and Licence Fees – “Use” Licences | EB8 BEMS5 HPEB2 |
| C34 | Paid Meal Breaks for Certain Switch Attendants who are Continuous Shift Workers or Sole Operators | EB8 |
| C35 | Uniforms for Administrative Staff | EB8 |
| C36 | Commencing Rates Administrative Stream | EB8 |
| C37 | Advancement – Administrative Stream Level 1 to Level 2 | EB8 |

Queensland Health Framework Award - State 2015

| | | |
|-----------------|---|-------------------------------------|
| C38 | Leave – Long Service Leave – Entitlement, Conditions, Pay in Lieu, Cash Equivalent, Casuals, Home Helps, Part-Time and Termination Pay | EB8 BEMS5 HPEB2 Nurses EB8 |
| C39 | Industrial Relations Education Leave | EB8 BEMS5 HPEB2 Nurses EB8 |
| C40 | Special Leave without Salary to Undertake Work with Relevant Union | EB8 BEMS5 HPEB2 Nurses EB8 |
| C50 | Seminar and Conference Leave – Within and Outside Australia | Nurses EB8 |
| D5 | Accommodation Assistance – Rural and Remote Incentive | EB8 BEMS5 HPEB2 Nurses EB8 |
| E12 | Grievance Resolution and EB Grievance Settling and Industrial Disputes | EB8 BEMS5 HPEB2 |
| E13 | Workplace Harassment | EB8 BEMS5 HPEB2 |
| F3 | Access to Employee Records | EB8 BEMS5 HPEB2 |
| F4 | Union Encouragement Guidelines | EB8 BEMS5 HPEB2 Nurses EB8 |
| G14 | Targeted Training Allowance – Administrative Stream | EB8 |
| G15 | Professional Development Package for Nurses Grade 3 (Enrolled Nurses) and above | Nurses EB8 |
| I4 | Compensation for Loss of or Damage to Private Property and Personal Effects of Health Service District Employees and for Damage to Visitor's Vehicles | EB8 |
| OHS Policy 2#21 | Workplace Health and Safety | Nurses EB8 |
| Qld Govt | Organisation Change and Restructuring (Proposals for Organisational Restructure – PSC Policy) | Nurses EB8 |
| Qld Govt | Job Security (Employment Security – PSC Policy) | Nurses EB8 |

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