

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999* – s. 156 – certifying an agreement

**Queensland Department of Health (Queensland Health)**

AND

**Australian Building Construction Employees’ and Builders Labourers’ Federation (Queensland Branch) Union of Employees; Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland; The Construction, Forestry, Mining and Energy Industrial Union of Employees, Queensland; Electrical Trades Union of Employees, Queensland Branch; The Federated Engine Drivers and Fireman’s Association of Australasia, Union of Employees, Queensland Branch; Plumbers and Gasfitters Employees’ Union, Queensland Branch, Union of Employees.**

(No. CA 250 of 2006)

**QUEENSLAND HEALTH BUILDING, ENGINEERING & MAINTENANCE SERVICES CERTIFIED AGREEMENT (No. 3) 2006**

APPLICATION FOR CERTIFICATION OF AGREEMENT

This Agreement, made under the *Industrial Relations Act 1999* on 4 August 2006 between the Queensland Department of Health (Queensland Health) and the Australian Building Construction Employees’ and Builders Labourers’ Federation (Queensland Branch) Union of Employees; Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland; The Construction, Forestry, Mining and Energy Industrial Union of Employees, Queensland; Electrical Trades Union of Employees, Queensland Branch; The Federated Engine Drivers and Fireman’s Association of Australasia, Union of Employees, Queensland Branch; Plumbers and Gasfitters Employees’ Union, Queensland Branch, Union of Employees, witnesses that the parties mutually agree as follows:

**PART 1 – PRELIMINARY MATTERS**

**1.1 Title**

This Agreement shall be known as the *Queensland Health Building, Engineering and Maintenance Services Certified Agreement (No.3) 2006*.

**1.2 Arrangement of Agreement**

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**1.3 Parties Bound**

The parties to this Agreement are:

- Australian Building Construction Employees’ and Builders Labourers’ Federation (Queensland Branch) Union of Employees;
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
- The Construction, Forestry, Mining and Energy Industrial Union of Employees, Queensland;
- Electrical Trades Union of Employees, Queensland Branch;
- The Federated Engine Drivers and Fireman’s Association of Australasia, Union of Employees, Queensland Branch;
- Plumbers and Gasfitters Employees’ Union, Queensland Branch, Union of Employees; and
- Queensland Department of Health.

**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.

**1.5 Date and Period of Operation**

This Agreement shall operate from 4 August 2006 and has a nominal expire date of 31 August 2008.

**1.6 Renewal or Replacement Agreement**

The parties to this Agreement shall commence negotiations for a new collective agreement at least six (6) months prior to the expiration of this Agreement.

## **1.7 Objectives of the Agreement**

The objective of this Agreement is to establish a common framework for the employment of Building, Engineering and Maintenance Service staff employed by Queensland Health Services District. This framework will form a key component in the overall strategy for developing and maintaining responsive, flexible, efficient and effective Building, Engineering and Maintenance Services.

## **1.8 Definitions**

- 1.8.1 “Afternoon Shift” means any shift finishing after 6.00 pm and at or before midnight or where the majority of hours fall between those hours.
- 1.8.2 “Building Construction” means the demolition of buildings, the construction of new buildings, the construction of additions to existing buildings, and the necessary alterations of existing buildings, to make them conform to any new additions.
- 1.8.3 A “Casual Employee” shall mean an employee, other than a part time employee as defined herein, who is engaged as such and is paid on an hourly basis to work generally for less than the ordinary weekly working hours of a full time employee.
- 1.8.4 “Continuous Shift Work” shall mean work that is done by employees where the hours of work are regularly rotated in accordance with a shift roster covering a 24 hour per day operation over a seven (7) day week.
- 1.8.5 “Corrective Maintenance” means action performed as a result of failure, to restore an item or asset to its pre-determined condition, as far as practicable. Corrective Maintenance is also known as repair or unplanned maintenance.
- 1.8.6 “Day Shift” Shall mean any shift other than an afternoon or night shift.
- 1.8.7 “Day Work” shall mean work performed other than upon a shift work basis within the ordinary span of hours.
- 1.8.8 “Double Rates” shall mean one time extra above the rate which would normally be payable.
- 1.8.9 “Leading Hand Plumber” shall mean an employee who has one or more employees under their control or where the Employer is not a licenced plumber, the plumber in charge of the work shall be deemed to be the leading hand appointed as such by the Employer to be in charge of the work of other employees.
- 1.8.10 “Leading Hand” (other than a Leading Hand Plumber) shall mean an employee who is appointed as such by the Employer to be in charge of the work of other employees.
- 1.8.11 “Major Works” means new infrastructure development, major refurbishment and/or major equipment purchase managed by Capital Works Branch.
- 1.8.12 “Minor Works” means refurbishment, renovation or modernisation of buildings, plant or equipment initiated and managed by a District, to a maximum expenditure of \$100,000 (\$300,000 for Royal Brisbane and Women’s Hospital Health Service District and Princess Alexandra Hospital Health Service District).
- 1.8.13 “Night Shift” means any shift finishing subsequent to midnight and at or before 8.00 am or where the majority of hours fall between those hours.
- 1.8.14 A “Part-time Employee” means a weekly employee, other than a casual employee as defined herein, who is engaged to work for a regular number of hours per week and whose ordinary daily working hours are worked continuously, excluding meal breaks:
- Provided that the weekly total of such hours shall always be less than the ordinary weekly working hours of a full-time employee.
- 1.8.15 “Planned Maintenance” means actions that occur mostly on a predictable basis, including preventative service maintenance, condition-based maintenance and statutory maintenance as defined in the MMF.
- 1.8.16 “Regular Workplace” shall mean the place of work regarded as the employees’ headquarters and to which the employee reports to, to perform work on a regular basis rather than in emergent circumstances. A regular workplace may be changed through rotation within an Area Building and Maintenance Service.

- 1.8.17 “Shift Work” shall mean ordinary hours work done by separate relays of employees working recognised hours, proceeding, during or following the ordinary working hours of day workers.
- 1.8.18 A “Temporary Health Service Employee” means a weekly employee who is engaged for a specific period of time or for a specific task or tasks.
- 1.8.19 “A Trade Coordinator” shall mean an employee appointed as such by the Employer to be in charge of the work performance and outcomes of their work teams. This term is further defined in Schedule 2.

## **1.9 Structure of Agreement**

The Agreement will set out the agreed position between all of the parties to the Agreement.

## **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 Services Districts Building, Engineering and Maintenance Services Certified Agreement 2001*.

Relevant Awards and Agreements are:

- *Queensland Public Health Sector Certified Agreement (No.6) 2005 (EB6);*
- *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* issues under the *Public Service Act 1996* and this Agreement, the terms of the Act, Regulations and Directives shall prevail to the extent of any inconsistency.

## **1.11 Posting of the Agreement**

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

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

## **1.12 Prevention and Settlement of Disputes Relating to the Interpretation, Application or Operation of this Agreement**

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

In the event of any disagreement between the parties as to the interpretation, application or implementation of this Agreement, the following procedures 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 at the local level (i.e. District), then either party shall refer the matter to the Building, Engineering and Maintenance Services State Bargaining Unit (SBU) Sub Committee for resolution. This Stage shall take no longer than 21 days,

- (iv) If the matter cannot be resolved, then either party shall refer the matter to the State Bargaining Unit (SBU). Where the 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,
- (v) Where a bona fide safety issue is involved the Health Service District (or equivalent) shall ensure that:
  - The status quo prior to the existence of the grievance or dispute is to continue while the procedure is being followed; and/or
  - The employee shall not work in an unsafe environment. Where appropriate the employee shall accept reassignment to alternative suitable work/work environment in the meantime;
  - The employer/management in conjunction with the Occupational Health and Safety Committee will promptly ensure that the problem/s is/are resolved having regard to occupational health and safety standards.
- (vi) Provided that maintenance of the status quo shall not apply in an unsafe environment; and
- (vii) If the matter identified in subclause (iv) remains unresolved then either party may refer the matter to the Queensland Industrial Relations Commission.

For all grievances other than those matters relating to the interpretation, application or operation of this Agreement, the employee shall have the option of either applying the provisions contained within the relevant Award or the provisions contained in the Integrated (HR/IR) Resource Manual (IRM) 3.5 *'Grievances Resolution – Grievance and EB5 Grievance Settling; and Industrial Dispute'*.

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

For the purposes of the 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, 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.”*

## PART 2 – WAGE AND SALARY RELATED MATTERS

### 2.1 Classification Structure

The parties agree that the following classification structure will apply during the life of this Agreement:

Level	Pay Point	% of Base	Equivalent to.....	Category of Employee
Building Services officer (BSO)	1	82	HBEA13	
	2	84.5		
<b>Barrier</b>				
Building Services officer (BSO)	1	87.5	HBEA12	Building and Maintenance Services Assistant (including all existing Trades Assistants and Labourers who apply for reclassification).
	2	90		
<b>Barrier</b>				
Building Services officer (BSO)	1	92.5	HBEA11	Building and Maintenance Services officer (including BEMS Assistants reclassified from HBEA12 and Licensed Operators or Equipment).
	2	95		
	3	97.5		
<b>Barrier</b>				
Engine Drivers (ED)	1	92.5		Special Class Engine Driver
	2	95		
	3	97.5		
	4	100		
	5	102.5		
	6	105		
<b>Barrier (Tradesperson)</b>				
HBEA10	1	100	HBEA10	Tradesperson
	2	102.5		
	3	105		
<b>Barrier 12 points (Licensed Trades start point)</b>				
HBEA9	1	105	HBEA9	Advanced Tradesperson
	2	107.5		
	3	110		
<b>Barrier 24 points</b>				
HBEA8	1	110	HBEA8	Special Class Tradesperson
	2	112.5		
	3	115		
<b>Barrier 36 points</b>				
HBEA7	1	115	HBEA7	Advanced Special Class Tradesperson
	2	117.5		
	3	120		
	4	122.5		
<b>Barrier 48 points</b>				
HBEA6	1	125	HBEA6	Specialist Trade Technician
	2	127.5		
	3	130		
<b>Barrier 72 points</b>				
HBEA5	1	135	HBEA5	
	2	137.5		
<b>Barrier (to be finalised)</b>				
HBEA4	1	140	HBEA4	
<b>Barrier (to be finalised)</b>				
HBEA3	1	145	HBEA3	

2.1.1 “General principles” of the reclassification structure are as follows:

- (a) Building, Engineering & Maintenance Service Employees will participate in a standard Performance Appraisal and Development (PAD) plan provided in Schedule 3.

- (b) To access any remaining pay points existing employees must serve twelve months on their current pay point and achieve a satisfactory PAD for that period. Progression to a higher level based on the possession of necessary point will be available at any time.
- (c) A licensed tradesperson will commence at 105% or HBEA9(01) as a minimum.
- (d) To progress from HBEA6 to HBEA5 (72 points) the employee will receive the same level of assistance as any other employee to progress to a higher classification level.
- (e) Implementation to the new classification structure is effective from the first pay period on or after 8 May 2006.
- (f) Existing employees will translate within their existing level and receive a 5% increase upon translation, unless they possess the points necessary to move to a higher level. Where an employee possess the points necessary to move to a higher level, they will commence on the first pay point of that level, unless they have already spent twelve months on that pay rate – time spent on that pay rate will be recognised towards the next increment.
- (g) A licence will be equivalent to 5% (12 points), therefore licensed trades will need to have their points recalculated and placed on the scale at the appropriate level.

## **2.2 Wages**

2.1.1 The wages shall apply in relation to the classification structure outlined in Clause 2.1 of this Agreement.

2.1.2 The wage rates are provided for in Schedule 1 of this Agreement.

2.2.2 The wage rates are inclusive of remaining over award payments as at May 1995, including Service Incremental Payments, All Purpose Allowance (Skills Based), Tradesperson Allowance (Skills Based), and the equivalent of the Special All Purpose Allowance (Disability Payments). In view of this, the wage rates include compensation for wet or hot work, confined space, dirt money, repair work, battery work, extraordinary conditions, sulphuric acid, machinery repair, cleaning flues, compensation for insulation work, Labourers mixing wet concrete or compo, Plasterers top-dressing floors, work in excessive heat, ammonia or noxious gas fumes or fumes of sulphur or acid or other offensive fumes, explosive power tools, obnoxious or toxic substances and underpinning.

2.2.3 A separate over award payment of \$16.10 per week shall be paid to those employees covered by the *Building Trades Public Sector Award – State*, working in metropolitan hospitals who were, as at 30 April 1995 in receipt of the Building Trades Employees of Public Hospitals Allowance (Disability Payments) of \$9.20 per week and the Fares and Travelling Allowance of \$35.10 per week. This payment is in lieu of the Special All Purpose Allowance of \$26.00 per week, paid in other public hospital facilities, and will be retained as long as the employee remains in continuous employment, as a Tradesperson, with Queensland Health. Employees commencing after 1 May 1995 shall not be eligible for this payment.

2.1.4 The parties agree that if recognised by QSuper all-purpose over award payment will apply for the purposes of superannuation as from 1 September 2000. The parties recognise that this will result in an additional superannuation contribution being deducted from all affected employees pay as at the date of implementation of the clause.

2.2.5 The all-purpose over-award payment of \$16.10 per week will be offset before any additional payment for any legitimate claim for a Travelling Allowance is made under clause 2.6 of this Agreement.

## **2.3 Classification Definitions**

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

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

## **2.4 Apprentices and Trainees**

### **2.4.1 Queensland Government Department and Certain Government Entities Apprentices' and Trainees' Order.**

Apprentices and Trainees will be remunerated in accordance with the *Queensland Government Department and Certain Government Entities Apprentices' and Trainees' Order* (No. B1983 of 2000).

This Order shall apply with the following exceptions.

### **2.4.2 Calculation of Rate of Pay for all Building and Engineering Apprentices:**

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

$$\frac{(\text{HBEA10} - \$26.00) \times (\% \text{ as per year of})}{\text{Apprenticeship}} + \$26.00 = \text{Apprentice Rates}$$

### **2.4.3 Adult Apprentices – New Employees**

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

### **2.4.4 Adult Apprentices – Existing Employees**

- (a) An existing employee shall mean a person who has been employed by Queensland Health on a permanent basis in a calling or classification relevant to the Building, Engineering and Maintenance Services for at least 3 months immediately prior to becoming an apprentice with that employer.
- (b) Existing Employees may participate in apprenticeships. An existing employee shall not be required to serve any probationary period in relation to their contract of employment or for the purpose of the *Vocational Education, Training and Employment Act 2000*.
- (c) A trial period in accordance with Training Recognition Council Policy, maybe set for the purpose of assessing the employee's suitability for training under an apprenticeship. Where an employee proves to be unsatisfactory for training under an apprenticeship, the person shall revert to employment at least equal in status to the classification held prior to the commencement of their apprenticeship.
- (d) Existing employees shall not suffer a reduction in their ordinary rate of pay by virtue of becoming an apprentice.
- (e) Existing employees whose apprenticeship is cancelled and who remain in Queensland Health's employ, shall revert to employment at least equal in status to the classification held prior to the commencement of their apprenticeship.
- (f) An existing employee shall maintain continuity of employment despite having entered into an apprenticeship.

### **2.4.5 Tenure of Apprentices**

- (a) Permanently appointed Building, Engineering and Maintenance Services officers and Assistants (including Labourers, Trades Assistants, Engine Drivers, and Trimmers) successful in gaining an apprenticeship with Queensland Health will retain their tenure and revert to their previous appointment and classification upon completion of their apprenticeship. Their appointment to a Tradesperson's position will be dependent upon the existence of a vacancy and the application of merit.
- (b) The employment of all other apprentices will cease upon the completion of their apprenticeship. Their appointment to a Tradesperson's position will be dependent upon the existence of a vacancy and the application of merit.

## 2.5 Allowances

### 2.5.1 'Fares and Travelling Allowance'

- (a) At a rate determined in Clause 8.1 of the *Building Trades Public Sector Award – State* to compensate for excess fares and travelling time incurred in travelling in the employee's own time to and from places of work within 50 kilometres from their regular workplace. This allowance will only be payable when an employee actually travels, in their own time, to an alternate campus to the one containing their regular workplace.
- (b) This allowance shall be adjusted from time to time with adjustments in the 'Fares and Travelling Allowance' provisions as contained in the *Building Trades Public Sector Award - State*.

### 2.5.2 'Leading Hand Allowance'

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

	Per Day as from 01.09.05 \$	Per Day as from 01.09.06 \$	Per Day as from 01.09.07 \$
In charge of not more than 1 person	2.84	2.96	3.08
In charge of 2 and not more than 5 persons	6.28	6.54	6.80
In charge of 6 and not more than 10 persons	7.98	8.30	8.64
In charge of more than 10 persons	10.68	11.10	11.54

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

	Per Day as from 01.09.05 \$	Per Day as from 01.09.06 \$	Per Day as from 01.09.07 \$
In charge of less than 2 persons	4.66	4.84	5.04
In charge of 2 and not more than 4 persons	6.68	6.94	7.22
In charge of more than 4 persons	9.40	9.78	10.18

- (c) Where the Employer is not a licensed plumber, the plumber in charge of the work shall be deemed to be a leading hand plumber and shall be entitled to the payments outlined in (b) above.
- (d) Leading hand allowances referred to in (a) and (b) above shall be taken into consideration in the computation of overtime, payment for annual leave, sick leave, statutory holidays, and weekend work.
- (e) Where the Employer certifies on an employee's timesheet that the employee assumed the full responsibility of either a Leading Hand **or** Trade Coordinator for more than one day they will be paid higher duties for all time so certified.
- (f) Leading Hands and Trade Coordinators will not be automatically backfilled on their rostered days off unless this is necessary for legislative or operational reasons.
- (g) This allowance shall be increased at the same time and by the same percentage as the wage increases under the relevant certified agreement.
- (h) This allowance will be recognised for superannuable purposes in compliance with QSuper criteria for recognition.

### 2.5.3 'Live Sewerage Allowance'

Employees required to undertake live sewer work shall be paid at the rate of time and a half for such work. For the purposes of this clause, the following definitions apply:

“Live Sewer Work” – shall mean work carried out in situations where there is a direct aerial connection with a sewer or septic tank through which sewerage is flowing. Where aerial connections with such sewer are blocked by a disc, plug, water seal or other means, the live sewer rate shall not apply. It also applied in circumstances where an employee comes into personal contact with live sewerage.

“Sewerage” – the used water supply of a community. The term includes faecal matter, urine, household slops and polluted waters.

This allowance of time and a quarter for work under unpleasant conditions as prescribed by clause 5.2.31 of the *Building Trades Public Sector Award – State* continues to apply where an employee is required to clean covered drains or septic tanks.

#### 2.5.4 ‘On Call Allowances’

- (a) For the purpose of this clause, an on call employee shall mean a an employee who, outside ordinary working hours is required to make themselves available at all times to perform call back work.
- (b) Employees rostered to be on call for call back work outside of ordinary working hours shall be paid an allowance equal to fifteen (15) per cent of HBEA10 for each week of seven (7) days when they are required to remain on call in addition to the rates prescribed in this Agreement for such employees.

As from 1 September 2005	As from 1 September 2006	As from 1 September 2007
\$ 110.00	\$ 114.49	\$ 119.07

- (c) Employees rostered to be on call shall continue to have on (1) day added to their annual leave for each statutory holiday on which they are required to remain on call;
- (d) Provided the allowance contained in this clause shall be increased by the percentage movements of Queensland Health enterprise agreements.
- (e) Payment when called out shall be as prescribed in clause 3.9 and 3.10 of this Agreement. Overtime payment for Plumbers called out for emergency work shall be calculated on the rate of remuneration prescribed for a Leading Hand Plumber in clause 2.6.2(b) of this Agreement.
- (f) Employees on call who are recalled to perform work shall:
  - (i) be paid \$10.70 on each occasion as compensation for fares and travelling expenses incurred therefore; or
  - (ii) be provide with transport to and from their home; or
  - (iii) be paid an allowance in accordance with the amount payable for the first 8000km for an officer Performing official Duties under *IRM 2.1-22 Allowance – Motor Vehicle – Clause 8.1 District Health Services Employees’ Award – State*.

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

The allowance shown in (i) shall be adjusted from time to time with adjustments in the ‘Fares and Travelling Allowance’ provisions as contained in the *Building Trades Public Sector Award – State* as from the applicable operative date, where such adjustment is greater than in (i) above.

- (g) Employees required to be rostered on call shall be entitled to the following:
  - (i) installation of a telephone in their private residence;
  - (ii) full rental paid for such telephone;
  - (iii) an allowance not exceeding 166 metered calls per annum as compensation for local calls;

Provided that such telephone allowance is to be varied from time to time to reflect any increases in such allowance as determined for certain other employees of Hospitals.

In addition, those employees required to be rostered on call shall be provided with a paging device (beeper) which shall remain the property of the respective employer.

- (h) Mobile Telephones

A Tradesperson rostered on-call may be provided with a mobile phone by the Health Service District where it may assist in the performance of the duties of the employee. However, mobile phones are to be provided in lieu of the entitlement to installation of a telephone and/or reimbursement of rental and call charges as outlined in subclause 2.6.4(g) above.

(i) Notification of a Roster Change – On-Call

Employees shall be notified at least one (1) month in advance of the agreed roster:

Provided that in emergent circumstances, the roster may be altered by mutual arrangement between the employer and employee.

(j) Review of Current On Call Arrangements

Each Health Service District will review current on call arrangements with the aim of minimising excessive on call being performed by individual employees. Options that may be considered in addressing excessive on call include:

- (i) rostering all employees to perform on call;
- (ii) analysing on call/recall in an effort to limit the amount of on call required to be performed;
- (iii) use of contractors;
- (iv) broadening the area of on call where appropriate including conducting of familiarisation visits to sites where work is not ordinarily performed.

2.5.5 'On Site' Allowance – In addition to the rates and allowances otherwise prescribed by the Agreement (except as herein provided), an employee working on –

- (a) Building construction work as defined in clause 1.8.2 of this Agreement; and
- (b) Works which are carried out under the direction of formal architectural plans and specifications which do not relate solely to the refurbishment of existing surfaces; or
- (c) Scaffolders erecting scaffold in excess of 2.4 metres in height; shall be paid an allowance at the rate of \$21.30 per week to compensate for the following disabilities:
  - (i) climatic conditions when working in the open on all types of work;
  - (ii) the physical disadvantages of having to climb stairs or ladders;
  - (iii) dust blowing in the wind on building sites;
  - (iv) sloppy and muddy conditions associated with the initial stages of the erection of the building;
  - (v) dirty conditions caused by the use of foam oil or from green timber;
  - (vi) the disability of working on all types of scaffolds other than a single plank swing scaffold or a bosun's chair;
  - (vii) the lack of the usual amenities associated with factory work (eg recreational facilities, sanitary convenience etc);
  - (viii) drippings from newly poured concrete;
  - (ix) all other present disabilities not specifically compensated or allowed for by any other provisions of this Agreement.
- (d) Such allowance shall form part of the weekly wage in the calculation of overtime payments, annual leave pay, and public holiday pay, sick pay and long service leave pay.
- (e) The allowance shown in (c) shall be adjusted from time to time with adjustments in the 'On Site' provisions as contained in the *Engineering Award – State* clause 5.8.8 as from the applicable operative date.

2.5.6 'Tool Allowances'

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

	At the Rate of \$ Per Week
Carpenter and/or Joiner, Fitter, Plumber and Gasfitter, Electrical Mechanic, Refrigeration Mechanic and Serviceman	\$23.30
Radio Mechanic, Television Mechanic, Turner and Welder	\$20.00
Plasterer and Tiler	\$19.20
Bricklayer, Joiner and Linesman	\$16.40
Licensed Drainer, Signwriter, Painter and Glazier	\$5.60

- (b) These allowances shall not be paid while employees are absent on annual leave and shall be adjusted in accordance with increases in the 'Tool Allowances' as outlined in clause 5.2.26 of the *Building Trades Public Sector Award – State* as from the applicable operative date.
- (c) During the term of an apprenticeship, an employer, in respect of each level of the apprenticeship program, shall supply each apprentice with tools of trade to the value of the applicable tool allowance for that period.

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

Notwithstanding the above entitlement, supply of tools will occur no later than three (3) months after the expiry of the probationary period and no later than three (3) months into subsequent levels of the apprenticeship.

Supply of tools under this provision shall in all other respects be consistent with previous Orders and Decisions of the Queensland Industrial Relations Commission. Stages nominated in these Orders and Decisions are to be equated to the levels nominated in these provisions

#### 2.5.7 'Trade Coordinator Allowance'

- (a) A Trade Coordinator shall be paid an allowance equivalent to 20% of HBEA8, in addition to their base rate of pay. The Trade Coordinator's allowance referred to in this clause shall be taken into consideration in the computation of overtime, payment for annual leave, sick leave, statutory holidays, weekend work and superannuation.

## 2.6 Attraction and Retention Allowance - Electricians

- 2.6.1 Queensland Health and the parties to this Agreement recognise the future challenge of attracting and retaining certain trades where a skills shortage of suitably qualified and skilled employees is being experienced by Queensland Health.
- 2.6.2 Employees classified as a qualified electrician under the *Queensland Health Building, Engineering & Maintenance Services Agreement 2006* will receive payment of \$625.00 per quarter during the first pay period as follows:

Date	Year		
	2006	2007	2008
<b>31 March</b>	\$625.00	\$625.00	\$625.00
<b>30 June</b>	\$625.00	\$625.00	\$1,875.00
<b>30 September</b>	\$625.00	\$625.00	
<b>31 December</b>	\$625.00	\$625.00	

- 2.6.3 All permanent full-time and permanent part-time employees will be eligible for this payment. Permanent part-time employees will receive the payment on a pro-rata basis.
- 2.6.4 Parties to this Agreement recognise that the allowance will only exist for the life of this Agreement and will not flow onto Electricians upon the expiry of this Agreement unless otherwise agreed during negotiations for a new Agreement.

## **2.7 Testing and Tagging of Electrical Equipment Allowance – Building Services officers**

- 2.7.1 As an additional strategy aimed at addressing the skills shortage of suitably qualified electricians, planned/scheduled Testing and Tagging of electrical equipment can be undertaken by Building Services officers (HBEA13 to HBEA11).
- 2.7.2 Where the employer requires Building Services officers (HBEA13 to HBEA11) to undertake testing and tagging (which will not include Testing and Tagging of high voltage equipment) an allowance of \$11.00 per week (or \$2.20 per day) will be made. This allowance shall not form part of the weekly wage and therefore not be considered an all purpose payment.
- 2.7.3 Before undertaking any such work, Building Services officers (HBEA13 to HBEA11) will be provided with the appropriate training imparted through an approved course and at the employer's expense.
- 2.7.4 The allowance will be payable from date of certification of the agreement.
- 2.7.5 This allowance applies for the term of this Agreement. The continued application of this allowance will be reviewed during negotiations of a replacement agreement.

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

### **3.1 Hours of Work**

#### **Day Workers**

- 3.1.1 Subject to clause 3.6 (Implementation of 38 Hour Week) of this Agreement, and subject to the exceptions hereinafter provided, the ordinary hours of work shall be an average of 38 per week, to be worked on one of the following bases:
- (a) 38 hours within a work cycle not exceeding seven consecutive days; or
  - (b) 76 hours within a work cycle not exceeding fourteen consecutive days; or
  - (c) 114 hours within a work cycle not exceeding twenty-one consecutive days; or
  - (d) 152 hours within a work cycle not exceeding twenty-eight consecutive days.
- 3.1.2 The ordinary hours of work prescribed may be worked on any five consecutive days in the week, Monday to Friday inclusive.
- 3.1.3 The ordinary hours of work prescribed herein shall not exceed 10 hours on any day; Provided that where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to the agreement of the Employer and the majority of employees in the plant or work section or sections concerned. An employee will be allowed to clean up during work hours if their work deals with toxic substances, or exceedingly dirty work.

### **3.2 Spread of Hours**

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

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

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

### **3.4 Shiftwork**

- 3.4.1 The ordinary working hours of shift workers shall not exceed an average of 38 per week, in a work cycle.
- 3.4.2 For any afternoon or night shift which has been in operation for not less than five afternoons or nights, fifteen (15) per cent more than ordinary rates shall be paid. This extra rate shall not apply to shift work performed on Saturdays, Sundays, and/or Public Holidays where weekend or public holiday penalty rates apply.
- 3.4.3 The number of ordinary working hours for afternoon and night shift workers shall be the same as provided in this Agreement for day workers.
- 3.4.4 Where shift work is performed over 7 days per week, shift workers shall be paid one and a half times the ordinary rates for all time worked in any shift between midnight Friday and midnight Saturday and at the rate of double time for shift work between midnight Saturday and midnight Sunday.
- 3.4.5 Where the ordinary night shift commences prior to midnight on any day, the time worked between the commencement of the ordinary night shift and midnight shall be calculated on a majority of shift basis in respect to ordinary hours worked where the starting and finishing times occur on different days over the period.
- 3.4.6 If a holiday mentioned in clause 4.8 falls on a day on which a shift worker is rostered off, an extra day shall be added to that shift workers annual leave.

### **3.5 Introduction of Shiftwork Arrangements**

- 3.5.1 (a) The union/s of all affected employees will be invited to participate in meaningful consultation when a Health Service District wishes to trial shift work arrangements in a Building, Engineering and Maintenance Service.
- (b) Such an invitation shall be issued prior to the development of any District policies and procedures in relation to such shiftwork.
- (c) Agreement to implementing shiftwork following meaningful consultation shall not be reasonably withheld.
- (d) Employees covered by this Agreement will participate in shiftwork on a voluntary basis unless they were specifically notified of the requirement to participate in shiftwork at their point of engagement.
- (e) The employer shall give reasonable consideration to the emergent personal circumstances of employees specifically engaged to perform shiftwork. Where practicable, the Employer shall balance operational requirements with the emergent needs of individual employees.
- 3.5.2 Clearly written protocols will be developed by the District, in consultation with relevant unions, prior to the implementation of shiftwork. Protocols to be developed should include, but not be limited to:
- Procedures for moving on and off shiftwork;
  - Safety and security for work performed after hours;
  - Reporting relationships;
  - Documentation responsibilities;
  - Preventative maintenance responsibilities; and
  - Response to requests to perform emergent work.
- 3.5.3 Trial arrangements
- (a) The trial period will continue for a period of six (6) months with an interim review of three (3) months. The parties will have the option to extend the period of the trial for a further period of six (6) months.
- (b) One (1) month before the conclusion of the trial, negotiations will occur to determine the working arrangements that will apply after the conclusion of the trial.

- (c) Negotiations will include representatives from the relevant unions. These negotiations will have due regard for:
  - (i) the view of the stakeholders as to the success and/or suitability of the new arrangements;
  - (ii) incidence of fatigue leave;
  - (iii) any other matter either party may consider relevant in determining the effectiveness and ongoing suitability of trail arrangements.

### **3.6 Implementation of 38 Hour Week**

- 3.6.1 The 38 hour week shall be implemented on one of the following bases, most suitable to the particular business, after consultation with, and giving reasonable consideration to the wishes of the employees concerned:
- (a) by employees working less than eight ordinary hours each day; or
  - (b) by employees working less than eight ordinary hours on one or more days each work cycle; or
  - (c) by fixing one or more work days on which all employees will be off during a particular work cycle; or
  - (d) by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.
- 3.6.2 Subject to the provisions of clause 3.1 of this Agreement, employees may agree that the ordinary hours of work are to exceed eight on any day, thus enabling more than one work day to be taken off during a particular work cycle.
- 3.6.3 Notwithstanding any other provision in this clause where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the majority of employees concerned may agree to accrue up to a maximum of five rostered days off. Where such agreement has been reached, the accrued rostered days off shall be taken within twelve calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.
- Where the ordinary work cycle provides for a rostered day off and a statutory holiday falls on that day, the rostered day off shall be moved to a day mutually agreed between the employer and the employees concerned.
- 3.6.4 Different methods of implementation of the 38 hour week may apply to individual employees, groups or sections of employees within Queensland Health.
- 3.6.5 Upon giving seven (7) days notice or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered, from time to time, following negotiations between the employer and employees.
- 3.6.6 Notwithstanding consultative procedures and notwithstanding any lack of agreement by employees, but subject to clause 3.1 the employer shall have the right to make the final determination as to the method by which the 38 hour week is implemented or worked from time to time.

### **3.7 Nine Day Fortnight**

- 3.7.1 In those Districts where the majority of employees work a 9 day fortnight all new employees and existing employees will maintain an entitlement to a 9 day fortnight (if the effected employee in the District wishes to change from a 19 day month to a 9 day fortnight).
- 3.7.2 During the life of the agreement, sites working other than a 9 day fortnight may seek to have their work pattern altered to a 9 day working pattern:
- (a) following meaningful consultation; and
  - (b) where this is agreed between the employer and the majority of affected employees; and
  - (c) if it is operationally feasible to do so.
- 3.7.3 Operational feasibility may be assessed by agreeing to trial a different pattern of work for a set period of time. In such circumstances evaluation criteria must be agreed prior to the commencement of any trial.

### **3.8 Weekend Work**

'Ordinary hours' of shift workers worked between midnight Friday and midnight Saturday shall be paid at one and half times the ordinary rate.

'Ordinary hours' of shift workers worked between midnight Saturday and midnight Sunday shall be paid at double the ordinary rate.

### **3.9 Overtime**

- 3.9.1 (a) All time worked in excess of that provided for in clause 3.1 (Hours of Work) or before the ordinary starting time or after the ordinary ceasing time shall be deemed overtime. Each day to stand by itself when overtime is being computed, except where an employee commences overtime on one day and continues to work such overtime into the next day.
- (b) Any employee called upon to work two consecutive shifts shall be paid at overtime rates for the second of such shifts.
- (c) For overtime worked in any calling in or in connection with which more than one shift per day is worked, shift workers shall be paid at the rate of double time.
- 3.9.2 (a) All overtime worked by an employee covered by the *Engineering Award - State*, except as hereinafter provided, shall be paid for at one and a half times the ordinary rate for the first three (3) hours, and double time thereafter.
- (b) All overtime worked by an employee covered by the *Building Trades Public Sector Award – State*, except as hereinafter provided, shall be paid for at one and a half times the ordinary rate for the first two (2) hours, and double time thereafter.
- (c) If employees, covered by the *Engineering Award – State*, are called upon to work overtime commencing on Saturday, they shall be paid at one and half times the ordinary rate for the first three (3) hours and double time thereafter with a minimum period of three hours' work or payment therefore.
- (d) If employees, covered by the *Building Trades Public Sector Award – State*, are called upon to work overtime commencing on Saturday, they shall be paid at one and half times the ordinary rate for the first two (2) hours and double time thereafter with a minimum period of three hours' work or payment therefore.
- (e) All overtime worked by any employee on Sunday shall be paid for at the rate of double time, with a minimum payment of three (3) hours at such overtime rate;
- Provided that such minimum payment shall not apply where the overtime immediately precedes or follows ordinary working hours.
- (f) Where employees covered by the *Engineering Award – State* are required to report to work between midnight and 6.00am they shall be paid at the rate of double the rate for all overtime so worked up to the ordinary starting time Monday to Friday and up to 7.00 am on Saturday.
- 3.9.3 (a) An employee who works so much overtime between the termination of the ordinary work on one day and the commencement of the ordinary work on the next day that the employee has not had a least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the Employer such an employee resumes or continues work without having had such ten consecutive hours off duty, then the employee shall be paid double rates until released from duty for such period and shall then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (b) The provisions of this subclause shall apply in the case of shift workers who rotate from one shift to another as if eight hours were substituted for ten hours when overtime is worked:
- (i) for the purpose of changing shift rosters; or
- (ii) where a shift worker does not report for duty; or
- (iii) where a shift is worked by arrangement between the employees themselves.
- (c) Where an employee shall have worked continuously (except for meal breaks) for twenty hours, the employee shall have a break of at least twelve hours without loss of pay for ordinary time occurring during such absence before again starting work.

- (d) (i) Employees who work so much overtime on any day other than an ordinary rostered working day that they have not had at least 10 consecutive hours off duty during the 15 hours immediately preceding their ordinary commencing time on the employee's next rostered working day, shall be released after the completion of such overtime until they have had 10 consecutive hours of duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of an authorised person such employees resume or continue to work without having had such 10 consecutive hours off duty, payment shall be made at double rates until the employee is released from duty for such period and the employee shall then be entitled to be absent until completing the required 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

This sub-paragraph shall not apply to employees required to work overtime which commences within the period of 10 hours immediately preceding their ordinary commencing time on their next ordinary rostered working day where the period of overtime is less than three (3) hours.

- (ii) Provided that any call commences within one (1) hour of commencing duty on the next ordinary rostered working day would not count as time worked for the purpose of granting Fatigue Leave as stated in paragraph (i) above.

3.9.4 Overtime shall be calculated to the nearest quarter of an hour, with a minimum period of fifteen minutes, in the total amount of time in respect to which overtime is claimed by an employee.

3.9.5 When an employee living more than two kilometres from the place of work, after having worked overtime, finishes work at a time when the customary means of transport is not available and the employee is unable to arrange reasonable alternative means of transport, the employer shall provide the employee with suitable means of transport to the employee's home.

### **3.10 Recall**

3.10.1 (a) An employee recalled to work overtime after leaving the Employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours' work at the appropriate rate for each time so recalled.

- (b) Provided that, except in the case of unforeseen circumstances arising, if the job recalled to perform is completed to the required standard within a shorter period, the employee shall not be required to work the full four hours. This clause shall not apply in cases where it is customary for an employee to return to the Employer's premises to perform a specific job outside the employee's ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time. Overtime worked in the circumstances specified in this clause shall not be regarded as overtime for the purpose of clause 3.8.3 when the actual time worked is less than three hours on such recall or on each of such recalls.

- (c) The parties recognise that it is the responsibility of management to develop and implement procedures and required work standards within each workplace.

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

#### **3.11.1 Meal Breaks**

- (a) (i) Employees shall be entitled to a meal break of a minimum of 30 minutes and a maximum of 60 minutes to be taken not later than six hours from the commencement of duty.

Provided this shall not apply to employees required by reason of their certificate of competency to remain in charge of an engine or boiler, such an employee will receive a paid crib break.

- (ii) Shift workers; shall be allowed 30 minutes for crib during each shift of at least 8 hours to be taken by the employee at such time and in such manner as will not interfere with continuity of work where continuity is necessary. No deduction shall be made from the wages of an employee for crib.
- (b) All work done during the recognised meal period shall be paid for at the rate of double time, such payment to continue until a meal break period has commenced.

- (c) Provided that (except in cases of emergency) no employee shall be required to work more than six hours without a break for a meal. Such meal period to be of the prescribed duration.
- (d) Provided that this provision shall not apply to employees who are required by legislation to maintain constant vigil over plant or equipment when no relief is available.
- (e) Employees will take meal breaks in suitable alternative locations where it is unreasonable for them to travel back to their regular workshop or headquarters to access such a break.

Such locations may be shared with other categories of employees.

#### 3.11.2 Rest Pauses

- (a) Except as herein provided each employee covered by this Agreement shall be entitled to a rest pause of ten minutes' duration in the employer's time in the first and second half of their daily work. Such rest pauses shall be taken at such times as will not interfere with continuity of work, where continuity is necessary.
- (b) Provided that an employer may elect to amalgamate the two ten minute rest pauses into one 20 minute rest pause to be taken in the first part of the working day, with such working day, where it is practicable, divided into approximately three equal working portions. Where the method of taking such rest pauses is to be altered the employer shall notify all employees concerned at least 48 hours before such alterations.
- (c) Employees will take rest pauses in suitable alternative locations where it is unreasonable for them to travel back to their regular workshop or headquarters to access such a break.  
Such locations may be shared with other categories of employees.

#### 3.11.3 Crib Break When Working Overtime – Monday to Friday

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

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

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

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

#### 3.11.4 Crib Break When Working Overtime – Weekends and Public Holidays.

- (a) Any employee required to work overtime on a Saturday or Sunday beyond the fifth hour of such overtime, shall be entitled to an unpaid meal break of thirty minutes.
- (b) Any employee required to work overtime on any Saturday, Sunday or Public Holiday, which is outside the scope of that covered by the provisions of 3.10.3(a) and (b) of this clause, shall if required to continue to work overtime for more than nine hours, be allowed thirty minutes for a crib, for which no deduction of pay is made, after nine hours worked.

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

- (c) No deduction of pay shall be made in respect of any crib break referred to in 3.10.3 and 3.10.4(b) of this clause.
- (d) Further, the employer shall supply a reasonable meal at the employer's expense for all paid breaks in subclause 3.10.3 and 3.10.4 of this clause, or pay an allowance of \$9.60 in lieu thereof.

This rate shall be adjusted in accordance with increases to clause 6.3.10 of the *Building Trades Public Sector Award – State*.

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

### **4.1 Recreation Leave**

4.1.1 An employee (other than a casual employee) covered by this Agreement shall at the end of each year of such employee's employment be entitled to an annual holiday on full pay; as set out hereunder.

4.1.2 The accrual rate for annual leave as from 1 July 1990, shall be as follows:

- (a) for non-continuous shift workers and day workers 152 hours per annum (i.e. 4 weeks annual leave per annum on a 38 hour week basis).
- (b) for continuous shift workers 190 hours per annum (i.e. 5 weeks annual leave per annum on a 38 hour week basis).

4.1.3 Leave Debits – Leave debits on and after 1 July 1990, will be equivalent to the ordinary hours employees would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.

4.1.4 Rostered Day off arising from the implementation of the 38 hour week – An employee shall not derive any additional benefit for Rostered Days off falling within a period of Annual Holidays.

Such annual holiday shall be exclusive of any statutory holiday which may occur during the period of that annual holiday and (subject to subclause 4.1.7 hereof) shall be paid for by the employer in advance –

In the case of any and every employee in receipt immediately prior to that holiday of ordinary pay at a rate in excess of the ordinary rate payable under this Agreement at the excess rate; and

In every other case, at the ordinary rate payable to the employee concerned immediately prior to that holiday under this Agreement.

4.1.5 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the holiday to the employee from the date of the termination of the employment and shall forthwith pay to the employee, in addition to all other amounts due to the employee, the employee's pay, calculated in accordance with subclause hereof, for the employee's annual leave entitlements and also the employee's ordinary hours pay for any statutory holiday occurring during such period of annual leave.

4.1.6 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due to such employee, an amount equal to one-twelfth of such employee's pay for the period of such employee's employment, calculated in accordance with subclause 4.1.7 hereof, or one-ninth in the case of continuous shift workers.

4.1.7 Calculation of Annual Holiday Pay – In respect to Annual Holiday entitlements to which this subclause 4.1.7 applies, annual holiday pay (including any proportionate payments) shall be calculated as follows:

- (a) Shift Workers – Subject to provision (c) hereof the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee roster or projected roster; including Saturday, Sunday or holiday shifts.
- (b) Trade Coordinators/Leading Hands – Subject to provision (c) hereof; Trade Coordinator/Leading Hand allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during Annual Holidays.
- (c) Employees in receipt of the \$16.10 overaward payment – The \$16.10 overaward payment will be paid when such an employee takes leave in accordance with this clause.
- (d) All employees – Subject to provision (e) hereof; in no case shall the payment by an employer to an employee be less than the sum of the following amounts:

- (i) the employee's ordinary wage rate as prescribed in the Agreement for the period of the Annual Holidays (excluding shift premiums and weekend penalty rates);
- (ii) leading hand allowance, trade co-ordinators allowance or amounts of a like nature;
- (iii) a further amount calculated at the rate of seventeen and one half per centum of the amounts referred to in paragraphs (i) and (ii) of this provision.

(e) Provision (d) hereof shall not apply to the following:

Any period or periods of Annual Holidays exceeding –

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

to ensure leave loading is not paid on any additional days leave accrued under clauses 3.4.5 and 3.6.3 of this Agreement.

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

Unless the employee shall otherwise agree the employer shall give the employee at least fourteen days notice of the date from which the employee's annual holiday shall be taken.

Except in the case of termination of service it shall not be lawful for the employer to give or for any employee to receive money in lieu of annual leave.

Annual leave shall be in addition to any notice of termination of service.

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

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

All employees shall have their recreation leave debited by the number of ordinary hours they would have worked between Christmas and New Year's Day inclusive when there is a compulsory closure of Government establishments over the Christmas/New Year period. The Provisions of *IRM 2.5-4 – Compulsory Christmas/New Year Closure* apply to and are deemed to form part of this Agreement.

## 4.2 Sick Leave

Every employee (other than a casual employee) shall accrue an entitlement to leave of absence on account of illness (sick leave) to the extent of 10 working days a year on full salary/wage for each year of service, with a proportional amount to be taken for an incomplete year of service, in accordance with the *Directive of the Minister for Employment, Training and Industrial Relations 19/05 – Sick Leave*, made pursuant to section 34(2) of the *Public Service Act 1996* and IRM 11.3-1 '*Leave – Sick – Entitlement, Conditions, Special Sick Leave, Part-time*'.

Moreover, as respects any completed period of employment of less than one year with an Employer, an employee shall become entitled to one day's sick leave for each one month and six days of such period.

## 4.3 Bereavement Leave

All employees covered by this Agreement shall be entitled to Bereavement Leave subject to and in accordance with the provision of the *Directive of the Minister for Employment, Training and Industrial Relations 13/05 – Bereavement Leave*, made pursuant to section 34(2) of the *Public Service Act 1996* and IRM 11.7-1 '*Leave – Family Responsibilities – Bereavement*'.

#### 4.4 Long Service Leave

All employees covered by this Agreement shall be entitled to long service leave on full pay under, subject to, and in accordance with the provisions of the *Directive of the Minister for Employment, Training and Industrial Relations 21/05 – Long Service Leave*, made pursuant to section 34(2) of the *Public Service Act 1996* and IRM 11.4-1 '*Leave – Long Service Leave – Entitlements, Conditions, Payment in Lieu, Cast Equivalent, Casuals, Home Helps, Part-time and Termination Payment*'.

#### 4.5 Parental Leave

All employees covered by this Agreement shall be entitled to Parental Leave subject to, and in accordance with the provisions of IRM 11.7-2 – *Leave – Family Responsibilities – Parental*.

#### 4.6 Family Leave

All employees covered by this Agreement shall be entitled to Family Leave, subject to, and in accordance with IRM 11.7-3 – *Leave – Family Responsibilities*.

#### 4.7 Conversion of Leave

Conversion of accrued leave – All accumulated or accrued leave up to and including 30 June 1990, shall be credited on the basis of a 38 hour week and rates of pay applicable to such leave shall be calculated on the basis of a 38 hour divisor. Consequently credits will be converted as follows:

- If in weeks x 38 hours
- If in days x 7.6 hours
- If in hours x no of hours x 7.6/8

#### 4.8 Public Holidays

- 4.8.1 All work done by any employees on Good Friday, Christmas Day, the twenty-fifth day of April (Anzac Day), the first day of January, the twenty-sixth day of January (Australia Day), Easter Saturday (the day after Good Friday), Easter Monday, the Birthday of the Sovereign and Boxing Day, or any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday, shall be paid for at the rate of double time and a half with a minimum of four hours.
- 4.8.2 All employees covered by this Agreement shall be entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday), irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such an employee shall be paid a full day's wage for that day and in addition a payment for the time actually worked by that person at one and a half times the ordinary rates prescribed for such work with a minimum of four hours.
- 4.8.3 All work done by employees in a district specified from time to time by the Minister by notification published in the Gazette on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification of such district shall be paid for at the rate of double time and a half with a minimum of four hours.
- 4.8.4 For the purposes of this clause, where the rate of wages is a weekly rate, 'double time and a half' shall mean one and one half day's wages in addition to the prescribed weekly rate, or pro rata if there is more or less than a day; provided that when an employee has not worked on any ordinary working day between Christmas Day and New Year's Day; or claimed against their recreation leave for this period, the employer may deduct from the weekly wage a proportionate amount for the day or days not worked.
- 4.8.5 All time worked on any of the aforesaid holidays outside the ordinary starting and ceasing times prescribed by this Agreement for the day of the week on which such holiday falls shall be paid for at double the rate prescribed by the Agreement for such time when worked outside the ordinary starting and ceasing times on an ordinary working day.

- 4.8.6 Where there is agreement between the majority of employees concerned and the employer; and subject to statutory limitations, other ordinary working days may be substituted for the statutory holidays specified in this clause; provided that, where an employee is subsequently required to work on such substituted day, the employee shall be paid the rate applicable for the holiday that has been substituted.
- 4.8.7 Any and every employee who, having been dismissed or stood down by an employer during the month of December in any year, shall be re-employed by that employer at any time before the end of the month of January in the next succeeding year shall, if that employee shall have been employed by that employer for a continuous period of two weeks or longer immediately prior to being so dismissed or stood down, be entitled to be paid and shall be paid by the employer (at the ordinary rate payable to that employee when so dismissed or stood down) for any one or more of the following holidays, namely, Christmas Day, Boxing Day, and the first day of January occurring during the period on and from the date of the employee's dismissal or standing down to and including the date of the employee's re-employment as aforesaid.

## **PART 5 – RESTRUCTURING AND RECLASSIFICATION**

### **5.1 Classification/Reclassification**

- 5.1.1 All applications for reclassification above HBEA8 will be moderated by Corporate Human Resource/Industrial Relations Policy & Strategy Centre (CHRIRPSC), Queensland Health prior to any Health Service District approving an employee's reclassification above HBEA8.
- 5.1.2 All successful reclassification applications will take effect as from the date of the Building, Engineering and Maintenance Services Manager (or equivalent) recommends the application. Provided that the Manager (or equivalent) recommends the application within fourteen (14) days. Where this timeframe is not met and the application is recommended the successful reclassification date will be effective no greater than fourteen (14) days from receipt of the application.
- 5.1.3 Any disputes in relation to classification or reclassification shall be handled in accordance with the Grievance Procedures outlined in IRM 3.5 '*Grievance Resolution, EB6 Grievance Settling; and Industrial Disputes*'.
- 5.1.4 Building, Engineering & Maintenance Services Managers (or equivalent) will provide employees with feedback in a timely manner where applications have not been recommended.

### **5.2 Classifying Employees in the Absence of Standards**

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

### **5.3 Implementation by Agreement at the Enterprise**

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

## 5.4 Points Value

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

Award Classification Level	Recommended Points
HBEA 13	-
HBEA 12	32
HBEA 11	64
HBEA 10	96
HBEA 9	12 additional points above HBEA 10
HBEA 8	24 additional points above HBEA 10
HBEA 7	36 additional points above HBEA10 (including a minimum of 12 points specialist competencies)
HBEA 6	48 additional points above HBEA 10 (including a minimum of 12 points specialist competencies)
HBEA 5	72 additional points above HBEA 10 (including a minimum of 12 points specialist competencies)

## 5.5 Reclassification from HBEA10 to HBEA9 – Queensland Health specific criteria for Building and Engineering Trades.

- (a) All tradespersons employed at HBEA10 will be eligible to apply for reclassification to HBEA9 in accordance with the provisions of Schedule 2 of this Agreement.
- (b) Reclassification will be dependent upon the employee being able to demonstrate the attainment and utilisation of required Queensland Health specific knowledge as specified in Schedule 2 of this Agreement.
- (c) All applications must provide the necessary evidence to satisfy subclause (b) above.

## 5.6 Reclassification - Building Trade Employees

5.6.1 This Agreement provides for a Queensland Health specific process for the reclassification of building trades employees.

5.6.2 Reclassification of building trade employees is dependant upon the employee meeting the criteria outlined in Schedule 2. This shall be determined through an assessment of the skills and abilities of the employee seeking advancement.

5.6.3 An employee seeking reclassification must be able to demonstrate competencies in relation to:

- (a) Specialist skills, as defined, in the particular trade in which the employee is primarily employed; and/or
- (b) A range of skills in comparable trades other than that in which they are primarily employed, which would allow an employee to perform a range of duties across trades as required by the Health Service District.

5.6.4 In addition, the Health Service District must be able to demonstrate that the enhanced skills of a building trade employee are required and will be utilised by the District.

5.6.5 The process for reclassification of building trade employees shall be as follows:

(a) Formal Recognition of Skills

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

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

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

(b) Re-classification

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

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

(c) Progression Through the Classification Structure

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

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

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

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

- (i) Acquisition of '12' points at the AQF4 Level or higher from specialist cross trade competencies or specialist post trade competencies in addition to the requirements of the employee's current level. Provided however that advancement from HBEA6 to HBEA5 shall required acquisition of an additional 24 points; or

- (ii) Acquisition of '12' points of pre-determined specialist cross trade competencies or specialist post trade competencies in addition to the requirements of the employee's current level. These competencies will be detailed in the Queensland Health Competency Menu that will be agreed between the relevant trade unions and the employer.
- (iii) The assessed competencies must be relevant to the work being performed and required by the employer.
- (iv) Competencies may be drawn from other trade qualifications.

## **5.7 Reclassification – Engineering Trade Employees**

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

## **5.8 Queensland Health Competency Menu**

The parties to this agreement have developed a Queensland Health Competency Menu to capture those skills and/or qualifications relevant to the department and define an agreed point value per competency. Those skills not currently recognised, will be recognised from the date the parties agree to recognise the skills and assign agreed points or from 1 April whichever, is the sooner, as long as an employee seeks recognition of specific skills prior to the 31 March 2006.

A review of the menu will be undertaken on a 12 monthly basis by the sub SBU BEMS committee.

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

### **6.1 Employer Duties**

An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training consistent with the employee's classification, provided that such duties are not designed to promote de-skilling.

Any employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

Any direction issued by the employer pursuant to this clause shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

### **6.2 Employee Duties**

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

### 6.3 Employment Contract

#### 6.3.1 Contract of Employment

Upon engagement all employees will be clearly advised of the nature of their employment contract i.e. whether they have been employed on a full-time, part-time, permanent temporary or casual basis.

#### 6.3.2 Termination of Employment

(a) *Termination by Employer* – (Other than temporary or casual employee).

- (i) In order to terminate the employment of an employee, the Employer shall give the following notice:

Period of Continuous Service	Period of Notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

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

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

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

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

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

(b) *Termination of Temporary Employee by Either Party* – Either party may terminate the engagement of a temporary employee by the giving of one weeks notice, or payment of forfeiture of one weeks wage in lie of such notice.

Such notice shall only be provided having regard to the terms of the employee's letter of appointment.

(c) *Termination of Casual Employee*

- (i) Termination of employment by either party shall be by giving two hours notice, or payment/forfeiture in lieu thereof;

- (ii) Prior to commencement casual employees will be advised of the hours that they will be required for each day they are engaged. Where an employer does not require a casual employee to work for the total hours engaged for that day, the casual will receive payment in lieu thereof. Wherever practicable, a casual employee will be advised the day before they are required.

(d) *Notice of Termination by Employee* – The notice of termination required to be given by an employee shall be 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.

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

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

### 6.3.3 Redundancy

The provisions of clause C of the *Statement of Policy of Termination of Employment, Introduction of Changes and Redundancy* contained in the decision of the Full Bench of the Commission dated 16 June 1987 and published in the Queensland Government Industrial Gazette Vol 125, folios 1119-1121, as amended by 125 QGIG 1377 and 126 QGIG 188, shall not apply to the extent that the provisions of the redundancy arrangements as outlined in the office of the Public Service

Commissioner Directive 10/05 – Retrenchment, and Directive 11/05 – Voluntary Early Retirement, provide for superior conditions.

## 6.4 Employment Categories

### 6.4.1 Employment

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

### 6.4.2 Probation

- (a) This clause does not apply in relation to an appointment to an officer within a Health Service District made on a contract basis.
- (b) A person who is not already an officer or employee of a Health Service District, or the Public Service as defined in the *Public Service Act 1996* and who is appointed to a Health Service District shall be so appointed on probation for a period of not less than three (3) months.
- (c) Where a person has been appointed on probation in accordance with the above provision:

If immediately before the person's appointment they were not an employee, the District Manager may:

- (i) at any time during a period of probation, terminate the employment in the District Health Service of the person;
- (ii) upon the expiry of a period of probation, confirm the appointment; extend the period of probation, or rescind the appointment and thereby terminate the employment of the person in the Health Service District;
- (iii) If a person who has been appointed on probation in compliance with subsection 6.4.2(b) is still serving a period of probation upon the expiry of seven (7) months after that date of appointment on probation, and the appointment has been neither confirmed nor rescinded, the appointment shall be deemed to have been confirmed upon that expiry.
- (d) The employer shall provide an employee on probation with ongoing feedback and counselling throughout their period of probation.
- (e) An employee on probation shall be given the opportunity to show cause why their probationary employment shouldn't be either extended for a further three (3) months or terminated before any such action is taken.

### 6.4.3 Part Time

The following conditions shall be applicable to Part Time Employees:

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

- (b) The ordinary daily working hours shall be worked continuously, excluding meal breaks, and shall not be less than four (4) hours, or more than ten (10) hours per day, provided always that such hours are fewer than 38 per week.

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

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

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

Excess Fares and Travelling Time	2.6.1
On-Call Allowances	2.6.4
Meal Allowance	3.10.4(d)

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

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

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

#### 6.4.4 Casual Employment

The following conditions shall be applicable to Casual Employees:

- (a) A casual employee shall be paid 23% in addition to the ordinary rates of pay for the class of work upon which such employee is engaged. Each daily engagement shall stand alone.
- (b) The casual loading shall be in lieu of all leave entitlements applicable. It does not preclude a casual employee being entitled to long service leave entitlements under section 47 of the *Industrial Relations Act 1999*.
- (c) The daily working hours shall be worked continuously, excluding meal breaks, and shall not be less than two (2) hours, or more than ten (10) hours per day, provided always that such hours are fewer than 38 per week.
- (d) Where applicable, a casual employee shall be entitled to the provisions of overtime weekend penalty rates, payment for work performed on public holidays, and payments for Live Sewerage and Working in the Rain.
- (e) Provided also that in addition to the provisions of subclause (a) above, where an applicable allowance is divisible and payable pro-rata a casual employee shall be further entitled to payment of the applicable allowance.
- (f) Except as provided in this clause, a casual employee shall be entitled to any other applicable allowances provided that the following provisions do not apply:
- |                                     |              |
|-------------------------------------|--------------|
| (i) Fares and Travelling Allowance  | Clause 2.6.1 |
| (ii) All purpose over award payment | Clause 2.2.3 |

#### 6.4.5 Temporary Employment

Temporary employees shall be engaged in accordance with *IRM 1.2 Temporary/Fixed Term Employment*.

### 6.5 Recognition of Previous Service

The conditions prescribed in *Directive of the Minister for Employment, Training and Industrial Relations 02/03 - Recognition of Previous Service*, made under the provisions of section 34(2) of the *Public Service Act 1996*, existing at the date of this Agreement and any amendments thereto, apply to employees covered by this Agreement.

### 6.6 Guidelines for Contractors

The parties agree that contractors shall be utilised in accordance with clause 6.2 and 6.3 of the *Queensland Health Sector Certified Agreement (No. 6) 2005* until it expires or is replaced by another Agreement.

### 6.7 Guidelines for the Engagement of Contractors

#### 6.7.1 Engagement of Contractors

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

1. Planned Maintenance;
2. Corrective Maintenance (Breakdown/repairs);
3. Minor Works; and
4. Major Works.

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.

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.

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.

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:

- (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.

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.

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 following principles:

#### 6.7.2 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*. 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.

#### 6.7.3 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 Building, Engineering and Maintenance Services (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.

#### 6.7.4 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.

### 6.8 Abandonment of Employment

The absence of an employee from work for a continuous period exceeding three (3) working days without the consent of the employer and without notification to the employer shall be prima facie evidence that the employee has abandoned their employment.

Provided that, if within a period of seven (7) days from their last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted, an employee has not established to the satisfaction of their employer that they were absent for reasonable cause, they shall be deemed to have abandoned their employment.

Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted or the date of the last absence in respect of which notification was given to the employer, whichever is the latter.

## **6.9 Absence from Duty**

In order to ensure the appropriate level of services are available to the public at all times, individual employees will be responsible for notifying the employer of their intended absence from duty as soon as practicably possible.

Employees wishing to be absent from the workplace after commencing their normal working day must first seek the express permission of the employer prior to leaving the workplace.

## **6.10 Performance Appraisal and Development (PAD)**

### **6.10.1 General Principles – Part One**

- (a) The PAD process identifies the performance criteria that must continue to be met by the employee.
- (b) The employee can nominate a support person to participate in there PAD process.
- (c) At the six (6) monthly review any continuing concerns with performance must be raised with the employee to enable the employee to work towards addressing these prior to their final review.
- (d) All employees to be provided with basic training in performance appraisal and development.
- (e) Delegates to be provided with additional training to enable them to provide assistance to employees (if requested).

### **6.10.2 General Principles – Part Two**

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

## **6.11 Code of Conduct**

Queensland Health is committed to the principle that ethical practices are central to public accountability and delivery of effective and efficient building, engineering and maintenance services to Health Service Districts.

Queensland Health management, staff and unions are committed to the full implementation of the *Queensland Health Code of Conduct 2006*, and encourages and recognises amongst other things, individual's honesty, respect for each other, and efficient and appropriate use of resources.

Queensland Health will provide all employees with access to the *Queensland Health Code of Conduct 2006*. Employees are responsible for reading the Code of Conduct and contacting the Manager responsible for their Building, Engineering and Maintenance Service or their District Human Resource Unit if they require further information or if they come across an issue they do not know how to handle.

## **PART 7 – COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **7.1 Consultation Mechanisms**

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

### **7.2 Consultation and Dispute Settling Provisions**

#### **7.2.1 Effective Consultation Practices**

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

The parties to this agreement are committed to involving employees and their representatives in the decision-making processes affecting the workforce. This includes the provision of information on policy, planning and management strategies for service delivery. Employees will be encouraged to participate in the consultation processes by allowing adequate time to understand, analyse and respond to such information.

Consultation requires the exchange of timely information and genuine desire for the consideration of each party's view before making a final decision.

#### 7.2.2 Local Consultative Forum B&E

Each Health Service District will establish and maintain a Local Consultative Forum (LCF). For those Districts with limited numbers of Building, Engineering & Maintenance staff a small gathering of all 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 (10) times annually at times mutually agreed by the parties.

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

Matters that cannot be resolved through the LCF will be referred to the District Consultative Forum (DCF) see Schedule 4 (referral forms). A union member of the LCF will attend the DCF and provide any updates back to the LCF at the next meeting.

#### 7.2.3 District Consultative Forum

EB6 requires each District Health Service to establish and maintain a District Consultative Forum (DCF).

Matters that are not able to be addressed at the LCF will be tabled and discussed through this forum. Matters that cannot be resolved via the DCF will be referred to the Building, Engineering and Maintenance Services SBU sub committee, please see Schedule 4 (referral forms).

#### 7.2.4 Building, Engineering & Maintenance Services State Bargaining Unit Sub Committee

The Building, Engineering & Maintenance Services State Bargaining Unit Sub Committee (BSSC) was formed to deal specifically with Building, Engineering and Maintenance Services issues that cannot be resolved at the local district consultative forums (LCF/DCF).

The BSSC will facilitate meaningful consultation between Queensland Health/Mater Health Services (employers) and relevant unions regarding industrial issues affecting the employers of the Building, Engineering & Maintenance Services workforce.

As outlined in part 12 of the *Queensland Public Health Sector Certified Agreement (No. 6) 2005* the parties agree to participate in ongoing interest based bargaining discussions and any referrals from the DCF's.

Where such matters cannot be resolved at the BSSC they will be referred to the State Bargaining Unit (SBU).

In the case of emergent situations the BSSC will hear any concerns raised by the unions not directly discussed at the local district forums (LCF/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.

### 7.3 Introduction of Major Change

#### 7.3.1 Employers Duty to Notify

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Employer shall notify the employees who may be affected by the proposed changes and their Industrial Organisation or Industrial Organisations. In circumstances where an Employer is considering contracting out, the Employer shall follow the provisions outlined in clause 4.1 of the *Queensland Public Health Sector Certified Agreement (No. 6) 2005* until it expires or is replaced by another Agreement.

- (b) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the Employers 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 the section makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

### 7.3.2 Employer's Duty to Discuss Change

- (a) The Employer shall discuss with the employees affected and their Industrial Organisation or Industrial Organisations, inter alia, the introduction of the changes referred to in provision (1)(a) hereof, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees.
- (b) The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in provision (1)(a) hereof. Where possible discussions will be held before a decision is made.
- (c) For the purpose of such discussion, the Employer shall provide in writing to the employees concerned and their Industrial Organisation or Industrial Organisations; 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 inimical to their interests.

## **PART 8 – FLEXIBILITY**

### **8.1 Enterprise Flexibility**

8.1.1 As part of the structural efficiency exercise and as an ongoing process for improvements in productivity and efficiency, discussion should take place at an enterprise level to provide:

- (i) more flexible working arrangements;
- (ii) improvement in the quality of working life;
- (iii) enhancement of skills, training and job satisfaction;
- (iv) positive assistance in the restructuring process; and
- (v) encourage consultation mechanisms across the workplace to all employees in an enterprise.

8.1.2 Consultative mechanisms and procedures shall be established in accordance with clause 7.1 of this Agreement.

8.1.3 The purpose of the consultative mechanisms and procedures is to facilitate the efficient operation of the enterprise or workplace according to its particular needs.

8.1.4 This agreement can be varied to change work practices to facilitate the efficient operation of a work place, provided that no change will be used to reduce Award/Agreement standards, and any change must be agreed to by the majority of employees affected.

8.1.5 When this Certified Agreement is varied to give effect to an agreement made pursuant to clause 8.1(c), the variation shall become a schedule to this Certified Agreement and the variation shall take precedence over any provision of the Certified Agreement to the extent of any expressly identified inconsistency.

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

### **9.1 Training**

9.1.1 Training covered by SARAS – i.e. training specific to the employee's development. Training approved under SARAS will complement the classification structure so as to provide for career advancement.

- (a) Application from building, engineering and maintenance services staff to complete the following types of courses will be eligible for support in accordance with the Queensland Health Study and Research Assistance Scheme known as SARAS:

- (i) TAFE Advanced Certificate in Engineering where the modules are relevant;
  - (ii) TAFE Engineering Production Certificate Course where the modules are relevant;
  - (iii) other equivalent courses of study which will allow reclassification. If the course of study is relevant to other areas of employment relevant to Queensland Health it may be considered under the Desirable category.
- (b) Applications approved in accordance with (a) above will be categorised as Highly Desirable Part-time which provides for:
- (i) Up to a maximum of 8 hours per week during normal hours of duty to attend lectures not offered outside of normal hours of work – this may also include reasonable travel time where necessary;
  - (ii) Exam leave, including time for travel, with pay to attend exams during normal hours of work;
  - (iii) Up to 5 days leave without pay per subject up to a maximum of 20 days per year for study purposes. Leave may be taken on half or full day basis, and may be deducted from recreational leave;
- For compulsory residential schools, leave to a maximum of 15 days per annum with pay and 5 days without pay. Travel and accommodation expenses to and from, but not during the residential school may be reimbursed at the discretion of the District Manager, or approved delegate. Employees required to attend local, **compulsory** schools may also access this provision, but not the reimbursement of travel/accommodation expenses;
- (iv) Reimbursement of statutory fees, (tuition, student services, examination fees – but not HECS) up to a sum less than or equal to the full-time student services fees for the University of Queensland, upon successful completion of studies.
- (c) The District Manager, or approved delegate, will have the discretion to approve an application for a higher level of support under SARAS, as long as it meets SARAS criteria.
- (d) Leave during normal work hours will be subject to operational convenience, ie. there must be sufficient employees to deal with emergent situations during normal hours of work.
- (e) Nothing in this clause will limit the ability of Building and Engineering employee to access any improvements in SARAS arrangements that may be implemented after the certification of this Agreement.

#### 9.1.2 Corporate Training – i.e. Training Specific to the Needs of the Health Service District

Where there is an identified corporate training need which will enable Building and Maintenance Services to meet service needs (eg. maintenance training on new hospital equipment), an appropriate means of training should be identified. Training means may include, but will not be restricted to: using various forms of on-the-job training; networking within and between Districts; and through utilisation of internal or external training providers.

9.1.3 Each facility shall develop a training plan, which takes into account the existing and projected corporate need for training within the Building and Engineering Services area. Training plans should take into consideration the need to stay abreast of new technology.

9.1.4 All applications for training within Building, Engineering and Maintenance Services will receive fair and reasonable consideration by management. However, preference will be given to suppliers of nationally accredited training, and all applications for training will be subject to normal budget prioritisation processes within the Facility/District.

9.1.5 Grievances regarding access to training should be lodged in accordance with the Grievance Procedures set out in clause 7.2 of this Agreement.

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

### **10.1 Uniforms and Protective Clothing**

- 10.1.1 If it is identified that an employee must wear protective footwear, clothing or equipment to meet the requirements of Workplace Health and Safety legislation the Employer shall provide, at not cost to the employee, appropriate protective footwear, clothing and equipment.
- 10.1.2 (a) All permanent employees and temporary employees engaged for six (6) months or more, shall be provided with a minimum of five (5) sets of uniforms of a standard that meets the Employer's workplace health and safety obligations.
- (b) The following uniforms should be supplied (where appropriate):
- (i) Shirts
  - (ii) Trousers and/or shorts
  - (iii) 1 x Overall
  - (iv) Safety Equipment (i.e. ear and eye protection)
  - (v) 1 x Jacket (for working in the rain and/or cold conditions)
  - (vi) Reflective Strips (where not already supplied on jackets).
- (c) Uniforms shall be issued within a reasonable period of an employee's commencement, and shall be returned to the Employer upon termination, resignation or retirement of employment.
- (d) Employees covered by this Agreement are not entitled to have their uniforms laundered by the Employer, or receive an allowance in lieu of laundering. However, during the life of this Agreement, the practice of laundering uniforms may cease after employees are consulted and provided with a reasonable period of notice.
- 10.1.3 Protective footwear, equipment and clothing as per clause 10.1.1 and uniforms in clause 10.1.2 will be replaced on a fair wear and tear basis.
- 10.1.4 Where employees are not currently provided with five (5) sets of uniforms, they will be issued with additional uniforms within three (3) months of the date of certification of this Agreement.
- 10.1.5 The employer will instruct the employee were appropriate to replace uniforms if appear worn and/or torn.

## **10.2 Occupational Health and Safety Matters**

The use of personal protective clothing and equipment together with the relevant safety measures as set out in the *Workplace Health and Safety Act 1989*, and Regulations, and relevant Codes of Practice, are to be followed at all times.

## **10.3 Compensation for Clothes and Tools**

- (a) A Building Trades employee shall be reimbursed by the employer to a maximum of \$1,348 for loss of tools or clothes by fire or breaking and entering whilst securely stored at the employer's direction in a room or building on the employer's premises, job or workshop or in a lock-up as provided in the Building Trades Public Sector Award – State or if the tools are lost or stolen while being transported by the employee at the employer's direction, or if the tools are accidentally lost over water or if the tools are lost or stolen leaving the job because of injury or illness.

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

- (b) This amount shall be adjusted; with variations to clause 10.1.2 Compensation for Tools and Clothes of the *Building Trades Public Sector Award – State* as from the applicable operative date.
- (c) Unless prevented from doing so because of injury or illness it is the responsibility of the employee to ensure that the employee's tools are securely stored at the completion of each days work or shift.

Where an employee is absent from work because of illness or accident and has advised the employer in accordance with clause 7.2 (Sick Leave) of the *Building Trades Public Sector Award – State*, the employee shall ensure that the employee's tools continue to be securely stored during such absence.

- (d) When an employer requires an employee to wear specific safety eye wear the employer will pay and supply the appropriate safety eye wear.

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

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

The amount detailed in (a) above is to increase in accordance with increases to clause 10.1.2 of the *Building Trades Public Sector Award – State*.

#### **10.4 Work in Rain**

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

#### **PART 11 – LEAVE RESERVED MATTERS**

This agreement is a full and final settlement of all leave reserved matters contained within the *Queensland Public Health Sector Certified Agreement (No.6) 2005*, Part 12 for matters affecting building and engineering employees.

**SCHEDULE 1 WAGES**

Classification Level	Pay Point	Wage Rates payable from 01/09/05		Wage Rates payable from 08/0506		Wage Rates Payable from 01/09/06		Wage Rates Payable from 01/09/07	
		Per Week	Per Annum	Per Week	Per Annum	Per Week	Per Annum	Per Week	Per Annum
<b>HBEA 13</b>	1	\$625.10	\$32,617	\$625.10	\$32,617	\$655.10	\$34,182	\$685.10	\$35,747
	2			\$640.70	\$33,431	\$670.70	\$34,996	\$700.70	\$36,562
<b>HBEA12</b>	3	\$656.90	\$34,276	\$656.90	\$34,276	\$686.90	\$35,841	\$716.90	\$37,407
	4			\$673.30	\$35,132	\$703.30	\$36,697	\$733.30	\$38,263
<b>HBEA11</b>	5	\$686.80	\$35,836	\$686.80	\$35,836	\$716.80	\$37,402	\$746.80	\$38,967
	6			\$704.00	\$36,734	\$734.00	\$38,299	\$764.00	\$39,865
	7			\$721.60	\$37,652	\$751.60	\$39,217	\$781.70	\$40,788
<b>Engine Drivers</b>	1			\$686.80	\$35,836	\$716.80	\$37,402	\$746.80	\$38,967
	2			\$704.00	\$36,734	\$734.00	\$38,299	\$764.00	\$39,865
	3			\$721.60	\$37,652	\$751.60	\$39,217	\$781.70	\$40,788
	4	\$733.30	\$38,263	\$733.30	\$38,263	\$763.30	\$39,828	\$793.80	\$41,419
	5			\$751.60	\$39,217	\$782.40	\$40,825	\$813.60	\$42,452
	6			\$770.00	\$40,178	\$801.50	\$41,821	\$833.50	\$43,491
<b>HBEA 10</b>	1	\$733.30	\$38,263	\$733.30	\$38,263	\$763.30	\$39,828	\$793.80	\$41,419
	2			\$751.60	\$39,217	\$782.40	\$40,825	\$813.80	\$42,452
	3			\$770.00	\$40,178	\$801.50	\$41,821	\$833.50	\$43,491
<b>HBEA 9</b>	1	\$766.90	\$40,178	\$770.00	\$40,178	\$801.50	\$41,821	\$833.50	\$43,491
	2			\$788.30	\$41,132	\$820.60	\$42,818	\$853.30	\$44,524
	3			\$806.60	\$42,087	\$839.60	\$43,809	\$873.20	\$45,562
<b>HBEA 8</b>	1	\$802.80	\$42,087	\$806.60	\$42,087	\$839.60	\$43,809	\$873.20	\$45,562
	2			\$825.00	\$43,047	\$858.70	\$44,806	\$893.00	\$46,595
	3			\$843.30	\$44,002	\$877.80	\$45,802	\$912.90	\$47,634
<b>HBEA 7</b>	1	\$839.40	\$44,002	\$843.30	\$44,002	\$877.80	\$45,802	\$912.90	\$47,634
	2			\$861.60	\$44,957	\$896.90	\$46,799	\$932.70	\$48,667
	3			\$880.00	\$45,917	\$915.90	\$47,790	\$952.60	\$49,705
	4			\$898.30	\$46,872	\$935.00	\$48,787	\$972.40	\$50,738

Classification Level	Pay Point	Wage Rates payable from 01/09/05		Wage Rates payable from 08/05/06		Wage Rates Payable from 01/09/06		Wage Rates Payable from 01/09/07	
		Per Week	Per Annum	Per Week	Per Annum	Per Week	Per Annum	Per Week	Per Annum
<b>HBEA 6</b>	1	\$912.40	\$47,827	\$916.60	\$47,827	\$954.10	\$49,784	\$992.20	\$51,772
	2			\$935.00	\$48,787	\$973.20	\$50,780	\$1,012.10	\$52,810
	3			\$953.30	\$49,742	\$992.30	\$51,777	\$1,031.90	\$53,843
<b>HBEA 5</b>	1	\$949.00	\$51,657	\$990.00	\$51,657	\$1,030.50	\$53,770	\$1,071.60	\$55,915
	2			\$1,008.30	\$52,612	\$1,049.50	\$54,761	\$1,091.50	\$56,953
<b>HBEA 4</b>	1	\$985.30	\$53,567	\$1,026.60	\$53,567	\$1,068.60	\$55,758	\$1,111.30	\$57,986
<b>HBEA 3</b>	1			\$1,063.30	\$55,482	\$1,106.80	\$57,751	\$1,151.00	\$60,057

As from 1 September 2005	As from 1 September 2006	As from 1 September 2007
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**Clause 2.6.2 Leading Hand Allowance**

<b>In Charge of not more than one (1) person</b>	\$14.20	\$741	\$14.80	\$772	\$15.40	\$804
<b>In Charge of two (2) and not more than five (5) persons</b>	\$31.40	\$1,638	\$32.70	\$1,706	\$34.00	\$1,774
<b>In Charge of six (6) and not more than ten (10) persons</b>	\$39.90	\$2,082	\$41.50	\$2,165	\$43.20	\$2,254
<b>In Charge of six (6) and not more than ten (10) persons</b>	\$53.40	\$2,786	\$55.50	\$2,896	\$57.70	\$3,011

As from 1 September 2005	As from 1 September 2006	As from 1 September 2007
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**Clause 2.6.2 Leading Hand Plumber Allowance**

<b>In Charge of less than two (2) persons</b>	\$23.30	\$1,216	\$24.20	\$1,263	\$25.20	\$1,315
<b>In Charge of two (2) and not more than four (4) persons</b>	\$33.40	\$1,743	\$34.70	\$1,811	\$36.10	\$1,884
<b>In Charge of more than four (4) persons</b>	\$47.00	\$2,452	\$48.90	\$2,552	\$50.90	\$2,656

## SCHEDULE 2 GENERIC LEVEL STATEMENTS

### 1.1 GROUP HBEA3 TO HBEA5

The criteria for reclassification and descriptors are as specified in the *Engineering Award – State* and in clause 5.6 of this agreement.

### 1.2 GROUP HBEA6 – SPECIALIST TRADE TECHNICIAN

(Relativity to HBEA10 – 125%)

1.2.1 An Specialist Trade Technician Level 1 means an:

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

who has completed:

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

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

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

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

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

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

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

(Relativity to HBEA10 – 115%)

1.3.1 A Advanced Special Class Tradesperson Level II means a:

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

who has completed the following training requirement:

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

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

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

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

- (a) works on machines or equipment which utilise complex mechanical, hydraulic and/or pneumatic circuitry and controls;
- (b) works on machinery or equipment which utilise complex electrical/electronic circuitry and controls;
- (c) works on instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical, or fluid power principles;
- (d) applies advanced computer numerical control techniques in machining or cutting or welding or fabrication;
- (e) exercises intermediate CAD/CAM skills in the performance of routine modifications to programs;
- (f) working on complex or intricate interconnected electrical circuits at a level above HBEA8;
- (g) working on complex radio/communication equipment.
- (h) Building Trade employees who perform and utilise required tasks from various specialist cross trade and specialist post trade skills which are above their base trade as described in the Queensland Health Competency Menu.

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

### 1.3 GROUP HBEA8 – SPECIAL CLASS TRADESPERSON

(Relativity to HBEA10 – 110%)

1.3.1 A Special Class Tradesperson Level 1 means a:

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

who has completed the following training requirement:

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

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

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

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

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

#### **OR**

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

- (a) Possession of their primary AQF3 qualification and 24 points as outlined in the Queensland Health Building and Engineering Services Competency Standards.
- (b) The above training requirements may be obtained in relation to:
  - (i) Specialist skills, as defined, in the particular trade in which the employee is primarily employed; and/or
  - (ii) A range of skills in comparable trades other than that in which they are primarily employed, which would allow an employee to perform a range of duties across trades as required by the

District Health Service. It is necessary to ensure that the Tradesperson has obtained the necessary skills and knowledge and is at a competent level to perform the duty and would meet existing licencing requirements.

- (c) Awarding of points will be subject to certification by the employing facility/service that the applicant is required to use the skills/licence in the course of their duties.
- (d) Awarding of points will be subject to production of satisfactory evidence that the applicant possesses the skills/licence. An assessment of skills will be undertaken in accordance with the Queensland Health Building and Engineering Services Guide to Reclassification.

**AND**

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

**1.5 GROUP HBEA9 – ADVANCED TRADESPERSON**

(Relativity to HBEA10 – 105%)

1.5.1 An Advanced Tradesperson Level II is a:

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

who has completed the following training requirement:

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

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

- (a) exercises the skills attained through satisfactory completion of the training prescribed for this classification or equivalent;
- (b) exercises discretion within the scope of this grade;
- (c) works under general supervision either individually or in a team environment;
- (d) understands and implements quality control techniques;

- (e) provides trade guidance and assistance as part of a work team;
- (f) exercises trade skills relevant to the specific requirements of the enterprise at a level higher than HBEA10.

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

**OR**

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

An employee at this level must be able to demonstrate:

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

**OR**

- 1.5.4 Classification at HEBA9 may also be achieved if an Engineering Tradesperson or a Building Tradesperson meets the following criteria:

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

**1.6 GROUP HBEA10 – TRADESPERSON**

(Base Level 100%)

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

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

(d) Tradesperson (building).

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

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

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

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

- (a) understands and applies quality control techniques;
- (b) exercises good interpersonal and communication skills;
- (c) exercise keyboard skills at a higher level than HBEA11;
- (d) exercises discretion within the scope of this grade;
- (e) performs work under limited supervision either individually or in a team environment;
- (f) operates all lifting equipment incidental to their work;
- (g) performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training;
- (h) performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training;
- (i) able to inspect products and/or materials for conformity with established operational standards.

## 1.7 SPECIAL CLASS ENGINE DRIVER

(Relativity to HBEA10 – 100%)

1.7.1 A Special Class Engine Driver works above and beyond an Engine Driver at HBEA11 level and consistently exercises a level of skill expected of an Engine Driver with at least four (4) (refer to 1.7.2) years service within the health services environment:

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

1.7.2 Notes:

- (a) The four (4) years has been determined based upon the equivalent apprenticeship period for the majority of building and engineering trades.

- (b) Engine Drivers appointed as such on or before September 1, 1995, may apply for special consideration of the waiving of the four (4) year period of service as an Engine Driver. Special consideration must be based on the following factors:
  - (i) appointment as an Engine Driver with Queensland Health for a continuous period of at least twelve (12) months, and
  - (ii) certification by an agreed, appropriately qualified person that the applicant has at least three (3) years continuous service as a Trimmer and during that time the applicant consistently met criteria (ii) to (xiii) of this clause.
  
- (b) Level HBEA10 is the maximum level available to Engine Drivers.

**1.8 GROUP HBEA11 – BUILDING SERVICES OFFICER (INCLUDING LICENSED TRADES ASSISTANT/OPERATOR)**

(Relativity to HBEA10 – 92.4%)

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

- (iii) apply quality procedures; and
- (iv) plan to undertake a routine task; and
- (v) apply quality systems; and
- (vi) organise and analyse information; and
- (vii) work with others in a team; and
- (viii) assist in the delivery of on-the-job training; and
- (ix) measure with graduated devices.

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

**and;**

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

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

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

and;

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

## **1.9 GROUP HBEA12 – BUILDING SERVICES OFFICERS**

(Relativity to HBEA10 – 87.4%)

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

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

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

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

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

- (a) operates flexibly between assembly stations;
- (b) non-trade engineering skills;
- (c) basic tracing and sketching skills;
- (d) receiving, despatching, distributing, sorting, checking, packing (other than repetitive packing in a standard container or containers in which such goods are ordinarily sold), documenting and recording of goods, materials and components;
- (e) basic inventory control in the context of a production process;
- (f) basic keyboard skills;
- (g) advanced soldering techniques
- (h) operation of machinery requiring certification at ID or IE level;
- (i) operation of mobile equipment including industrial trucks and cranes;
- (j) ability to measure accurately;
- (k) assists one or more tradespersons;
- (l) welding requiring the exercise of knowledge and skills below HBEA11 level;
- (m) erecting and/or installing television and other electronic impulse transmitting and receiving antennae;
- (n) assists in the provision of on-the-job training in conjunction with tradespersons and supervisor/trainees.

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

#### **1.10 GROUP HBEA13 – BUILDING SERVICES OFFICER**

(Relativity to HBEA10 – 82%)

Engineering/Production Employee Level II

- 1.10.1 An employee who has completed up to three months structured training or has equivalent experience so as to enable the employee to perform work within the scope of this level.
- 1.10.2 An employee at this level performs work above and beyond the skills of an employee at HBEA14 and to the level of their training –
- (a) works under direct supervision either individually or in a team environment;
  - (b) understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
  - (c) understands and utilises basic statistical process control procedures.
- 1.10.3 Indicative of the tasks, which an employee at this level may perform are the following:
- (a) repetition work on automatic, semi-automatic or single purpose machines or equipment;
  - (b) assembles components using basic written, spoken and/or diagrammatic instructions in an assembly environment;
  - (c) basic soldering or butt and spot welding skills or cuts scrap with oxy-acetylene blow pipe;
  - (d) uses selected hand tools;
  - (e) boiler cleaning;
  - (f) maintains simple records;
  - (g) uses hand trolleys and pallet trucks;
  - (h) assist in the provision of on-the-job training in conjunction with tradespersons and supervisor/trainees;
  - (i) assist any tradesperson on building or sewer construction, or engaged in the repair, demolition, or removal of buildings;
  - (j) assist any tradesperson as a scaffolder, gear hand, gantry hand, crane hand or as a dogman;
  - (k) labouring to excavate ground for foundations or basements of buildings;
  - (l) levelling ground for a building site, or doing concrete or asphalt work or mortar mixing in connection with building construction;
  - (m) cutting of holes in concrete floors, walls and ceilings.
- 1.10.4 Queensland Health employees working as Labourers or Trimmers have the option of applying for reclassification to HBEA12. Reclassification will only occur when an employee undertakes to perform duties as part of a multi-skilled pool of labour and undertakes to participate in training to enhance their skills as part of this pool.

#### **1.11 TRADE COORDINATORS**

- 1.11.1 “Trade Coordinator” means an employee appointed as such after undergoing a merit based selection process. Trade Coordinator positions are only established after the workplace has achieved the required restructuring outcomes. A workplace shall as a maximum only have 2 of the 3 types of supervisory positions i.e.; Trade Manager, Trade Coordinator or Leading Hand.

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

- 1.11.2 A Trade Coordinator should have completed:
- (a) Training to enable them to undertake duties associated with a Level 1 accredited Purchasing officer; and
  - (b) Additional training no more than twelve (12) months from the date of appointment to enable them to undertake duties associated with a Level 2 accredited Purchasing officer; and

- (c) On the job or external training which focuses on leadership, planning and coordination of staff and projects.

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

- (d) Organise the day to day operations, work assignments and resource allocation under minimal supervision from the Trade Manager. This will include; overseeing the work of trades and other staff, ensuring deadlines; specifications and quality standards are met, hiring of equipment, obtaining all required drawings; and
- (e) Order all materials associated with work under their supervision, this includes estimating, sourcing suppliers, price comparison and adjustment of work schedules depending on availability of work materials; and
- (f) Assist the Trade Manager in the implementation and maintenance of any software packages associated with the maintenance of hospitals/facilities, as well as any electronic or manual systems used to support an effective budget management process. This will include training other subordinate staff on the use of the packages; and
- (g) Coordinate the acquisition of all necessary certificates of inspection etc. for all work under their supervision; and
- (h) Assist the Trade Manager in the selection and ongoing management and training of staff under their direct supervision including issues of quality and timeliness; and
- (i) Liaise with other Queensland Health employees, other government agencies and private organisations, including contractors, to ensure work is undertaken with minimal disruption to clients and other staff. Liaison will also be undertaken to attempt to meet the special requirements of any clients; and
- (j) Take responsibility for Workplace Health and Safety (including prevention) and EEO issues with their workgroup; and
- (k) Undertake specific trade related duties within the area of expertise and statutory legal requirements on an as required basis; and
- (l) Monitor and report on the work of contractors including whether they are meeting deadlines, specifications and standards.

**SCHEDULE 3 – PERFORMANCE APPRAISAL AND DEVELOPMENT**



**PERFORMANCE APPRAISAL and DEVELOPMENT AGREEMENT**

<b>Queensland Government</b> <small>Queensland Health</small>	EMP. I.D: _____		
POSITION:	CLASSIFICATION:		
WORK UNIT:			
	Initiate Agreement	6 Month Review	12 Month Appraisal
Supervisor	Date completed: ____/____/____	Date to be conducted: ____/____/____	Date to be conducted: ____/____/____
	Initials:	Initials:	Initials:
<b>Performance Results 6 Month Review (please circle appropriate response):</b>			
Satisfactory                      Unsatisfactory			
<b>Supervisors Comment - 6 Month Review:</b>			
<b>Employees Comment – 6 Month Review:</b>			
<b>Performance Results 12 Month Appraisal (please circle appropriate response) :</b>			
Satisfactory                      Unsatisfactory			
<b>Supervisors Comment – 12 Month Appraisal:</b>			
<b>Employees Comment – 12 Month Appraisal:</b>			
UPON COMPLETION	<b>6 MONTH REVIEW</b>	<b>12 MONTH APPRAISAL</b>	
EMPLOYEE	Name: _____ Signature: _____	Name: _____ Signature: _____	
REPORTING OFFICER	Name: _____ Signature: _____	Name: _____ Signature: _____	
DATE REVIEW COMPLETED	____/____/____	____/____/____	
<b>Supervisor to retain original. Employee to retain copy.</b>			

**PART ONE – PERFORMANCE PLAN**

<b>Key Responsibilities</b>	Satisfactory	Unsatisfactory
<ul style="list-style-type: none"> <li>▪ General trade competence.</li> <li>▪ Demonstrated knowledge of the location of key access points/service lines of buildings, work areas, machinery, equipment and tools relevant to their specific trade.</li> <li>▪ Demonstrated ability to isolate local systems.</li> <li>▪ Demonstrated ability to solve emergent problems (trouble shoot) within the local area.</li> <li>▪ Demonstrated ability to minimise disruptions to patients and other staff in the performance of day to day duties whilst maintaining an appropriate customer focus.</li> <li>▪ Demonstrated ability to notify appropriate personnel of technical problems or maintenance issues requiring the attention of trades other than their own.</li> <li>▪ Demonstrated competence in Departmental Documentation and Procedures.</li> <li>▪ Accepts responsibility for tasks undertaken.</li> <li>▪ Participates in the development of Building and Engineering Services officers and Assistants.</li> <li>▪ Actively contributes to Quality Assurance for trade area.</li> </ul>		
<p><b>Detail the reasons why, where an employee has been noted as unsatisfactory above.</b></p>		

**PART TWO – DEVELOPMENT PLAN**

<b>Skills &amp; Knowledge</b>	<b>Developmental Activities</b>	<b>Who will action</b>	<b>Time frame</b>	<b>Annual Review</b>
Mandatory for different trades (ie CPR, Manual Handling etc.)				
Employer Initiated				
Employee Initiated				

Current Points total: \_\_\_\_\_

**Sign off of Performance & Development Plan (initial agreement)**

EMPLOYEE Name: \_\_\_\_\_ Date:

Signature:

REPORTING OFFICER Name: \_\_\_\_\_ Date:

Signature:

REVIEWING OFFICER Name: \_\_\_\_\_ Date:

Signature:

**SCHEDULE 4 – CONSULTATION AND DISPUTE PROCESS FORMS**

**REFERRAL FROM LOCAL CONSULTATIVE FORUM (LCF) TO DISTRICT CONSULTATIVE FORUM (DCF)**

<b>DATE:</b>	
<b>REFERRED BY: (tick one box only)</b>	<input type="checkbox"/> Local Consultative Forum (referred by agreement) where agreement can not be reached on item. <input type="checkbox"/> Local Consultative Forum (referred by agreement) where DCF endorsement is required. <input type="checkbox"/> Referral by Management (no agreement reached on matter). <input type="checkbox"/> Referral by Union/s (no agreement reached on matter).
<b>BACKGROUND:</b>	This section must include a brief description of the issue/matter in sufficient detail to enable an understanding of the matter to be considered by the DCF.
<b>RECOMMENDATION:</b>	The action required of the DCF (eg. to note, to action, to approve, to resolve).
<b>ISSUES:</b>	<p>Discussion of the issues relating to the matter under consideration and the supporting argument as to why a course of action is warranted.</p> <p>This section must detail the consultation undertaken to date, the dates the matter was discussed at the LCF and whether or not agreement has been reached at the LCF on the matter.</p> <p>If agreement has not been reached details must be provided as to which areas or aspects of the matter remain unresolved.</p>
<b>SUBMITTED BY:</b>	
<b>POSITION:</b>	
<b>CONTACT DETAILS:</b>	
<b>NOTED ON BEHALF OF MANAGEMENT:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>NOTED ON BEHALF OF B&amp;E UNIONS:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No

**REFERRAL FROM DISTRICT CONSULTATIVE FORUM (DCF) TO BUILDING, ENGINEERING & MAINTENANCE SERVICES STATE BARGAINING UNIT SUB COMMITTEE (BSSC)**

<b>DATE:</b>	
<b>REFERRED BY: (tick one box only)</b>	<input type="checkbox"/> District Consultative Forum (referred by agreement) where agreement can not be reached on item. <input type="checkbox"/> District Consultative Forum (referred by agreement) where BSSC endorsement is required. <input type="checkbox"/> Referral by Management (no agreement reached on matter). <input type="checkbox"/> Referral by Union/s (no agreement reached on matter).
<b>BACKGROUND:</b>	This section must include a brief description of the issue/matter in sufficient detail to enable an understanding of the matter to be considered by the BSSC.
<b>RECOMMENDATION:</b>	The action required of the BSSC (eg. to note, to action, to approve, to resolve).
<b>ISSUES:</b>	<p>Discussion of the issues relating to the matter under consideration and the supporting argument as to why a course of action is warranted.</p> <p>This section must detail the consultation undertaken to date, the dates the matter was discussed at the DCF and whether or not agreement has been reached at the DCF on the matter.</p> <p>If agreement has not been reached details must be provided as to which areas or aspects of the matter remain unresolved.</p>
<b>SUBMITTED BY:</b>	
<b>POSITION:</b>	
<b>CONTACT DETAILS:</b>	
<b>NOTED ON BEHALF OF MANAGEMENT:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>NOTED ON BEHALF OF B&amp;E UNIONS:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No

**REFERRAL FROM BUILDING, ENGINEERING & MAINTENANCE SERVICES STATE BARGAINING UNIT SUB COMMITTEE (BSSC) TO STATE BARGAINING UNIT (SBU)**

<b>DATE:</b>	
<b>REFERRED BY: (tick one box only)</b>	<input type="checkbox"/> BSSC (referred by agreement) where agreement can not be reached on item. <input type="checkbox"/> BSSC (referred by agreement) where SBU endorsement is required. <input type="checkbox"/> Referral by Management (no agreement reached on matter). <input type="checkbox"/> Referral by Union/s (no agreement reached on matter).
<b>BACKGROUND:</b>	This section must include a brief description of the issue/matter in sufficient detail to enable an understanding of the matter to be considered by the SBU.
<b>RECOMMENDATION:</b>	The action required of the SBU (eg. to note, to action, to approve, to resolve).
<b>ISSUES:</b>	<p>Discussion of the issues relating to the matter under consideration and the supporting argument as to why a course of action is warranted.</p> <p>This section must detail the consultation undertaken to date, the dates the matter was discussed at the BSSC and whether or not agreement has been reached at the BSSC on the matter.</p> <p>If agreement has not been reached details must be provided as to which areas or aspects of the matter remain unresolved.</p>
<b>SUBMITTED BY:</b>	
<b>POSITION:</b>	
<b>CONTACT DETAILS:</b>	
<b>NOTED ON BEHALF OF MANAGEMENT:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>NOTED ON BEHALF OF B&amp;E UNIONS:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Signed for and on behalf of the Australian Building  
Construction Employees' and Builders Labourers'  
Federation (Queensland Branch) Union of Employees.

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Print Name

---

Signature

---

Date

In the Presence of:

---

Signature

---

Print Name

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

In the Presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

In the Presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Signed for and on behalf of the Federated Engine Drivers  
and Fireman's Association of Australasia, Union of  
Employees, Queensland Branch.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

In the Presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Signed for and on behalf of the Electrical Trades Union of  
Employees, Queensland Branch

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

In the Presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

In the Presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Signed for and on behalf of the Queensland Department of Health.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

In the Presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name