

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Queensland Department of Health (Queensland Health)

AND

Queensland Public Sector Union of Employees; and Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees
(No.CA/2007/63)

HEALTH PRACTITIONERS (QUEENSLAND HEALTH) CERTIFIED AGREEMENT (No. 1) 2007

APPLICATION FOR CERTIFICATION OF AGREEMENT

This Agreement, made under the Industrial Relations Act 1999 on 3 January 2008 between Queensland Health and the Queensland Public Sector Union of Employees and the Liquor, Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees, witnesses that the parties mutually agree as follows:

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PART A PRELIMINARY MATTERS

1. Agreement Title

- 1.1 This Agreement will be known as the *Health Practitioners (Queensland Health) Certified Agreement (No. 1) 2007 (HP EB1)*.

2. Arrangement of Agreement

- 2.1 As outlined in the Table of Contents.

3. Parties Bound

- 3.1 The parties to this Agreement are:

- (a) the Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees;
- (b) the Queensland Public Sector Union of Employees; and
- (c) the Queensland Department of Health.

- 3.2 This Agreement is binding on the parties and the employees covered by the Agreement.

4. Coverage

- 4.1 This Agreement will apply to Health Practitioners employed by the Queensland Department of Health.

- 4.2 Health Practitioners are:

- (a) employees who:

- (i) are in disciplines or professions that:

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

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

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

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

- (b) employees who are employed in positions:
 - (i) that were classified in the Professional or Technical Streams under the Award or the *Public Service Award – State 2003* as at the date of certification of this Agreement;
 - (ii) that were classified as District Senior Officer or District Executive Senior Officer positions as at the date of certification of this Agreement; or
 - (iii) that have been classified as Health Practitioner positions by the Director-General or authorised delegate.

4.3 Despite anything in Clause 4.2, the parties agree that the Health Practitioner Classification Structure does not include employees in the following disciplines or professions:

- (a) Accountants;
- (b) Computer Systems Officers;
- (c) Dental Officers;
- (d) Health Information Managers;
- (e) Legal Officers;
- (f) Librarians;
- (g) Non-Medical Engineers;
- (h) employees who are covered by the Aboriginal and Torres Strait Islander Health Worker Career Structure; and
- (i) Professional Officers working in policy and program development.

4.4 For the purposes of clarity, the parties record that they presently agree that the Health Practitioner Classification Structure includes, but is not limited to, the list of eligible practitioners listed in Schedule 1. The list of eligible practitioners may be added to during the period of the Agreement with the approval of the Director-General or authorised delegate on advice from the Allied Health Workforce and Coordination Unit and the HPIBB Group.

5. Date and Period of Operation

- 5.1 This Agreement will operate from the date of certification and have a nominal expiry date of 31 August 2010.
- 5.2 The entitlements in this Agreement will be applied retrospectively from 1 September 2007 until the date of certification unless otherwise agreed in this Agreement.

6. Renewal or Replacement of Agreement

- 6.1 The parties to this Agreement will commence discussions about renewal or replacement of this Agreement at least six months prior to the nominal expiry date of this Agreement.

7. Purpose of the Agreement

- 7.1 Queensland Health is committed to improving the working conditions and remuneration of all Health Practitioners, which will assist with the attraction and retention of staff. The parties are committed to resolving issues about enhanced functions and roles and workload issues.
- 7.2 Fundamental to this purpose is the development and implementation of:

- (a) a new classification structure as outlined in Part B – Classifications of this Agreement;

- (b) a phased introduction of competitive entitlements as outlined in Part C - Wage and Salary Related Matters, Part D – Registration, Training and Development, Part E – Employment Conditions of this Agreement; and
- (c) a variety of workforce measures and project initiatives as outlined in Part F - Projects and Reviews.

8. Objectives of the Agreement

8.1 The Parties to this Agreement are committed to:

- (a) maintaining and improving the public health system to serve the needs of the Queensland community;
- (b) improving and maintaining quality health services;
- (c) maintaining a stable industrial relations environment;
- (d) collectively striving to achieve quality outcomes for patients;
- (e) achieving a skilled, motivated and adaptable workforce; and
- (f) providing fair remuneration for work done.

9. Definitions

9.1 In this Agreement, the following definitions are used:

- (a) **Act** means *Industrial Relations Act 1999* (Qld).
- (b) **Award** means the *District Health Services Employees' Award – State 2003*.
- (c) **EB6** means the *Queensland Public Health Sector Certified Agreement (No.6) 2005*, but not any replacement to EB6.
- (d) **FTE** means Full Time Equivalent.
- (e) **Health Practitioner, or HP**, has the meaning given to it by Clause 4 of this Agreement.
- (f) **HPIBB Group** means the Health Practitioners Interest Based Bargaining Group.
- (g) **IRMs** means policies included in the Queensland Health Integrated Resource Manual.
- (h) **LHMU** means the Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees.
- (i) **Paypoint** means the specific rate of remuneration payable to employees within a Health Practitioner Classification Level.
- (j) **Preserved IRMs** means those IRM policies included in Schedule 9 of this Agreement.
- (k) **QPSU** means The Queensland Public Sector Union of Employees.
- (l) **Union(s)** means the Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees or the Queensland Public Sector Union of Employees as relevant.

10. Relationships with Awards and Other Industrial Agreements

10.1 The parties agree that steps will be taken to vary the Award to include the classification of Health Practitioner. Until the Award is varied, the parties agree that this Agreement will be read in conjunction with the Award, and applied as if the employees (including HP7 and HP8) were classified as Professional or Technical Officers under the Award.

- 10.2 This Agreement is to be read in conjunction with the Award. Where there is an inconsistency between the provisions of this Agreement and the provisions of the Award, this Agreement will prevail to the extent of any inconsistency.
- 10.3 Notwithstanding the provisions of Clauses 10.1 and 10.2, clause 5.1.4 of the Award, which relates to the progression of Professional and Technical Stream employees from classification Level 2 to Level 3, will no longer apply to employees covered by this Agreement. However, employees who:
- (a) were classified at levels TO2.6 or PO2.6 and who were eligible for progression up to and including 31 December 2007; and
 - (b) submit an application for progression no later than 31 March 2008,
- will, if the application is successful, be treated as if they were level TO3.1 or PO3.1 immediately prior to translation for the purposes of Clause 22 of this Agreement.
- For the purpose of clarity, the increment date for employees whose application is successful will be as follows:
- (c) for those employees who were eligible for progression before 1 September 2007, will have an increment date of 1 September; or
 - (d) for those employees who became eligible for progression between 1 September 2007 and 31 December 2007, the employee's increment date will remain unchanged.
- 10.4 This Agreement will replace the administratively implemented *Professional and Technical Stream Employees and Dental Officers (Queensland Health) Agreement 2005* for those employees covered by this Agreement. For purposes of clarity, Health Practitioners are not entitled to access the following entitlements from the *Professional and Technical Stream Employees and Dental Officers (Queensland Health) Agreement 2005*:
- (a) Professional Officer Conditional Clinical Advancement Scheme;
 - (b) Oral Health Clinical Advancement Scheme;
 - (c) Queensland Health Pathology and Scientific Services (**QHPSS**) Professional and Technical Stream Conditional Advancement Scheme; and
 - (d) Sole Practitioners Allowance.

11. IRM Preservation

- 11.1 The parties agree that certain matters that apply to employees covered by this Agreement will be preserved and incorporated as terms of this Agreement and contained within Schedule 9 of this Agreement.
- 11.2 The matters contained within Schedule 9, as they apply to employees covered by this Agreement, cannot be amended unless agreed by the parties. If matters are amended, the matters will be incorporated as a term of this Agreement.

12. ILO Conventions

- 12.1 The employer agrees to accept obligations made under international labour standards. The employer will support employment policies which take account of:
- (a) Convention 100 – Equal Remuneration (1951);
 - (b) Convention 111 – Discrimination (Employment and Occupation) (1958);
 - (c) Convention 122 – Employment Policy (1964);
 - (d) Convention 142 – Human Resource Development (1975); and
 - (e) Convention 156 – Workers with Family Responsibilities (1981).

12.2 The parties to this Agreement will monitor the extent to which policies and practices match relevant obligations under these conventions. Any real or perceived deficiencies will be the subject of discussions between the parties to develop agreed strategies to address any problems.

13. Posting of the Agreement

13.1 A copy of this Agreement will be placed in a location where it can be easily read by all employees, including:

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

14. Operation and Implementation of the Agreement

14.1 The parties acknowledge that consensus may need to be reached to effect the implementation of this Agreement and this will be recorded by an exchange of letters.

14.2 The operation and implementation of the Agreement will be overseen by the HPIBB Group.

14.3 The HPIBB Group will be made up of Queensland Health representatives and representatives of the LHMU and QPSU as parties to the Agreement.

14.4 The role of the HPIBB Group is to provide the principle forum for consultation between the parties to this Agreement on all matters relevant to the interpretation, application and implementation of the Agreement.

14.5 The HPIBB Group will also oversee the implementation of this Agreement and has specific responsibilities relating to:

- (a) the approval of the consultative arrangements, support and resourcing of such consultative arrangements;
- (b) proposals to resolve issues relating to Health Practitioners arising within a District Health Service, Corporate Office, Queensland Health Pathology and Scientific Services, the Health Quality and Complaints Commission or the relevant Health Practitioner Registration Boards that cannot be resolved at that level;
- (c) monitoring the effectiveness of the District Consultative Forums (or equivalent) and their outcomes relating to the Agreement;
- (d) monitoring the implementation of the Health Practitioner Classification Structure as set out in Clause 18, Schedule 2, Schedule 5 and Schedule 6 of this Agreement;
- (e) resolving issues relating to the interpretation, application or operation of the Agreement if referred to the HPIBB Group under Clause 15 of this Agreement;
- (f) overseeing progress of the further issues and projects listed in Clause 66.1 of this Agreement; and
- (g) making recommendations to the parties regarding minor variations as contemplated by Clause 67 of this Agreement.

14.6 The HPIBB Group will have specific responsibilities as set out in this Agreement.

14.7 The HPIBB Group will operate under Terms of Reference which will be agreed by the parties by exchange of correspondence.

14.8 Where appropriate, sub-groups of the HPIBB Group will be established with the agreement of the parties.

14.9 The structure and role of the HPIBB Group and sub-groups cannot be amended unless agreed by the parties.

15. Dispute Resolution

15.1 The parties will use their best endeavours to co-operate in order to avoid disputes arising between the parties. The emphasis will be on finding a resolution at the earliest possible stage in the process.

- 15.2 In the event of any disagreement between the parties as to the interpretation, application or implementation of this Agreement, the following procedures will be followed:
- (a) When an issue is identified at the local level by an accredited union representative, the employee/s concerned or a management representative, an initial discussion should take place at this level. This process should take no longer than 7 days.
 - (b) If the issue remains unresolved, it may be referred to the District or Area Management (or equivalent) for resolution. District or Area Management (or equivalent) will consult with the parties. The employee may exercise the right to consult and/or be represented by their Union representative during this process. This process should take no longer than 14 days.
 - (c) If the issue remains unresolved, it may be referred to the HPIBB Group. The HPIBB Group will deal with the issue in a timely manner unless Clause 15.2(d) applies. If the HPIBB Group forms an agreed view on the resolution of the issue, this is the position that will be accepted and implemented by the parties.
 - (d) If the HPIBB Group considers that the issue falls outside the interpretation, application and implementation of this Agreement, or has whole of Department implications, it must refer the issue to an appropriate body depending on the issue as agreed by the parties for consideration.
 - (e) If the issue remains unresolved then either party may refer the matter to the Queensland Industrial Relations Commission.
- 15.3 The status quo prior to the existence of the issue is to continue while the dispute resolution procedure is being followed, provided that maintenance of the status quo does not result in an unsafe environment.

PART B CLASSIFICATIONS

16. Health Practitioner Classification Structure

- 16.1 The eight level Health Practitioner (HP) Classification Structure is based on skill and knowledge requirements, including recognition of minimum qualifications. The Health Practitioner Classification Structure also recognises the following increasing levels of responsibility and complexity:
- (a) generalist positions (for example, pre-registration, entry level, developing clinician through to more independent general level positions);
 - (b) advanced specialist, advanced generalist clinical positions, or positions that combine advanced specialist and advanced generalist clinical duties (for example senior, team leader, or positions where multi-speciality or an advanced level of knowledge, skills, experience and clinical leadership across two or more clinical areas occur); and
 - (c) senior and consultant level positions (for example, consultant/manager, senior consultant, director, senior director).

17. Classification Level Criteria

- 17.1 Draft Work Level Statements for each level of the Health Practitioner Classification Structure have been developed and are recorded at Schedule 4 of this Agreement as at the date that the proposed Agreement was submitted to ballot of all affected employees. These draft Work Level Statements have been developed by the Career Structure Descriptors Sub-Group, which includes representatives from the parties, and incorporate input from Health Practitioner disciplines and professions. The parties agree that the draft generic Work Level Statements at Schedule 4 are subject to minor refinement by the Career Structure Descriptors Sub-Group and agreement by the parties.
- 17.2 The parties agree that final generic Work Level Statements for each Health Practitioner classification level will be finalised by the Career Structure Descriptors Sub-Group, and will be approved by the HPIBB Group and recorded by the parties by an exchange of letters. Once finalised, the parties undertake to file with the Queensland Industrial Relations Commission the agreed final version of the Work Level Statements.
- 17.3 The parties agree that once the final Work Level Statements are completed, steps will be taken to incorporate the Work Level Statements into the Award in accordance with Clause 10.1 of this Agreement.

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

17.5 An employee who has either been appointed to or relieving in a classification level may be allocated and subsequently reallocated to any office within that particular classification level.

18. Implementation of Health Practitioner Classification Structure

18.1 The new Health Practitioner Classification Structure will be implemented in three phases:

(a) **Phase 1: Direct Translation.** Employees who meet the criteria in Clauses 4.2(a) and 4.2(b)(i) or 4.2(b)(ii) of this Agreement will immediately translate to the new Health Practitioner Classification Structure. The process for the translation is set out in Schedule 2 and shown diagrammatically in Schedule 3 to this Agreement.

Wage increases as a result of Phase 1 will be back-dated to 1 September 2007.

(b) **Phase 2: Work Level Evaluation Project.** All employees covered by this Agreement will have the opportunity to have their job descriptions and roles and responsibilities evaluated against new Work Level Statements.

The process for Phase 2 is set out in Schedule 5 to this Agreement. The guiding principles for the Work Level Evaluation process are that:

(i) all employees are entitled to have their current work of their positions evaluated against the Work Level Statements; and

(ii) it enables an evaluation and application of the Work Level Statements in support of work unit work redesign to meet work unit requirements and directions.

The Work Level Evaluation process is not the Job Evaluation Management System (JEMS) process.

Phase 2 is proposed to be completed by 30 September 2008.

Wage increases for Reclassified Positions as a result of Phase 2 will be back-dated to 1 September 2007. A Reclassified Position is an existing position that has been reclassified by the Work Level Evaluation Panel as a result of the Work Evaluation Project and where the incumbent continues to perform the same work as before the reclassification.

(c) **Phase 3: Ongoing Work Level Evaluations.** The process for Work Level Evaluations after the completion of Phase 2 is set out in Schedule 6 to this Agreement. The guiding principles for the work level evaluations includes an evaluation of the work currently performed by the employee to meet work unit requirements and directions against the Work Level Statements. The Phase 3 Work Level Evaluation process is not the Job Evaluation Management System (JEMS) process. Any wage increases as a result of Phase 3 will take effect from the date of appointment to the position.

18.2 The HPIBB Group will evaluate and review the Health Practitioner Classification Structure, including the Work Level Evaluation processes, by 30 June 2009.

19. Work Level Evaluation Appeal Process

19.1 In addition to the Dispute Resolution procedure at Clause 15 of this Agreement, the appeal process in this Clause will apply when an individual employee disagrees with the results of a Work Level Evaluation and recommended classification level in Phase 2 or 3 of the implementation of the Health Practitioner Classification Structure.

19.2 An employee can seek Union assistance at any stage of this appeal process.

19.3 An employee may lodge an appeal when:

(a) during the Phase 2 Work Level Evaluation Project, the employee disagrees with the recommended classification level; or

- (b) during the Phase 3 Ongoing Work Level Evaluation Process:
 - (i) the employee's application for review is not supported at the local level and attempts to resolve the issue at local level have been unsuccessful;
 - (ii) the employee disagrees with the recommended classification level; or
 - (iii) the District/Service does not implement the recommended classification level.

19.4 Appeals must be received by Senior Director Human Resources within 21 calendar days of receiving the original decision. An extension to this appeal period will be granted in exceptional circumstances at the discretion of the Senior Director Human Resources.

19.5 The Senior Director Human Resources will refer the appeal to an Appeal Panel within 14 days.

19.6 The Appeal Panel will be formed from the Work Level Evaluation Team formed in accordance with Sections 6.4 and 6.5 of Schedule 5 and will include a representative from the employee's discipline or profession. Members of the Appeal Panel will be different to those members of the Work Level Evaluation Team who conducted the original Work Level Evaluation for that position.

19.7 The Appeal Panel has the power to consider whether the Work Level Evaluation of all of the employee's duties, roles and responsibilities should result in the employee's position being reclassified.

19.8 The Appeal Panel must invite submissions regarding the correct classification for the position from:

- (a) the employee; and
- (b) the District, but only if the appeal is because of Clauses 19.3(b).

19.9 The Appeal Panel may seek further information from the party/ies to the Appeal if required.

19.10 The Appeal Panel must consider any submissions and make a majority recommendation regarding the correct classification level of the position being evaluated.

19.11 Summaries of the outcomes of appeals will be systematically reported to the HPIBB Group in sufficient detail to enable it to analyse and oversee the appeals process. If the HPIBB Group is concerned regarding the outcomes of the appeals process, it can:

- (a) seek further information or explanation from the Appeal Panels;
- (b) request that the Appeal Panel reconsider its methodology to ensure that it complies with the guiding principles of Phase 2.

19.12 The Appeal Panel will report their recommendation to the Director-General or their authorised delegate who will make a decision regarding the correct classification level of the position being evaluated.

19.13 The Director-General or their authorised delegate will advise the employee, HPIBB Group and District of their decision made in accordance with Clause 19.12 of this Agreement.

19.14 The District must implement the decision of the Director-General or their authorised delegate made in accordance with Clause 19.12 of this Agreement.

19.15 Any party can refer a reclassification dispute to the Queensland Industrial Relations Commission once all internal appeal processes have been exhausted.

20. Appointment to Classification Levels

20.1 With the exception of appointments under Phase 1 and Phase 2, appointment to a classification level will be based on appointment on merit to advertised vacancies or in accordance with the relevant IRM or Directive.

20.2 The following entry levels for Health Practitioner positions will generally apply:

- (a) employees with a relevant qualification of Diploma or equivalent (provided the employee is applying that qualification to a relevant position) will commence at level HP2.1;
 - (b) employees appointed to positions requiring a minimum of a three year tertiary qualification of a Degree or equivalent will commence at level HP3.0;
 - (c) employees appointed to positions requiring a minimum four year tertiary qualification of degree or equivalent will commence at level HP3.1; and
 - (d) employees appointed to positions requiring tertiary courses such as two year Masters programs for registration purposes or entry level into the discipline will commence at level HP3.1.
- 20.3 Employees appointed to the HP1 classification level must be paid at the HP1.4 classification level on reaching 21 years of age.
- 20.4 When external appointments are made to any classification level, consideration must be given to the paypoints of existing employees performing similar work within those classifications levels to ensure equity between employees within a work unit. Consequently, external appointees to the Health Practitioner Classification Structure may have their experience recognised to the extent that:
- (a) the experience is accepted to be equivalent or higher to the proposed level; and
 - (b) the appointment does not disadvantage existing employees with equivalent experience.
- 20.5 Except during Phase 1, all appointments to the HP8 classification level will be by advertisement and merit selection processes, and the Director-General will determine the salary level for HP8 positions having regard for the context of the position and the responsibilities required.

21. Movement within Classification Levels

- 21.1 Employees in levels HP1 to HP7 are eligible to increment in accordance with the Award.
- 21.2 Movements between all paypoints of the HP8 level are not incremental. However, the Director-General or authorised delegate may, upon application, review the paypoint to take into account changed circumstances, responsibilities and/or duties of the position.

22. Transitional Health Practitioner Classification Levels

- 22.1 The HP2.8 and HP3.8 levels will only be available for certain levels for a transitional period. This means that:
- (a) only employees at TO3.1, TO3.2, TO3.3 or TO3.4 as at the date of certification of this Agreement will be eligible to increment into HP2.8 from HP2.7 once the requirements in Clause 21 are satisfied; and
 - (b) only employees at PO3.1, PO3.2, PO3.3 or PO3.4 as at the date of certification of this Agreement will be eligible to increment into HP3.8 from HP3.7 once the requirements in Clause 21 are satisfied.

23. Movement between Classification Levels

- 23.1 With the exception of movements during Phase 2, movement between classification levels will be based on appointment on merit to advertised vacancies or in accordance with the relevant IRM or Directive.
- 23.2 An existing employee appointed to a position at a higher classification level up to and including classification level HP7 within the Health Practitioner Classification Structure, except as provided in Clause 23.3 of this Agreement, will be appointed to paypoint 1 of the higher classification level.
- 23.3 Employees who move between classification levels HP2 and HP3 will be appointed to a paypoint in the HP3 classification level that is the next highest to that which the employee was paid under the HP2 classification level.

PART C WAGE AND SALARY RELATED MATTERS

24. Wage Increases

- 24.1 Employees will receive the following wage increases over the life of this Agreement:
- (a) 4% from 1 September 2007;
 - (b) 4% from 1 September 2008; and
 - (c) 4% from 1 September 2009.
- 24.2 In addition to the wage increases in Clause 24.1 of this Agreement, employees will receive a further 3.5% wage increase from 1 March 2008 as a retention payment.
- 24.3 Schedule 7 sets out the wages rates for Health Practitioners over the life of this Agreement.
- 24.4 Any annual State Wage Case increase which would provide a higher overall annual wage increase than those prescribed in Clause 24.1 will be applied from the operative date of the State Wage Case.
- 25. Superannuation**
- 25.1 The employer will contribute superannuation to QSuper in compliance with *Superannuation Guarantee (Administration) Act 1992* (Cth) and the QSuper Deed.
- 26. Salary Sacrificing**
- 26.1 The following definitions will apply for the purposes of this Clause:
- (a) **'Fringe Benefits Tax' (FBT):** Means tax imposed by the *Fringe Benefits Tax Act 1986*. The FBT Year refers to the employer's FBT return period of 1 April to 31 March each year.
 - (b) **'FBT Exemption Cap':** The FBT exemption cap is a tax concession under the *Fringe Benefits Tax Assessment Act 1986* for limited categories of employers. The FBT exemption cap is not an employee entitlement. The manner of the application of the FBT exemption cap is determined by the employer in accordance with the FBT legislation. Under the FBT legislation, to be eligible for the FBT exemption cap at the time fringe benefits are provided, the duties of the employment of an employee must be exclusively performed in, or in connection with, a public hospital.
 - (c) **'Salary Sacrifice':** Salary sacrifice is a system whereby a portion of an employee's gross salary or wage is paid as a benefit, before tax, rather than directly as salary, thereby usually reducing the amount of tax paid by the employee on the income. This is called salary sacrificing because it is sacrificing salary for a benefit and is at the discretion of the employee for the approved range of items. For example, if an employee who earns \$60,000 gross salary, sacrifices \$10,000, income tax would be payable only on \$50,000.
- 26.2 Salary sacrificing arrangements will be made available to the following employees covered by this agreement in accordance with Public Sector Industrial and Employee Relations (PSIER) Circular C4-07 and any other relevant PSIER Circulars issued from time to time:
- (a) permanent full time and part time employees;
 - (b) temporary full time and part time employees; and
 - (c) long-term casual employees as determined by the Act.
- 26.3 Should an employee elect to sacrifice a portion of their salary to agreed benefits, the employee must submit a signed unamended Participation Agreement with the employer prior to commencing such arrangements.
- 26.4 Employees may elect to sacrifice the lesser of the following amounts:
- (a) 50% of the salary payable under Schedule 7 of this Agreement; or
 - (b) where employees are eligible for the FBT exemption cap, up to the grossed up taxable value of benefits that ensures the FBT exemption threshold amount prescribed by legislation is not exceeded, or to 50 percent of salary, whichever is the lesser.

- 26.5 Where an employee who is ineligible for the FBT exemption cap sacrifices benefits attracting FBT, the employee will be liable for such FBT.
- 26.6 Under the FBT legislation, the FBT exemption cap applies to all taxable fringe benefits provided by the employer, whether through the salary sacrifice arrangements or otherwise. Where an employee who is eligible for the FBT exemption cap sacrifices benefits attracting FBT, the employee will be liable for any FBT caused by the FBT exemption threshold amount being exceeded as a result of participation in the salary sacrifice arrangements. To remove any doubt, any benefits provided by the employer separate from the salary sacrifice arrangements take first priority in applying the FBT exemption cap.
- 26.7 Despite clause 26.4, employees may sacrifice up to 100% of their salary for superannuation.
- 26.8 If any federal taxation laws passed by the Commonwealth Parliament or rulings by the Australian Taxation Office in relation to salary sacrifice/packageing have the effect that the benefits of sacrifice/packageing for employees are reduced or eliminated at any time during the term of this Agreement, the employees' rights under this Agreement in respect of salary sacrifice/packageing will be varied accordingly and the rest of the Agreement will continue in force.
- 26.9 The employer will be under no obligation to negotiate or agree to any changes to this Agreement as a trade-off for salary sacrifice/packageing benefits which have been reduced or eliminated as a result of new or amended federal taxation laws or rulings by the Australian Taxation Office. The employee's right to sacrifice part of their salary is expressly made subject to any federal taxation laws affecting salary sacrifice arrangements or rulings of the Australian Taxation Office in relation to salary sacrifice arrangements which may be introduced or amended from time to time during the term of this Agreement.
- 26.10 The individual salary packaging arrangements of any employee will remain confidential at all times. Proper audit procedures will be put in place which may include private and/or Auditor-General reviews. Authorised union officials will be entitled to inspect any record of the employer and external salary packaging bureau service to ensure compliance with the salary sacrificing arrangements, subject to the relevant industrial legislation.
- 26.11 Where the employee has elected to sacrifice a portion of the payable salary under Schedule 7 of this Agreement:
- (a) subject to ATO requirements, the sacrificed portion will reduce the salary subject to appropriate tax withholding deductions by the amount sacrificed (see definition of salary sacrifice);
 - (b) any allowance, penalty rate, overtime, weekly workers' compensation benefit, or other payment, to which an employee is entitled under their respective award, Act or Statute which is expressed to be determined by reference to the employee's salary, will be calculated by reference to the gross salary which the employee would receive if not taking part in salary sacrificing arrangements;
 - (c) salary sacrificing arrangements will be maintained during all periods of leave on full pay, including the maintenance of cash and non-cash benefits; and
 - (d) the employee's salary for superannuation purposes and severance and termination payments will be the gross salary which the employee would receive if not taking part in salary sacrificing arrangements.
- 26.12 The following principles will apply to employees who avail themselves of salary sacrificing:
- (a) no cost to the employer, either directly or indirectly. As part of the salary package arrangements, the costs for administering the package via a salary packaging bureau service, and including any applicable FBT, will be met without delay by the participating employee;
 - (b) there will be no additional increase in superannuation costs or to FBT payments made by the employer;
 - (c) the employee may cancel any salary sacrificing arrangements by giving one month's notice of cancellation to the employer, and similarly the employer will give the employee one month's notice of termination;
 - (d) employees must provide to the employer evidence of independent financial advice where required prior to taking up a salary package;

- (e) there will be no significant additional administrative workload or other ongoing costs to the employer;
- (f) additional administrative and FBT costs are to be met by the employee; and
- (g) any increases or variations to taxation, excluding payroll tax, that result in additional costs will not be met by the employer and will be passed on to the employee as part of the salary package, if they wish to maintain the salary sacrifice arrangement.

27. Rural and Remote Allowance

- 27.1 Employees permanently located in the eligible Districts and Facilities identified in IRM 2.1-31 will be paid a rural allowance as follows:
- (a) \$60.00 per week for Category A employees; and
 - (b) \$100.00 per week for Category B employees.
- 27.2 The allowance is not an all purpose allowance.
- 27.3 The allowance will be paid on a pro rata basis to part time and casual employees.
- 27.4 The parties agree that eligible District and Facilities locations in IRM 2.1-31 will be reviewed and updated.
- 27.5 The parties agree that an HPIBB Group sub-committee will be formed to:
- (a) review the State-wide application of the existing rural and remote allowance for the employees covered by this Agreement during the life of the Agreement; and
 - (b) develop a framework and guidelines to implement additional funding of \$2.05 million over the life of the Agreement (maximum of \$1.05 million per annum ongoing) to support Category A and B location employees' clinical education and training requirements.
- 27.6 Employees who currently receive the Rural and Remote Allowance will continue to receive an amount at least equal to the current amount for their current Category despite any changes to eligible Districts or Facilities or categories.

28. On Call Allowance

- 28.1 Employees who are instructed to be on call outside ordinary or rostered working hours (other than those employees on Clinical On Call) will receive an allowance based upon the hourly rate of the classification of HP3.7 in accordance with the following scale:
- (a) where the employee is on call throughout the whole of a rostered day off, an accumulated day off or a public holiday - 95% of the hourly rate per day;
 - (b) where an employee is on call during the night only of a rostered day off, an accumulated day off or public holiday - 60% of the hourly rate per night; and
 - (c) where an employee is on call on any other night - 47.5% of the hourly rate per night.
- 28.2 For the purpose of calculating the hourly rate, the divisor will be based upon a 38 hour week and calculated to the nearest 5 cents.
- 28.3 For the purpose of this Clause, a 'night' consists of those hours falling between 6.00 p.m. and 6.00 a.m. or mainly between such hours.

29. Emergency Clinical On Call Allowance

- 29.1 The provisions within this Clause will only apply to employees who are required to be on Emergency Clinical On Call for essential direct emergency clinical interventions where patient health will likely be compromised without the timely intervention of the Health Practitioner. Eligible employees will receive the Emergency Clinical On Call Allowance instead of the standard On Call Allowance in Clause 28 of this Agreement.

- 29.2 The Emergency Clinical On Call Allowance will be an amount of 7% of the HP3.7 ordinary hourly rate per hour that the employee is required for clinical on call. For the purpose of calculating the hourly rate, the divisor will be based upon a 38 hour week and calculated to the nearest 5 cents.
- 29.3 For the purposes of this Clause, '**Emergency Clinical On Call**' means on call arrangements where:
- (a) either:
 - (i) the service is required for essential direct emergency clinical interventions where patient health will likely be compromised without the timely intervention of the Health Practitioner and the service operates 24 hours, seven days a week either on a staffed basis or an on call basis; or
 - (ii) where local District or Service Area Management has decided that the on call service for that profession, discipline or service is required for essential direct emergency clinical interventions where patient health will likely be compromised without the timely intervention of the Health Practitioner; and
 - (b) after being contacted, the employee will generally be available for presentation at the health facility within approximately 30 minutes assuming that there are good traffic conditions.
- 29.4 The Emergency Clinical On Call Allowance replaces the Sole Practitioner allowance for Country Laboratory Managers and Radiographers/Sonographers as contained in IRM 2.1-33.
- 29.5 The Emergency Clinical On Call Allowance is payable from 1 September 2007.
- 29.6 As the Emergency Clinical On Call Allowance is a new allowance, the HPIBB Group will consider developing guidelines to support the consistent application of the allowance.

30. Recall Payment

- 30.1 For the time that an employee on call is recalled to perform duties, the employee is entitled to:
- (a) for a recall on Monday to Friday, payment at the prescribed overtime or penalty rate, with a minimum payment of 3 hours;
 - (b) for a recall on Saturday or Sunday, either:
 - (i) payment at the prescribed overtime or penalty rate, with a minimum payment of 3 hours; or
 - (ii) at the employee's option, time off at a mutually convenient time, equivalent to the number of hours worked.
 - (c) for a recall on a public holiday, either:
 - (i) payment at the prescribed overtime rate, with a minimum payment of 4 hours for the day; or
 - (ii) at the employee's option, time off in lieu equivalent to the number of hours worked, with a minimum of 4 hours, plus payment at half the ordinary rate for the recall time worked.
 - (d) Time off in lieu must be taken at a mutually convenient time to be agreed between the employee and their supervisor.
 - (e) Recall time is to be calculated from home and back to home.
- 30.2 An employee on call who is required to perform duties without the need to leave the employee's place of residence and/or without the need to return to the facility will be reimbursed for a minimum of one hour's work for each time the employee performs such duties. If the employee is required to again perform duties within that one hour period, no further minimum payment will apply.
- 30.3 An employee who is not on call and who is recalled to perform work after completing their ordinary working hours, or is recalled at least 3 hours prior to commencing their ordinary duty working hours, will be paid at overtime rates with a minimum payment of 3 hours.

- 30.4 Where an employee is recalled to perform work during an off duty period, the employee will be provided with transport to and from the employee's home, or will be reimbursed the cost of such transport.

31. Radiation Therapy Development Allowance

- 31.1 Radiation Therapists (including Professional Development Year Radiation Therapists) are entitled to a Radiation Therapy Development Allowance of \$5,839 per annum in accordance with the Award.
- 31.2 The Radiation Therapy Development Allowance will be paid on 1 January 2008 in accordance with the Award. From the first pay cycle after 2 January 2008, the Radiation Therapy Allowance will be paid fortnightly.
- 31.3 The Radiation Therapy Development Allowance will be indexed in line with the wage increases set at a Clauses 24.1(b) and 24.1(c) of this Agreement in accordance with the Award.
- 31.4 Part-time employees are entitled to a pro-rata Radiation Therapy Development Allowance.
- 31.5 Other employees currently receiving the Radiation Therapy Development Allowance will continue to receive it.

32. Higher Education Incentive

- 32.1 Employees at Levels HP1, HP2, HP3 and HP4 who hold a relevant Post Graduate Certificate, Post Graduate Diploma, second Degree or equivalent credential; or Post Graduate Masters Degree or PhD will be entitled to immediate advancement of one increment (maintaining the employee's increment date).
- 32.2 Employees at Levels HP1, HP2, HP3 and HP4 who have been at the top increment of their level for 12 months are entitled to a Higher Education Incentive Allowance instead of the increment advancement contained in Clause 32.1 of:
- (a) for employees with a relevant Post Graduate Certificate, Post Graduate Diploma, second Degree or equivalent credential, an additional all-purpose allowance of 3.5% of HP2.7 (for Levels HP1 and HP2 employees) or HP3.7 (for Levels HP3 and HP4 employees); or
 - (b) for employees with a relevant Post Graduate Masters Degree or PhD who have been at the top increment of their level for 12 months, an additional all-purpose allowance of 5.5% of HP2.7 (for Levels HP1 and HP2 employees) or HP3.7 (for Levels HP3 and HP4 employees).
- 32.3 A set of principles identifying which qualifications and equivalent credentials are relevant for the purposes of Clauses 32.1 and 32.2, including examples, will be developed within three months of certification of this Agreement by the HPIBB Group. Further relevant qualifications and equivalent credentials may be approved during the life of the Agreement by the HPIBB Group.
- 32.4 Employees must apply for the recognition of a relevant qualification or equivalent credentials through their Supervisor, who will be guided by the set of principles developed in accordance with Clause 32.3. An employee's entitlement to the Higher Education Incentive will be confirmed by the Director-General or their authorised Delegate upon viewing the original, or a certified copy of, a relevant qualification or equivalent credentials.
- 32.5 For approved applications received within six months of the date of certification of this Agreement, employees are entitled to have the Higher Education Incentive Allowance back-paid to:
- (a) 1 September 2007, for qualifications obtained on or before 1 September 2007; or
 - (b) the date that the qualification was obtained, for qualifications obtained between 1 September 2007 and the date of certification of this Agreement.
- 32.6 For qualifications received after the date of certification of this Agreement, employees are entitled to receive the Higher Education Incentive Allowance from the date the application is submitted.

33. Uniform and Laundry Allowance

- 33.1 The parties agree in principle that employees not required to wear uniforms should not be entitled to uniform or laundry allowances.

33.2 The HPIBB Group may consider whether, having regard to the merits of the case, it is reasonable for an identified group who is not required to wear uniforms to be paid a uniform or laundry allowance.

34. Retention Payments

34.1 Queensland Health recognises the need to respond to demonstrable supply and skills shortages and current or emerging employee retention issues. Accordingly, the Director-General has approved the concept of retention payments where it is necessary to address:

- (a) supply and skills shortages;
- (b) interstate and private sector market wages rates and demand; and
- (c) the ability to maintain critical service delivery requirements.

34.2 The parties agree that an IRM will be developed in relation to eligibility for a retention payment in particular circumstances. The IRM will reflect an exchange of letters between the parties which is to be settled prior to the signing of this Agreement.

34.3 The parties agree that continuation of any retention payments approved will be limited to the life of this Agreement.

PART D REGISTRATION, TRAINING AND DEVELOPMENT

35. Registration and Licensing Fees

35.1 Employees who are required to hold a licence under the *Radiation Safety Act 1999* (Qld) to operate equipment are entitled to have their licence fees paid by Queensland Health.

35.2 Employees who are required as part of their employment to hold dual registrations (including, but not limited to, sonographers and dental prosthetists) are entitled to have their costs for their second registration paid by Queensland Health.

36. Professional Development Allowance

36.1 Permanent employees are entitled to the following Professional Development Allowance:

- (a) \$2,000 per annum for Category A employees (as identified in IRM 2.1-31);
- (b) \$2,500 per annum for Category B employees (as identified in IRM 2.1-31); and
- (c) \$1,500 per annum for all other employees.

36.2 The Professional Development Allowance will be paid directly into an employee's fortnightly salary as part of normal salary and included in gross earnings before tax. Payment is made during periods of paid leave, but is not to be included when calculating leave loading, penalty rates or overtime. The allowance is not included for the calculation of superannuation.

36.3 Permanent part-time employees working at least 15.2 hours per fortnight are entitled to Professional Development Allowance on a pro-rata basis.

36.4 Employees who receive the Professional Development Allowance will continue to receive an amount at least equal to the current amount for their current Category despite any future changes to categories.

37. Student Clinical Education Allowance

37.1 A Student Clinical Education Allowance of \$10 per day (to a maximum of \$100 per fortnight) will be paid to employees who are:

- (a) designated to provide clinical education of undergraduate or graduate entry student(s); and
- (b) work in the following disciplines:
 - (i) Audiology;
 - (ii) Physiotherapy;
 - (iii) Speech Pathology;
 - (iv) Occupational Therapy;
 - (v) Social Work;
 - (vi) Nutrition and Dietetics;
 - (vii) Pharmacy;
 - (viii) Orthotics/Prosthetics;
 - (ix) Podiatry;
 - (x) Nuclear Medicine, Radiography, Radiation Therapy, Breast Imaging Radiography (including Breast Screen Queensland);
 - (xi) Sonography;
 - (xii) Psychology (Pre-entry only - not including Clinical Psychology Masters Students);
 - (xiii) Rehabilitation Engineers; and
 - (xiv) Clinical Measurements.

37.2 Only one employee can receive the Student Clinical Education Allowance for providing clinical education for any one student each day. This employee would be the designated educator for that day in accordance with Clause 37(1)(a) of this Agreement.

37.3 The Student Clinical Education Allowance is available for employees who provide clinical education for student(s) from entry level educational institutions in other States and Territories only where there is no entry level educational institution in Queensland for that discipline.

37.4 Employees who are employed as clinical educators, or who provide clinical education for students who are employees of Queensland Health, are not eligible for the Student Clinical Education Allowance.

37.5 Approval for payment of the Student Clinical Education Allowance will be in accordance with IRM 2.1-32 as amended or replaced from time to time.

37.6 The eligibility criteria for payment of the Student Clinical Education Allowance in Clause 37.1 may be adjusted during the period of the Agreement with the approval of the Director-General or authorised delegate on advice from the Allied Health Workforce and Coordination Unit and the HPIBB Group.

38. Clinical Education Management Initiative

38.1 Departments within Queensland Health facilities where undergraduate and graduate entry university students in the disciplines listed in Clause 38.2 are allocated in accordance with the agreed schedules to the student deeds between universities and Queensland Health are entitled to funding of \$75 per student per placement week (**Departmental Funding**).

38.2 The following disciplines are entitled to the Departmental Funding:

- (a) Audiology;
- (b) Physiotherapy;
- (c) Speech Pathology;
- (d) Occupational Therapy;
- (e) Social Work;
- (f) Nutrition and Dietetics;
- (g) Pharmacy;
- (h) Orthotics/Prosthetics;
- (i) Podiatry;
- (j) Nuclear Medicine, Radiography, Radiation Therapy, Breast Imaging Radiographer (including Breast Screen Queensland);
- (k) Sonography;
- (l) Psychology (Pre-entry only - not including Clinical Psychology Masters Students);
- (m) Rehabilitation Engineers; and
- (n) Clinical Measurements.

38.3 Departmental Funding will be utilised for purposes agreed by the relevant department in consultation with staff.

38.4 Clinical Education Management Funding equivalent to funding for 164 FTE at level HP3.5 will be phased in over the life of the Agreement.

38.5 Clinical Education Management Funding for the following disciplines for the following number of FTE positions will be made available from the following dates:

Discipline	Number of FTE positions	Effective Date
Radiography/Medical Imaging Technology (including Sonography)	12.5	1 January 2008
Breast Imaging Radiography (including Breastscreen Queensland)	1	1 January 2008
Nuclear Medicine Technology	0.7	1 January 2008
Radiation Therapy	2.8 (plus Commonwealth funding the equivalent of \$234,000)	1 January 2008
Pharmacy	9	1 July 2008
Oral Health	Refer to Clause 38.6	1 January 2008
Physiotherapy	29	1 January 2008
Occupational Therapy	19	1 July 2008
Speech Pathology	11	1 July 2008
Nutrition and Dietetics	11	1 July 2008
Social Work	Refer to Clause 38.7	1 July 2008
Psychology	Refer to Clause 38.7	1 July 2008
Clinical Measurements	Refer to Clause 38.7	1 July 2008

38.6 Clinical Education Management Funding will be allocated to Oral Health from 1 January 2008 after further consultation between the parties regarding training and development requirements.

38.7 Clinical Education Management Funding will be allocated to the following disciplines from 1 July 2008 after further consultation between the parties regarding training and development requirements:

- (a) Social Work;

- (b) Psychology;
 - (c) Clinical Measurements;
 - (d) Audiology;
 - (e) Podiatry;
 - (f) Orthotics/Prosthetics; and
 - (g) Rehabilitation Engineers.
- 38.8 Clinical Education Management Funding for other Health Practitioner disciplines not listed in this Clause will be available from 1 July 2009.
- 38.9 Clinical Education Management Funding detailed in Clause 38.5 of this Agreement will replace the Departmental Funding detailed in Clause 38.1 of this Agreement from the effective date for each discipline.
- 38.10 The Clinical Education Management Funding allocations detailed in Clause 38.5 of this Agreement are based on a combination of employee numbers, current and anticipated student placement numbers and impact, anticipated new graduate and junior staff support requirements and negotiations.
- 38.11 An implementation plan for Clinical Education Management Funding detailed in Clause 38.5 of this Agreement will be developed by the HPIBB Group on advice from the relevant Health Service Area.

PART E EMPLOYMENT CONDITIONS

39. Hours of work

- 39.1 The ordinary hours of work for employees covered by this Agreement are 38 hours per week.
- 39.2 Despite Clause 39.1, a transitional period will occur for those employees who did not work a 38 hour week prior to the commencement of this Agreement. Employees who did not work a 38 hour week prior to the commencement of this Agreement will begin working a 38 hour week no later than 31 March 2008.
- 39.3 Any changes to hours of operation will be subject to consultation in accordance with Clause 53 'Organisational Change and Restructuring' of this Agreement.
- 39.4 Industrial entitlements and Award entitlements, including, but not limited to, shift work allowances, penalty rates, overtime and breaks will continue to apply in the event of a change to hours of operation.

40. Professional Development Leave

- 40.1 Permanent employees are entitled to 3 days Professional Development Leave per annum to attend professional development sessions. Professional Development Leave will accrue for up to two years.
- 40.2 In addition to the Professional Development Leave, reasonable travel time associated with accessing the Professional Development Leave will be treated as paid work time (rostered hours) on the basis of no more than 8 hours single time for each day of travel.
- 40.3 Permanent part-time employees working at least 15.2 hours per fortnight are entitled to Professional Development Leave on a pro-rata basis.
- 40.4 Despite anything in this Clause, IRM11.6-1 Study/Conference Leave as amended or replaced from time to time still applies.

41. Radiation Professionals Leave

- 41.1 An additional one week's recreation leave to a total of five weeks' recreation leave each year will be provided to all:
- (a) Radiographers;

- (b) Radiation Therapists;
- (c) Medical Imaging Technologists;
- (d) Nuclear Medicine Technologists;
- (e) Breast Imaging Radiographers (including Breast Screen Queensland);
- (f) Radiographers/Sonographers;
- (g) Physicists, including Radiation Oncology Medical Physicists, Nuclear Medical Physicists, Radiology Medical Physicists, and Health Physicists;
- (h) Radio Chemists; and
- (i) Dark Room Technicians.

41.2 No leave loading is payable on the additional week's leave. Accordingly, four weeks' leave loading will be distributed over the five weeks of recreation leave entitlement.

PART F PROJECTS AND REVIEWS

42. Demand Management Projects Package

42.1 The Demand Management Projects Package will:

- (a) review models of care;
- (b) review on call arrangements and out of hours service delivery;
- (c) review extended hours of operation; and
- (d) develop Business Planning Frameworks to provide guidelines for staffing numbers to deliver services incorporating new models of care.

42.2 The MRP Phase 2 Project will be the initial pilot for the Demand Management Projects Package. The outcomes of the MRP Phase 2 project will be:

- (a) a review of best practice staffing and service models for service delivery, productivity and planning;
- (b) proposed options for the management of on call/recall and overtime;
- (c) evaluation and recommendation of preferred models for the adoption of evidence based guidelines and protocols for radiology services to reduce unnecessary demand; and
- (d) identification of training and development and research gaps to support implementation of workforce and work practice changes.

42.3 The Demand Management Projects Package also includes funds for all other disciplines to conduct a literature review of best practice staffing and service models for service delivery, productivity and planning at a service level.

42.4 The framework for projects for other services under the Demand Management Projects Package will be developed in consultation with the HPIBB Group.

43. Fatigue Management Strategy Project

43.1 The parties intend that a strategy for the management of fatigue will be developed by 1 September 2008.

43.2 The fatigue management strategy will be informed by the MRP Phase 2 Project, other Demand Management Projects and the Alert Doctor Project, including the development of:

- (a) a policy and risk management framework;
- (b) the use of fatigue assessment software for Health Practitioners;
- (c) training and education material targeting the employee and the employer; and
- (d) a training framework for ongoing education and training.

44. On Call Arrangements Review for Medical Imaging Radiographers

- 44.1 The On Call Arrangements Review for Medical Imaging Radiographers will review the current on call practices as contained in IRM 2.5-26 to determine if it is possible to guarantee a minimum of eight days off all forms of on call for Medical Imaging Radiographers in every four week period.
- 44.2 The On Call Arrangements Review for Medical Imaging Radiographers will consider:
- (a) current service delivery requirements;
 - (b) the impacts on accessibility to services if on call arrangements are changed as proposed; and
 - (c) the impact of any of changes on the use of licensed operators, including implications for expanded scope of practice, supervision and workplace health and safety.
- 44.3 The parties intend that the On Call Arrangements Review for Medical Imaging Radiographers will be completed within 12 months of the date of commencement of this Agreement.
- 44.4 Depending on the recommendations of the On Call Arrangements Review for Medical Imaging Radiographers, the parties will consider seeking to amend Clause 6.8.5 of the Award.

45. New Models of Care/Workforce Redesign Projects

- 45.1 The parties are committed to implementing models of care to ensure full scope of practice, advanced/extended scope of practice and use of support staff and integration of health services across the continuum.
- 45.2 The New Models of Care/Workforce Redesign Projects will be linked to Demand Management Projects Package projects specifically targeting emergency, ambulatory, elective surgery, aged care and Districts where there is capital works or high growth and demand.
- 45.3 New Models of Care/Workforce Redesign Project funds will be used to:
- (a) fund 20 projects with project teams and with recurrent funding for 40 FTEs at District/Service level to provide a backfill capability for clinical project officers, including:
 - (i) 20 HP5.1 project officers from January 2009 until 31 August 2010;
 - (ii) 20 HP5.1 officers from January 2009 and ongoing thereafter;
 - (iii) 20 HP4.1 officers from January 2009 and ongoing thereafter; and
 - (b) fund support costs or other service requirements for Pathology and Radiology for grant funding of \$200,000 per annum from July 2009 and ongoing thereafter;
 - (c) employ clinicians at the local level to develop and implement the proposed models of care.
- 45.4 The framework for the management and implementation of New Models of Care/Workforce Redesign Projects will be developed centrally by the Allied Health Workforce Advice and Coordination Unit, in consultation with the HPIBB Group.

46. Research Package

- 46.1 The Research Package is intended to build research capacity in the Health Practitioner workforce and facilitate the implementation of evidence based clinical services.

- 46.2 The Research Package includes:
- (a) five full time equivalent research positions which will be created each year of the Agreement, for a total of 15 new positions by the end of the Agreement; and
 - (b) Research Funds of \$300,000 per annum (in addition to the current Allied Health Research funding of \$100,000 per annum).
- 46.3 The Research Package will be managed by the Allied Health Workforce Advice and Coordination Unit, who will manage the Research Package on behalf of all professions and disciplines covered by this Agreement.
- 46.4 Criteria and processes for making applications for the Research Package funds will be developed in consultation with the HPIBB Group, but will include the following considerations:
- (a) positions can be discipline specific or have a service area focus;
 - (b) the service needs to demonstrate evidence of collaboration and consultation with internal stakeholders (e.g rest of discipline, management and other members of multi-disciplinary teams) and external stakeholders (e.g universities, divisions of general practice in the implementation of the position);
 - (c) joint positions with tertiary institutions will be favourably considered; and
 - (d) outcomes will be monitored and reported annually (e.g peer reviewed publications and grants).

47. Long Term Temporary Employees Review

- 47.1 The parties acknowledge that the resolution of issues around temporary employment is a significant issue to be addressed throughout the duration of this Agreement.
- 47.2 The HPIBB Group will form a sub-committee to scope, examine and report on issues, including any recommendations from the whole-of-Government review, and recommend a process or processes to address the extent of temporary employment in Queensland Health.

48. Relief Pools Review

- 48.1 During the life of the Agreement, Area Health Services/Statewide Services will:
- (a) review the effectiveness of existing relief pools; and
 - (b) establish and coordinate relief pools where they do not exist.

49. Clinical Governance Review

- 49.1 A Clinical Governance Framework for Health Practitioners will be developed over the life of this Agreement.
- 49.2 The Clinical Governance Framework will take into account accreditation/credentialing of employees in line with training and development initiatives and clinical supervision models.

50. Extension of Private Practice Rights Review

- 50.1 The parties agree to investigate the extension of Right of Private Practice for Health Practitioners outside the Rural and Remote areas in line with new models of care and the service planning context.

PART G INDUSTRIAL RELATIONS AND CONSULTATION

51. Collective Industrial Relations

- 51.1 Queensland Health is committed to collective agreements with unions and does not support non-union agreements, Queensland Workplace Agreements or Australian Workplace Agreements.

- 51.2 The parties to this Agreement acknowledge that structured, collective industrial relations will continue as a fundamental principle. The principle recognises the important role of unions in the workplace and the traditionally high levels of union membership in the workplaces subject to this Agreement.
- 51.3 The parties to this Agreement support constructive relations between the parties and recognise the need to work co-operatively in an open and accountable way.
- 51.4 Agreed arrangements regarding 'Union Encouragement', 'Leave to Undertake Work with Relevant Union', 'Industrial Relations Education Leave' and 'Union Delegates Assistance' form part of Schedule 9 of this Agreement.

52. Commitment to Consultation

- 52.1 The parties to this Agreement recognise that for the Agreement to be successful, the initiatives contained within this Agreement need to be implemented through an open and consultative process.
- 52.2 The parties to this Agreement are committed to involving employees and their union representatives in the decision-making processes affecting the workforce. Employees will be encouraged to participate in the consultation processes by allowing adequate time to understand, analyse, seek appropriate advice from their union and respond to such information.
- 52.3 Consultation requires the exchange of timely information relevant to the issues at hand, and a genuine desire for the consideration of each party's views, before making a final decision.
- 52.4 Local and District Consultative Forums (LCF/DCF) or equivalent will continue in accordance with the Terms of Reference agreed by the parties represented on such Forums. The relevant parties will jointly evaluate the effectiveness of, and modify where necessary, all consultative forums during the life of this Agreement.

PART H ORGANISATIONAL CHANGE AND RESTRUCTURING

53. Organisational Change and Restructuring

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

- 53.8 Prior to the implementation of any decision in relation to workplace change likely to affect security and certainty of employment of employees, such changes will be subject to consultation with the relevant union/s. The objective of such consultation will be to minimise any adverse impact on security and certainty of employment.
- 53.9 After such discussions have occurred and it is determined that fewer employees are required, appropriate job reduction strategies will be developed that may include non-replacement of resignees and retirees and the deployment/redeployment and retraining of excess employees which will have regard to the circumstances of the individual employee/s affected. This will occur in a reasonable manner.
- 53.10 Where individuals unreasonably refuse to participate or cooperate in deployment/ redeployment and retraining processes, the full provisions for managing redundancies will be followed. No employee will be redeployed against their will. In those cases where the offering of Voluntary Early Retirements (VERs) to selected employees is necessary, this will occur in full consultation with the relevant union/s.
- 53.11 To ensure consultative processes are effective, these guidelines will be reviewed and monitored throughout the life of the Agreement to ensure their effectiveness. Unions will be consulted as part of the review process. Consultative arrangements required to be followed in the management of any organisational change and restructuring proposal will be in accordance with the Queensland Health Change Management Guidelines which includes consultation with all relevant unions.

54. Replacement of Existing Staff

- 54.1 This Clause will not have application in instances of organisational change which are covered by Clause 53 of this Agreement.
- 54.2 There is no intention that there will be a net reduction of Queensland Health staffing during the life of this Agreement. However, the parties recognise that the employer does not maintain fixed establishment numbers.
- 54.3 Having regard to workload management issues, the parties agree that where a permanent employee leaves due to retirement, resignation, termination, transfer or promotion they will be replaced by a permanent employee as follows:
- (a) **Base Grade Staff** – commence process to replace staff within 3 days of retirement, resignation, termination, transfer or promotion or within 3 days of notice given (whichever is sooner) and will be completed within 1 month. The local organiser/delegate may request from relevant local HR/line manager and be provided a report of relevant employee resignations to assist in monitoring of timeframes within 3 days; and/or
 - (b) **Other than Base Grade Staff** – commence process to replace staff within 14 days of retirement, resignation, termination, transfer or promotion or within 14 days of notice given (whichever is sooner). This process will be completed as soon as practicable and the parties expect this to take no longer than 3 months. It is recognised that consideration will be given to the timeframes for appeal mechanisms for other than base grade staff. The local organiser/delegate may request from relevant local HR/line manager and be provided a report of relevant employee resignations to assist in monitoring of timeframes within 3 days.
- 54.4 Where an issue that can legitimately extend the time to fill arrangements set out above (for example, genuine demonstrated reductions in workload) or seasonal issues (for example Christmas/New Year closure period), a proposal from management to extend the replacement period, or postpone the replacement, will be forwarded to the next scheduled consultative forum for agreement, or relevant union for agreement, if the consultative forum cannot be accessed. If the consultative forum does not agree to the extension, the matter will be referred to the next scheduled HPIBB Group meeting for determination.

55. Quality Improvement

- 55.1 Contemporary health services rely on information as the basis on which sound decisions can be made. The collection, analysis, reporting and comparison of indicators that describe the performance and processes of health services are now a standard tool utilised by all health service staff to facilitate continuous quality improvement.
- 55.2 Nationally, the following areas have been identified as being key areas for monitoring health service performance:

- (a) effectiveness;
- (b) accessibility;
- (c) safety;
- (d) efficiency;
- (e) appropriateness; and
- (f) consumer involvement.

55.3 The parties agree that the measurement of performance and process indicators at a unit, service, District, Area Health Service and organisational level in the above areas is an important and necessary management function for contemporary health service delivery.

PART I JOB SECURITY AND CONTRACTING

56. Job Security

- 56.1 Queensland Health is committed to job security for its permanent employees. This clause is to be read in conjunction with the Queensland Government's Employment Security policy.
- 56.2 The parties acknowledge that job security for employees assists in ensuring workforce stability, cohesion and motivation and hence is central to achieving the objectives of this Agreement.
- 56.3 Job reductions by forced retrenchments will not occur.
- 56.4 Volunteers, other unpaid persons or trainees will not be used to fill funded vacant positions.
- 56.5 Queensland Health and Mater Misericordiae Health Services Brisbane Limited are the preferred providers of public health services for the Government and the community.
- 56.6 Queensland Health supports the accepted industrial principle that temporary and casual employees have the right to raise concerns with their employer in relation to their employment status or any other work related matters without fear of victimisation. Unions may refer instances of alleged victimisation directly to the HPIBB Group for attention.
- 56.7 Queensland Health acknowledges that long term casual employees have rights to unfair dismissal entitlements in accordance with the provisions of the relevant legislation.
- 56.8 Nothing in this Agreement will prevent the provision of public health clinical services being provided by the private sector because they are not able to be provided by the public sector.

57. Contracting Out

- 57.1 It is the clear policy of Queensland Health not to contract out or to lease current services. There will be no contracting out or leasing of services currently provided by Queensland Health at existing sites except in the following circumstances:
- (a) in the event of critical shortages of skilled staff;
 - (b) the lack of available infrastructure capital and the cost of providing technology;
 - (c) extraordinary or unforeseen circumstances; or
 - (d) it can be clearly demonstrated that it is in the public interest that such services should be contracted out.
- 57.2 In the circumstances where:
- (a) there is a lack of available infrastructure capital and the cost of providing technology; or

- (b) where it can be clearly demonstrated that it is in the public interest that such services should be contracted out,

contracting out cannot occur until agreement is sought at the HPIBB Group, provided that such agreement will not unreasonably be withheld.

57.3 Where the employer seeks to contract out or lease current services, the following general consultation process will be followed:

- (a) The relevant unions will be consulted as early as possible. Discussions will take place before any steps are taken to call tenders or enter into any otherwise binding legal arrangement for the provision of services by an external provider.
- (b) For the purpose of consultation the relevant union/s will be given relevant documents. The employer will ensure that all relevant union/s is/are aware of any proposals to contract out or lease current services. It is the responsibility of the relevant union/s to participate fully in discussions on any proposals to contract out or lease current services.
- (c) If, after full consultation as outlined above, employees are affected by the necessity to contract out or lease current services, the employer will:
 - (i) negotiate with relevant union/s employment arrangements to assist employees to move to employment with the contractor;
 - (ii) ensure that employees are given the option to take up employment with the contractor;
 - (iii) ensure that employees are given the option to accept deployment/redeployment with the employer; and
 - (iv) ensure that, as a last resort, employees are given the option of accepting voluntary early retirement.

57.4 In emergent circumstances, where the employer seeks to contract out or lease current services, the following consultation process will be followed:

- (a) The employer can contract out or lease current services without reference to the HPIBB Group in cases where any delay would cause immediate risks to patients and/or detriment to the delivery of public health services to the Queensland public.
- (b) In all cases information must be provided to the next HPIBB Group meeting for review in relation to these cases and to assist in determining strategies to resolve any issues that arise. These circumstances would include:
 - (i) in the event of critical shortages of skilled staff; or
 - (ii) extraordinary or unforeseen circumstances.

57.5 Any dispute between the parties arising out of this Clause will be dealt with in accordance with Clause 15 of this Agreement.

58. Contracting In

58.1 Queensland Health commits to continue the current process of insourcing work currently outsourced in co-operation with the relevant union/s by identifying all currently outsourced work.

58.2 Organisational units will bid for work currently out-sourced to contractors, unless otherwise agreed between the parties and subject to any legislative requirements.

58.3 In-sourcing will be undertaken where it can be demonstrated that work is competitive on an overall basis, including quality and the cost of purchase and maintenance of any capital equipment required to perform the work. Where the employer requires that in-sourced work is performed by work units which specify industry accepted standards of accreditation or minimum qualifications for their performance, these requirements must also be met by external bidders. At the expiry of existing contracts, the employer commits to in-source work unless the cost of in-sourcing the work is demonstrated to be greater than five percent higher than outsourced

arrangements once cost comparisons between direct and contract labour have been made. This will not prevent the use of contract extension clauses while this process continues.

- 58.4 Training for managers to undertake costings and bids will be provided on an ongoing basis.
- 58.5 Special consideration will be given in circumstances where appropriate employees are available to provide a service. In these cases, latitude will exist in relation to price competitiveness. This latitude will be quantified and agreed between the parties at the HPIBB Group.
- 58.6 Subject to this Clause, existing contract arrangements will not be extended to new or replacement facilities. Opportunity will be given for in-house staff to undertake the work as outlined above. It is acknowledged that new or replacement facilities are not to be treated as greenfield sites.
- 58.7 Once a decision has been made by the employer the appropriate outcome will be implemented. Neither party will seek to disrupt or delay the implementation of the approved outcome. Should the relevant union consider that a fair comparison has not been made then the matter should be referred to the HPIBB Group for resolution. This must occur in a timely manner.
- 58.8 The employers preferred policy position is to in-source the maintenance of its technology after the expiry of the standard manufacturer's warranty where feasible. There will be no extension of warranties in those circumstances where appropriate in-house maintenance is available.
- 58.9 The employer will ensure that, where possible, contracts for the supply or warranty of technology include a component of training to ensure in-house maintenance remains possible. The parties acknowledge that external maintenance of certain complex technology will occur where in-house maintenance is not feasible.
- 58.10 This Clause will not apply to services funded through the Statewide and Non-Government Health Services Unit.

59. Prime Vendoring

- 59.1 The parties acknowledge that prime vendoring projects may proceed during the life of this Agreement. However, any prime vendoring projects that may result in job losses must be referred to the HPIBB Group for consultation prior to commencement.
- 59.2 Any dispute arising from this Clause will be dealt with in accordance with the disputes clause of this Agreement.

60. Collocation

- 60.1 Collocation of public and private health services will not result in the diminution of public health service or public sector industrial relations standards in Queensland. Collocation agreements will not diminish existing arrangements for provision of public health services by Queensland Health on a collocated site. This will not prevent the public sector providing services to the private hospitals.
- 60.2 Industrial representation arrangements are not a matter intrinsic to collocation agreements and thus will not be affected by these agreements. Consultative processes have been established at Queensland Health Corporate Office and Health Service District levels to facilitate information and consultation on appropriate issues with health unions on collocation issues. These processes will continue. If it is intended that there are further collocations of public and private health services, full consultation will occur at the outset with the relevant unions.

PART J MISCELLANEOUS

61. No disadvantage

- 61.1 No individual employee will be disadvantaged in their average ordinary earnings or overall entitlements and conditions as a result of the introduction of this Agreement.
- 61.2 Employees who translate to the Health Practitioner Classification Structure who have pre-existing agreed arrangements for movement between public service and public sector positions will retain their pre-transition conditions of employment (**grand-parented conditions**) except as specifically provided for in this Agreement

while the employee remains in the substantive position they translate to.

61.3 Once the employee leaves their translated position (including, but not limited to promotion, voluntary transfer at level, higher duties or secondment), those grandparented conditions will cease and the terms and conditions applicable to the position to which they are being appointed will apply.

61.4 Employees with grandparented conditions who leave their substantive positions because of higher duties or secondment will resume their grandparented conditions upon return to their translated position.

62. Equal Opportunity

62.1 The parties are committed to the principles of equity and merit and to the objectives of the *Equal Opportunity in Public Employment Act 1992* (Qld), the *Anti-Discrimination Act 1991* (Qld) and the *Equal Remuneration Principle* (QIRC Statement of Policy 2002) and other anti-discrimination legislation.

62.2 The employer will meet its statutory obligations under the *Equal Opportunity in Public Employment Act 1992* (Qld) to consult with unions by agreed consultative mechanisms.

62.3 A Queensland Health Employment Equity Advisory Committee has been established jointly with Queensland Health and the public health sector unions.

62.4 It is the intention of the parties to prevent unlawful discrimination or vilification in the workplace. Employees are also required to ensure that they do not engage in any action that could be considered as sexual harassment.

62.5 The Flexible Work Arrangements Guide has been developed for the purpose of achieving 'Work Life Balance' and will be amended from time to time. Queensland Health is committed to implementing all strategies and performance indicators in the Flexible Work Arrangements Guide as agreed.

62.6 The parties acknowledge that achievement of equity outcomes is largely contingent upon commitment of management to equity outcomes. This will be demonstrated by management practices, the provision of ongoing Equal Employment Opportunity training for managers and employees, the maintenance of Equal Employment Opportunity networks throughout the agency and the commitment to achieve agreed equity outcomes at the facility and corporate office level.

62.7 The parties acknowledge that increased flexibility and improvements in working arrangements can further the aims of efficiency, effectiveness and equity.

63. Childcare

63.1 The parties to this Agreement recognise the importance of access to affordable and appropriate childcare for employees. Given that Queensland Health is a major public sector employer with a workforce comprising of a high percentage of female employees required to work non-standard hours, access to childcare is an important issue. The parties acknowledge that the availability of appropriate childcare services assists with the recruitment and retention of staff, enhances productivity and improves staff morale. The employer acknowledges the importance of childcare as an employment equity issue.

63.2 The Queensland Health Employment Equity Advisory Committee will consider the findings of the review and formulate policy recommendations and childcare options that will consider, but not be limited to, the following:

- (a) feasibility of facility based childcare centres;
- (b) outside school hours care;
- (c) provision of breastfeeding facilities;
- (d) priority access in community based or private childcare centres;
- (e) priority access in family day care, adjunct care and emergency care (including care for sick children);
- (f) childcare information; and
- (g) referral service.

63.3 When a Health Service District considers facilitation of childcare options, such initiatives will be discussed at the DCF or their equivalent. Where a childcare service is to be provided at a Queensland Health facility, the options for providing this service will include that such employees are public sector employees.

63.4 The employer will continue to operate the Lady Ramsay Childcare Centre. Childcare workers employed at the Lady Ramsay Childcare Centre will continue to be employed in accordance with the Award.

64. Workplace Health and Safety

64.1 The parties to this Agreement are committed to continuous improvement in workplace health and safety standards through the implementation of an organisational framework which involves all parties in preventing injuries and illness at the workplace by promoting a safe and healthy working environment. All employees will be assisted in understanding and fulfilling their responsibilities in maintaining a safe working environment.

64.2 A Queensland Health Workplace Health and Safety Advisory Committee has been established jointly with Queensland Health and the public health sector unions which will continue to oversee progress on workplace health and safety issues.

64.3 Further, without limiting the issues which may be included, the parties agree to address the following issues:

- (a) guidelines on security for health care establishments;
- (b) aggressive behaviour management;
- (c) workplace stress;
- (d) workplace bullying;
- (e) working off-site;
- (f) workplace rehabilitation;
- (g) workers compensation;
- (h) management of ill or injured employees; and
- (i) guidelines for work arrangements (including hours of work).

64.4 Nothing in this Clause will limit the right of authorised union officials to address workplace health and safety issues, including inspections, on behalf of members. These inspections will not constitute inspections under section 81 of the *Workplace Health and Safety Act 1995* (Qld).

65. Workplace Bullying

65.1 The parties recognise that workplace bullying is a serious workplace issue which is not acceptable and must be eliminated.

65.2 Queensland Health is committed to implementing the agreed outcomes of the Relationship Interest Based Bargaining (RIBB) group in respect to workplace bullying and harassment during the life of the Agreement.

PART K FURTHER MATTERS, VARIATIONS AND NO FURTHER CLAIMS

66. Issues, Projects and Reviews to be Addressed

66.1 The parties agree that there are a number of key priority issues, projects and reviews which will be considered during the life of the Agreement. Issues, projects and reviews to be addressed include:

- (a) the implementation of the Health Practitioner Career Structure as set out in Part B of this Agreement, including the approval of final Work Level Statements as set out in Clause 17.2;
- (b) the review of rural and remote location employment incentives as set out in Clause 27.5 of this Agreement;

- (c) the development of guidelines to support the consistent application of the Emergency Clinical On Call Allowance as set out in Clause 29.6 of this Agreement;
 - (d) implementation of the Higher Education Incentive as set out in Clause 32 of this Agreement;
 - (e) the development and implementation of the Training and Development Statewide Framework Package as per the Ministerial Taskforce into Clinical Education and Training and as agreed by the parties outside this Agreement;
 - (f) the Demand Management Projects Package as set out in Clause 42 of this Agreement;
 - (g) the Fatigue Management Strategy Project as set out in Clause 43 of this Agreement;
 - (h) On Call Arrangements Review for Medical Imaging Radiographers as set out in Clause 44 of this Agreement;
 - (i) New Models of Care/Workforce Redesign Projects as set out in Clause 45 of this Agreement;
 - (j) the application of the Research Package as set out in Clause 46 of this Agreement;
 - (k) Long Term Temporary Employment Review as set out in Clause 47 of this Agreement;
 - (l) Relief Pool Review as set out in Clause 48 of this Agreement;
 - (m) Clinical Governance Review as set out in Clause 49 of this Agreement;
 - (n) Extension of Private Practice Rights review as set out in Clause 50 of this Agreement;
 - (o) consideration and implementation of any recommendations arising out of the:
 - (i) Oral Health Review;
 - (ii) National registration changes;
 - (iii) National Oral Health Plan; and
 - (p) the development of position descriptions for Dental Prosthetists as a priority as part of the Phase 2 Work Level Evaluation Process; and
 - (q) any relevant state or federal industrial or funding initiatives, internal or external reviews, other Queensland Health corporate governance models or projects in each of the specific areas.
- 66.2 The HPIBB Group is responsible for prioritising the issues identified in Clause 66.1 and develop an implementation plan showing key milestones for the completion of the review of each issue. A proposed implementation plan is at Schedule 8 to this Agreement. The timeframes set out in the proposed implementation plan will be monitored and may be amended by the HPIBB Group.
- 66.3 Detailed project plans for each of the issues identified in Clause 66.1 will be approved for release by the HPIBB Group by March 2008.
- 66.4 Progress reports for each of the issues identified in Clause 66.1 will be provided to the HPIBB Group quarterly.
- 66.5 If there are significant delays in meeting the agreed project timelines, and the parties cannot resolve these delays, any party may seek the assistance of the Queensland Industrial Relations Commission in accordance with the dispute resolution process in Clause 15 of this Agreement.
- 66.6 In addressing the issues listed in Clause 66.1, the parties agree that:
- (a) there will be no changes to wages, allowances and employment conditions for employees as a result of addressing the issues; and
 - (b) any funding required to implement outcomes will be dealt with through standard Queensland Health budget processes and service planning arrangements.

67. Variations to the Agreement

67.1 The terms of this Agreement may be varied by a ballot of relevant employees subject to this Agreement in accordance with the *Industrial Relations Act 1999*.

68. No Further Claims

68.1 This Agreement is in full and final settlement of all parties' claims for its duration. It is a term of this Agreement that no party will pursue any further claims relating to wages or conditions of employment whether dealt with in this Agreement or not with the exception of the matters in Clause 68.2 of this Agreement. This Agreement covers all matters or claims that could otherwise be subject to protected industrial action.

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

- (a) General Ruling and Statements of Policy issued by the Queensland Industrial Relations Commission (QIRC) that provide conditions that are not less favourable than current conditions;
- (b) decisions, government policy, or Directives under the *Health Services Act 1991* that provide conditions that are not less favourable than current conditions; and
- (c) any improvements in conditions that are determined on a whole-of government basis that provide conditions that are not less favourable than current conditions.

SCHEDULE 1 – LIST OF ELIGIBLE DISCIPLINES / PROFESSIONS

1. The list of eligible disciplines and professions that have been agreed by the parties in accordance with Clause 4.4 of this Agreement are:
 - (a) Audiologists;
 - (b) Biomedical Engineers and Technicians;
 - (c) Breast Imaging Radiographers;
 - (d) Cardiac Perfusionists;
 - (e) Chemists and/or Radio-chemists;
 - (f) Child Guidance Therapists;
 - (g) Child Therapists;
 - (h) Clinical Measurement Scientists and Technicians;
 - (i) Dental Prosthetists;
 - (j) Dental Technicians;
 - (k) Dental Therapists;
 - (l) Dietitians/Nutritionists;
 - (m) Environmental Health Officers;
 - (n) Epidemiologists;
 - (o) Exercise Physiologists;
 - (p) Forensic Scientists and Technicians;
 - (q) Genetic Counsellors;
 - (r) Health Promotion Officers;
 - (s) Leisure Therapists;
 - (t) Medical Education Officers;
 - (u) Medical Illustrators;
 - (v) Medical Laboratory Scientists and Technicians;
 - (w) Music Therapists;
 - (x) Neurophysiologists;
 - (y) Neuro-psychologists;
 - (z) Nuclear Medicine Technologists;
 - (aa) Nutritionists;
 - (bb) Occupational Therapists;
 - (cc) Optometrists;

- (dd) Oral Health Therapists;
- (ee) Orthoptists;
- (ff) Orthotists, Prosthetists and Technicians;
- (gg) Patient Safety Officers;
- (hh) Pharmacists and Technicians;
- (ii) Physicists, including Radiation Oncology Medical Physicists, Nuclear Medical Physicists, Radiology Medical Physicists, and Health Physicists;
- (jj) Physiotherapists;
- (kk) Podiatrists;
- (ll) Psychologists including Clinical and Neuro Psychologists;
- (mm) Public Health Officers;
- (nn) Radiation Therapists;
- (oo) Radiographers/Medical Imaging Technologists;
- (pp) Rehabilitation Engineers and Technicians;
- (qq) Researchers, Clinical Trial Coordinators and Data Collection Officers;
- (rr) Scientists – Environmental Health;
- (ss) Social Work Associates;
- (tt) Social Workers;
- (uu) Sonographers;
- (vv) Speech Pathologists; and
- (ww) Welfare Officers.

SCHEDULE 2 – PHASE 1: TRANSLATION PROCESS

1. Initial translation process

1.1 All employees covered by this Agreement will translate to the Health Practitioner Classification Structure based on their classification level as at 31 August 2007 as set out in the diagram in Schedule 3.

1.2 In section 1.1 of this Schedule, for the purposes of clarity:

- (a) Temporary employees covered by this Agreement who are employed under fixed term employment contracts that commence prior to and end after 1 September 2007 will translate to the Health Practitioner Classification Structure based on their classification level as at 31 August 2007.
- (b) Temporary employees covered by this Agreement who are employed under fixed term employment contracts that commence after 1 September 2007 and end after the date of certification will translate to the Health Practitioner Classification Structure based on their classification level stated in their employment contract.
- (c) Employees covered by this Agreement who had been progressed to TO3 or PO3 or career advanced under Queensland Health Progressional or Clinical/Professional Career Advancement Scheme prior to 1 September 2007 will translate to the Health Practitioner Classification Structure at their progressed or advanced classification level, and this will become their substantive classification level; and
- (d) Employees who were directed to undertake Higher Duties at any time in the period between 1 September 2007 and the date of certification will translate to the Health Practitioner Classification Structure at their substantive position classification level as at 31 August 2007. This will not break the continuity of the period of Higher Duties or affect any increased pay rates that may apply for those Higher Duties.

1.3 As shown on the diagram in Schedule 3, employees who have been at the highest increment of the following levels for 12 months or more at 1 September 2007 will translate to the Health Practitioner Classification Structure directly as follows:

- (a) TO2.6 to HP2.6;
- (b) TO3.4 to HP2.8;
- (c) TO5.4 to HP4.3;
- (d) PO2.6 to HP3.5;
- (e) PO3.4 to HP3.8; and
- (f) PO4.4 to HP4.4.

2. One-off payment

2.1 Employees translating from the following levels will receive a one-off, non-superannuable, payment in the first pay period after the date of certification of this Agreement:

- (a) TO1.7 to HP1.7: \$770;
- (b) TO6.3 to HP4.4: \$1,470; and
- (c) PO5.4 to HP5.2: \$500.

3. Increment dates after initial translation

3.1 All employees will maintain their previous increment date, and be eligible for their next increment on that date, except those listed in section 3.2 of this Schedule.

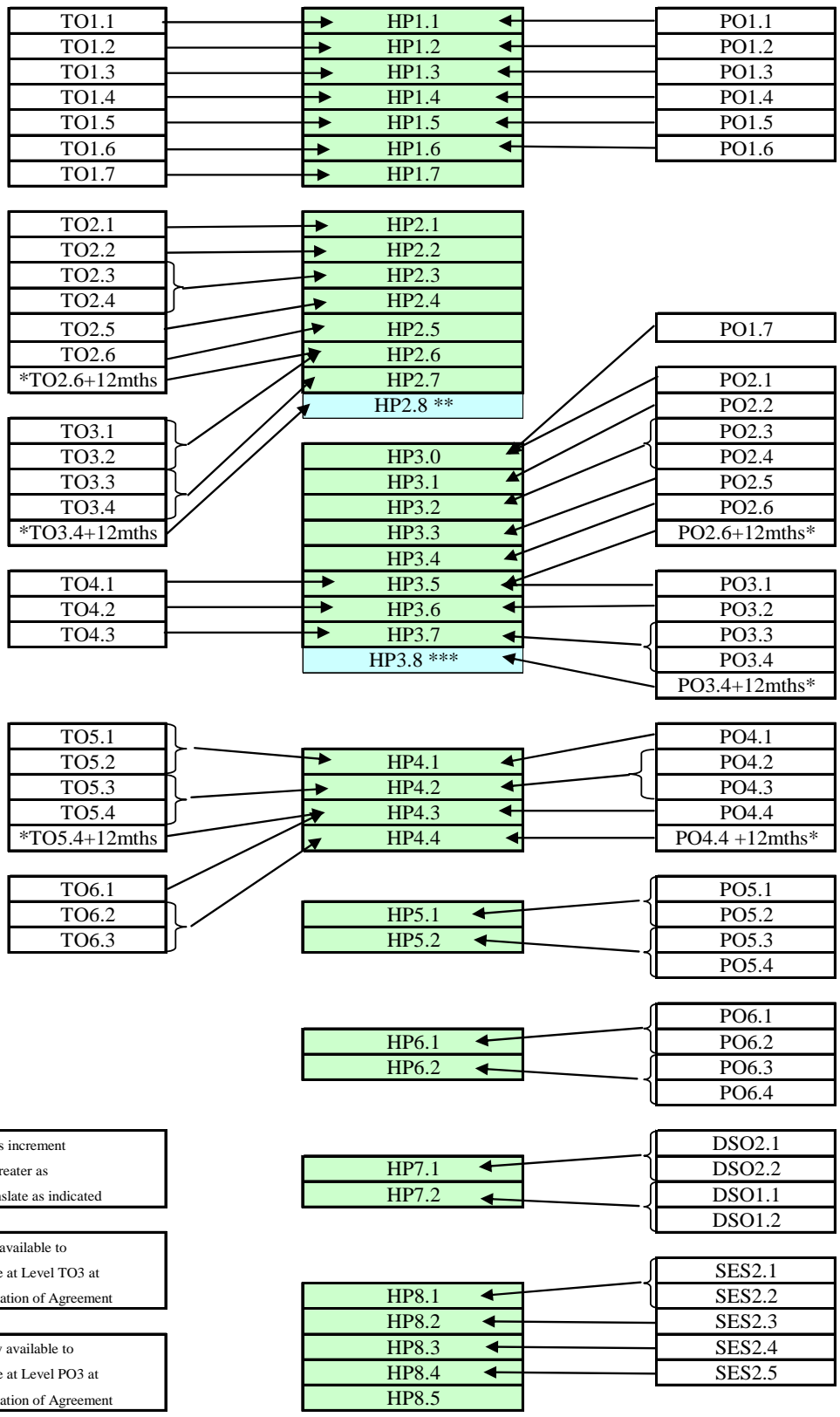
- 3.2 The following employees will have their increment date default to 1 September for any future available increments:
- (a) those listed in section 1.3 of this Schedule;
 - (b) TO2.3;
 - (c) TO3.1;
 - (d) TO3.3;
 - (e) TO5.1;
 - (f) TO5.3;
 - (g) PO2.3;
 - (h) PO3.3;
 - (i) PO4.2;
 - (j) PO5.1; and
 - (k) PO6.1.

3.3 Employees who were classified as DSO2.1 and DSO2.2 prior to translation will have an increment date of 1 September.

4. Equity

4.1 The HPIBB Group will monitor the Phase 1 translation process to ensure that any anomalies or inequities in relation to translation classification level Paypoints are considered and addressed.

SCHEDULE 3 – PHASE 1: TRANSLATION DIAGRAM



SCHEDULE 4 –WORK LEVEL STATEMENTS

Work Level Statements **(Including explanatory notes and glossary of terms)** **Health Practitioners (Queensland Health) Agreement (No 1) 2007**

Background

Queensland Health has recently committed to reforming the employment arrangements for a number of its professional and technical staff. As part of this reform, Queensland Health has introduced initiatives aiming to facilitate greater equity across this segment of its workforce by adopting a more consistent and transparent approach to governing classification and career paths. Key to this process is the establishment of a combined Health Practitioner (HP) employment scale, which aims to bring eligible Professional Officers (PO), Technical Officers (TO) and District Senior Officers (DSO) District Executive Senior Officers (DES) staff together into the one unified classification stream.

The Work Level Statements will refer to these former classifications to inform the Work Level Evaluation Project (Phase 2) and any processes arising from the Agreement.

Supporting the HP scale will be Work Level Statements including these explanatory notes, which govern employment classification.

It should be noted that a range of statements across more than one level may be relevant to an employee's role. The employee does not need to meet all statements in knowledge, skills and expertise; and accountabilities to be classified at a particular HP level. A holistic approach will be taken in the assessment of roles and the determination of classification level. No single statement will define an employee's level.

This document aims to provide you with some more information about the changes to employment classification for health practitioner staff, and answer some common questions about the introduction of the HP scale and how the Work Level Statements will affect you. For ease of reference, it is written in a question and answer format.

Explanatory Notes

1. What is the HP Scale?

The HP scale is a combined, unified classification stream, which will cover many of Queensland Health employees previously known as Professional and Technical Officers, bringing together eligible PO, TO and DSO/DES staff into a single stream while maintaining the individuality of the classifications.

2. How was the HP Scale created?

The HP Scale is the product of negotiation between Queensland Health, and the relevant Unions (LHMU and QPSU).

3. What are the benefits of the HP Scale?

By bringing together a number of PO, TO and DSO/DES roles under the same classification stream, Queensland Health is continuing its commitment to facilitating greater equity and consistency across this segment of its workforce. The HP Scale will promote a better understanding of employment classification in the Department, provide a more transparent approach to career planning and development and support strategic workforce planning.

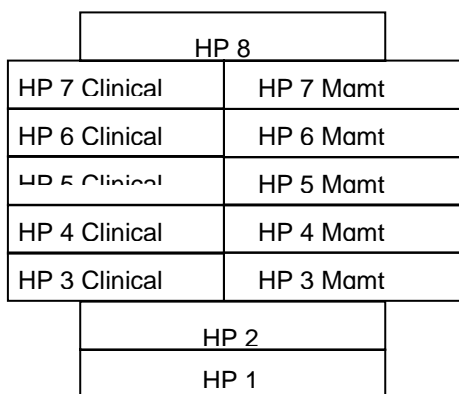
There will be recognition of advanced specialist and consultant clinical skills and a framework for potential future extended scope of practice roles.

The HPIBB has oversight of the Work Level Evaluation Project and will endorse a methodology which recognises that sufficient additive work value of multi-speciality enables classification to a higher level.

4. What does the HP Scale look like?

It is recognised that some roles fit into either a clinical or management stream. However it also recognised that many employees work across both clinical and management streams and this is recognised in the definition of multi-specialty. The HP career structure is an 8 level classification structure, underpinned by work value. Within the HP classification structure, there are two streams; a clinical stream (including positions with a clinical, education or research focus, or containing elements of all three features) and a management stream. The two streams become relevant from level HP 3 to HP 7. At levels HP 1 to 2 and at HP 8, there is no streaming applicable to the HP classification structure. See Diagram 1.

Diagram 1: HP Streams



5. What roles fit the Clinical stream?

Clinical stream roles are positions that require the application, at varying levels of expertise, of an established technical or professional body of knowledge to:

- assess situations
- conduct research and analysis, or
- develop solutions
- undertake formal education activities

Typical activities include:

- clinical diagnosis and case management
- provision of a professional opinion
- generation of new ideas and solutions
- clinical policy formulation and interpretation
- establishing new standards of operation
- clinical business strategy development
- clinical systems analysis and development
- productivity improvement projects and
- fulfil statutory obligations
- formal and informal education activities

Progression in clinical (or 'advisory') roles involves factors such as:

- increasing complexity of case work
- requirement for higher level expertise and experience
- broader scope of work
- greater impact over a broader population (internally and externally within organisation)
- progression from operational/case work focus to a strategic focus

6. What roles fit the Management stream?

Management positions typically have responsibility for controllable resources for specific projects, programs, divisions or business units to achieve defined business, service or operational objectives. Management positions also directly manage, lead or supervise a team of staff to achieve service or operational objectives. Typically, Managers allocate work, train staff and monitor quality and are accountable for individual performance management.

Progression in management roles involves factors such as:

- increased size of resources
- broader management responsibility (FTE, budget, geographical areas .i.e. facility, district, area, state)
- increased complexity of managed resources (multi-disciplinary, multi-specialty)
- greater impact over a broader population (internally and externally within organisation)
- progression from operational/management focus to a strategic focus

To assist with the evaluation of management roles, a methodology will be developed that recognises the impact of Work Environment and Management Accountability. It will be used in conjunction with the Work Level Statements and provide a simple and transparent process for evaluating management roles with the requirement for either professionally qualified or technically qualified staff.

7. How will hybrid clinical and management roles be classified?

Positions will be allocated to a level based on an evaluation of all aspects of their role. This will include appropriate consideration of both clinical and management responsibilities.

8. What are the Work Level Statements?

The Work Level Statements aim to describe the scope and nature, knowledge, skills and expertise and accountability of work which is undertaken at each level to ensure consistency of classification across this workforce. Each level systematically builds on the level below.

Although the Work Level Statements provide a generic description of health practitioner roles at each of the given HP levels, they are not a Job Description and are not designed to be used as such.

9. How are evaluations made using the Work Level Statements?

Evaluations of a role consider the scope and nature of the position, the knowledge, skills and abilities required, and the accountabilities involved. As described above, allocation to a level will be based on an evaluation of all aspects of the role against the Work Level Statement criteria and a holistic assessment based on evaluation of all aspects of the role or position having regard for responsibilities, the level of complexity, degree of multi-speciality and/or advanced level of knowledge, skill, experience and leadership in the discipline or profession, as to which level is most appropriate for that position.

10. How do employees advance under the HP Scale?

Progression from one increment to the next (within each of the HP levels 1-7), will be based on a satisfactory annual performance appraisal.

Movement between levels will occur by application for a position and promotion in accordance with approved Government policies and procedures. The establishment of positions at any given HP level will be based on service requirements.

Following the evaluation of a position to Level 8, the issue of appointment to remuneration pay points is subject to further discussion by the parties to the Agreement.

11. How are qualifications recognised for entry into the HP Scale?

Entry-level classification and remuneration positioning for Health Practitioner positions with relevant qualification of Diploma or equivalent, (and are applying that qualification to a relevant position), is HP 2, increment 1.

Entry level Health Practitioners appointed to positions requiring a minimum three year tertiary qualification of Degree or equivalent will commence at HP 3, increment '0' Entry level Health Practitioners appointed to positions requiring a minimum 4 year tertiary qualification of degree or equivalent will commence at the HP3.1 pay level.

Tertiary courses such as a 2-year Masters Program which are required for registration purposes for that discipline or profession will be considered an 'entry level' qualification. Health Practitioners with these qualifications will also be appointed at HP3.1.

12. Will the HP Scale or the Work Level Statements change?

To keep the new classification system relevant and up-to-date, the HP Scale and the Work Level Statements will be periodically revised. Any changes to the HP Scale or the Work Level Statements will be negotiated and agreed by the Health Practitioner Interest Bargaining (HPIBB) Group. At these times, all materials will be assessed and any changes will be made to ensure relevance and applicability for the purposes of ongoing classification of positions within the HP classification structure.

Glossary of Terms

STANDARDS

Basic: Fundamental or elementary; at a level of the most simple tasks to be performed

Competent: Achieving an agreed level that allows adequate performance at a the given level

Complex: Complicated, involved, intricate and involving many different influences. Complex professional work denotes work in which the range of options is imprecise, requires high-level application of general principles, and may require some adaptation of accepted practices and procedures. The work commonly involves elements of interrelationship between tasks.

Advanced: Highly developed or complex; at a level beyond that required for day-to-day practice.

Consultant: Refers to a high-level specialist Health Practitioner, recognised as a State or Nation-wide leader in their given discipline. They are utilised as a point of reference in their given discipline throughout Queensland Health.

Specialist: Refers to a Health Practitioner who has acquired, through high-level education and/or experience, a level of knowledge and skill set that is recognised as being comprehensive in a highly specific area. Their expertise is likely to be utilised on a District or Service Area level. The term specialist may, in some specific instances, also refer to a Health Practitioner who is certified by an accrediting body.

Novel: An area or issue where there is no access to existing protocol or precedent; involves breaking new ground.

BREADTH OF ACTIVITY/ JURISDICTION

Area: Area Health Service (eg Southern, Central or Northern Area Health Services)

District: In reference to one of the recognised 20 Queensland Health Service Districts.

Service Area: Relates to service areas that may in some instances fall across District boundaries (e.g. State-wide Pathology services).

Multi-disciplinary: The combination of several disciplines of health practitioners. This could include different professions (degree qualified) eg Occupational Therapist, Physiotherapist, Social Worker, Nurse etc; technicians, assistants and/or administrative staff.

Multi-speciality: The combination of speciality knowledge and skills within a given discipline which may include:

- speciality areas within a discipline;
- modality areas within a discipline;
- clinical/technical and non-clinical/technical skills and roles, such as management.

SUPERVISION/ MANAGEMENT

Clinical Leadership: The application of leadership in a clinical context and relating to clinical services and clinical outcomes.

Clinical Practice Supervision: Relates to the ongoing development of skills and knowledge required by the Health Practitioner under the guidance of a more senior Health Practitioner within the same discipline. It ensures the Health Practitioner achieves and maintains the expected professional standards of work in that discipline. The clinical practice supervisor may not necessarily be the Health Practitioner's day-to-day manager.

Operational Supervision: Formal reporting arrangement relating to the day-to-day management of workload and workflow of Health.

Leadership: The capacity to guide the development of health disciplines, services or teams, especially as related to deciding strategic direction and the setting of standards of practice.

Guidance: Informal professional advice about what to do, how to do it and given without close supervision.

Mentoring: Informal professional development activity designed to enhance the knowledge, skills and abilities of others by actions such as role modelling, advocacy and support to other health practitioners.

GENERAL

Clinical: Specialised or therapeutic care that requires an ongoing assessment, planning, intervention by health care professions.

Demonstrates: Exhibits a given characteristic in either an easily observable or readily quantifiable way.

Dictionary: Means an explanation of all relevant definitions endorsed by the HPIBB from time to time to support implementation of the agreement.

FTEs (within Management Matrix): Full Time Equivalents; includes all professional, technical or support staff, under management of a given individual, on the basis that each such staff member was engaged in a full time capacity. May include those FTE for which both operational and professional responsibility is held.

Health Practitioner:

(a) employees who:

(i) are in disciplines or professions that:

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

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

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

(ii) directly manage and have a professional responsibility for the clinical services provided by employees who meet the definition above

(b) employees who are employed in positions:

(i) that were classified in the Professional or Technical Streams under the Award or the Public Service Award – State 2003 as at the date of certification of this Agreement;

(ii) that were classified as District Senior Officer or District Executive Senior Officer positions as at the date of certification of this Agreement; or

(iii) that have been classified as Health Practitioner positions by the Director-General or authorised delegate.

Professional employees: Those Health Practitioners who are at a minimum Degree qualified (or equivalent), and perform roles requiring the application of a professional body of knowledge drawn from this qualification (also see definition for 'Technical employees' below).

Professional knowledge: Refers to the knowledge of principles, techniques or skills applicable to the profession or professional discipline. Professional knowledge is obtained during a professional qualification, experience and continuing professional development.

Student Education: Relates to participation in a range of supervision and education activities conducted in the workplace, the aim of which is the demonstrated acquisition of knowledge, skills and clinical reasoning by the student..

Technical employees: Those Health Practitioners who have a minimum qualification of a Diploma (or equivalent), and are responsible for the operation of, and sometimes interpretation of, data from healthcare apparatus.

HEALTH PRACTITIONER ONE (HP 1)

Scope and Nature of Level

Classification at HP1 level is reserved exclusively for employees in the process of completing prerequisite educational or training requirements for positions housed under HP2 or HP3 classification levels.

Positions at Health Practitioner 1 are those with an active focus on building toward the attainment of a recognised or acceptable level of knowledge and skill in their given domain. Requiring only a narrow set of knowledge and skills in their given discipline, these positions involve the performance of basic duties under the close clinical practice supervision of more experienced Health Practitioners in the given domain, with the quality of work output closely assessed. Positions may be referred to as cadetships, traineeship or scholarship positions.

Role Context

Knowledge, Skills and Expertise

- Demonstrates continuing work toward completion of prerequisite requirements for positions housed under HP2 or HP3 classification levels
- Demonstrates a narrow level of knowledge and skill in their given domain, with the ability to undertake tasks under the guidance of a more experienced practitioner

Accountability

- Works under the guidance of a more experienced practitioner in the domain
- Actively continues to pursue prerequisite education and training necessary to build competency in given domain

HEALTH PRACTITIONER TWO (HP 2)

Scope and Nature of Level

HP2 covers both recently qualified and developing technical staff.

Positions at Health Practitioner 2 are technical roles demonstrating competent technical knowledge and skill in their given domain. They are able to perform routine duties, and undertake technical tasks of increasing complexity under the clinical practice supervision of more experienced practitioners. They would be expected to be an active participant within their multidisciplinary work unit or technical team.

Positions at HP2 Level require employees to hold at least an Associate Diploma (generally prior to 2000), Diploma and Advanced Diploma (or equivalent) qualification (Post 2000).

Role Context

Knowledge, Skills and Expertise

- Demonstrates recognised expertise obtained through Diploma or, where appropriate, equivalent qualifications
- Demonstrates a competent level of knowledge, expertise and skill in the given technical domain, with the ability to apply established methods and procedures toward the completion of routine tasks
- Demonstrated ability to undertake routine tasks, with developing ability to undertake more complex tasks under the guidance of a more experienced health practitioner
- Demonstrates ability to work in a multidisciplinary team under direction.

Accountability

- Accountable and responsible for provision of routine-level technical clinical services to Queensland Health under general clinical practice supervision of more senior health practitioners
- Required to work under specific clinical practice supervision for more complex tasks, with level of supervision decreasing and accountability increasing commensurate with level of clinical experience
- Commensurate with level of experience in role, provide clinical education for students with the support of a senior Health Practitioner
- Commensurate with level of experience in role, provide guidance, peer support and instruction on matters pertaining to routine technical matters to less experienced practitioners

HEALTH PRACTITIONER THREE (HP 3)

Scope and Nature of Level

Professional Stream

HP3 covers both newly qualified clinicians and developing professional clinicians.

Clinical positions at the Health Practitioner 3 level encompass positions demonstrating at least a competent level of professional knowledge and skill, through to those that are able to independently undertake routine clinical practice. They participate in professional and/or multidisciplinary teams, operating at the level of basic tasks to routine clinical practice commensurate with level of experience. Duties undertaken independently at this level are generally of a routine nature, with more complex clinical decisions and problem solving made under the clinical practice supervision or professional guidance of a more experienced practitioner. As experience builds at higher increment levels, clinical decisions and problem solving are made by exercising increasingly independent clinical judgement.

Positions at HP3 Level require employees to hold at least a Tertiary Degree (or equivalent) qualification.

Technical Stream

Technical positions at Health Practitioner 3 demonstrate an advanced level of knowledge and skill in their given technical domain, and undertake either:

- Operational supervisory responsibilities including development of subordinate staff, performance management, co-ordination of workflow processes, quality of output of the work unit and implementing occupational health and safety guidelines, or
- proven technical expertise and competence with demonstrated proficiency to perform complex technical tasks with minimal clinical practice supervision, and are expected to be an active contributor to their multidisciplinary work unit or technical team.

Role Context

Knowledge, Skills and Expertise

Professional Stream

- Demonstrates recognised expertise and knowledge obtained through relevant tertiary education
- At lower HP3 increments, health practitioners are newly qualified clinicians who demonstrate a base level of professional knowledge, clinical skills, judgement and problem solving ability
- Building experience in contemporary clinical practice standards, up to the level of routine evidence based day to day clinical practice
- Demonstrates ability to participate in the multidisciplinary team and in quality or service improvement activities under the clinical practice and/or operational supervision of a more experienced practitioner

Technical Stream

- Demonstrates an advanced level of knowledge and skill in the given technical domain, with the ability to undertake complex tasks in the domain with minimal clinical practice supervision
 - Demonstrates expertise as a technical practitioner
 - Demonstrates ability to supervise or manage a technical work unit or team, providing guidance to less experienced unit or team members
-

Accountability (HP3)

Professional Stream

- Responsible for providing professional level clinical services to Queensland Health commensurate with level of clinical experience
- Required to work under discipline specific clinical practice supervision, with level of supervision decreasing and professional accountability increasing commensurate with level of clinical experience
- Responsible for providing clinical practice and operational supervision to work experience students or those involved in observational clinical placements, as well as direction to assistant and support staff
- Commensurate with level of experience in role, provide student education and clinical practice supervision for less experienced practitioners with the guidance of senior clinical staff
- Commensurate with level of experience in role, assist in the development of policies, procedures and clinical practice, and participate in quality and service improvement activities

Technical Stream

- Technical positions at level HP3 exhibit independent judgement and responsibility in undertaking work of all levels in the given technical domain without the need for direct regular clinical practice supervision including the following:
 - Coordination of workflow for given technical work unit or team
 - Supervision of a technical work unit or team, including limited management of staff and resources within prescribed limits
 - Providing advice on matters pertaining to complex technical matters for less senior staff members
 - Providing clinical education for students
-

HEALTH PRACTITIONER FOUR (HP 4)

Scope and Nature of Level

Professional Clinical Stream

Professional clinical positions at HP 4 may have a clinical, education or research focus, or may involve elements of all three.

Clinical positions at Health Practitioner 4 demonstrate high level knowledge, skills, experience and clinical leadership within the professional and/or multidisciplinary team, applied to single specialities or across two or more (multi-specialty) clinical areas or modalities. Duties undertaken are of a complex and varied nature with clinical decisions based on valid and reliable evidence. Ensures that Facility and/or District initiatives are integrated into clinical practice, organisational work unit guidelines and District policies. A majority of tasks and duties are performed with a high degree of independence.

Alternatively, they may be a sole practitioner, based in a hospital or health facility where there is no other clinician from that discipline, where:

- they are required to exercise independent professional decision making and judgement on a day to day basis without ready access to another practitioner / clinician from the same profession/ discipline for assistance or advice; and/or
- there is a requirement for professional advocacy, administrative or managerial responsibilities beyond routine practice.

Professional Management Stream

Management positions at Health Practitioner 4 demonstrate clinical expertise and understanding in conjunction with formal managerial responsibility, with the ability to perform duties with a high degree of independence and little to no direct clinical practice supervision. Positions at this level would have operational and resource management responsibility of small discipline teams with a role in the performance management of subordinate staff. The strategic focus will usually be service or facility based with single or limited multi-site responsibilities.

Technical Stream

Technical positions at HP4 may have a clinical, education or research focus, or involve elements of all three.

Technical positions at Health Practitioner 4 may demonstrate well developed knowledge, skills, experience and clinical leadership within their given discipline, or may provide leadership across two or more areas. The position will be a recognised point of reference at a District, Area Health Service or State-wide level, or within their given Service Area. Duties are performed in a specialist capacity, providing clinical expertise and utilising expert command of specialised techniques. The position also contributes to the development of technical competence in their jurisdictional area.

Technical positions at Health Practitioner 4 may exercise managerial responsibilities for a technical work site or multiple sites, which may include management across multiple technical disciplines. Positions at this level would have operational and resource management responsibility, with a leadership role in quality assessment. A requirement of the position is either a tertiary qualification or extensive operational experience.

Knowledge, Skills and Expertise

Professional Clinical Stream

- Demonstrates a high level of knowledge and clinical skills as recognised by clinical experience, professional development activities, post graduate education or formal qualifications
- Utilises high levels of knowledge and clinical skills in exercising independent professional judgement in problem solving and clinical management, handling an increasingly complex caseload beyond that of routine day to day clinical practice relevant to the professional discipline and with infrequent need for direct clinical practice supervision
- Applies clinical evidence that support continuous improvement of local service delivery
- Demonstrates a broad understanding of the continuum of care and the organisational provision of multidisciplinary health service

Professional Management Stream

- Demonstrates well-developed general clinical knowledge, skills and expertise as recognised by clinical experience, professional development activities, post graduate education or formal qualifications
- Demonstrates base level leadership and management skills in the operational management of a small work unit or health team, in activities such as basic workflow management and prioritisation of caseloads within a work area on a day to day basis
- Fills dual role of clinician and manager/administrator
- Demonstrates ability to provide advice regarding direction to a team operating within or across a District
- Demonstrates recognised professional management abilities obtained through professional development activities, post graduate education or formal qualification(s)

Technical Stream

- Demonstrates well-developed knowledge and skills in complex contemporary practice in given technical area or areas
 - Where focus is primarily managerial, demonstrates high level management of a technical team, especially in the areas of operational management and resource allocation operating, at either a single site or multiple sites
 - Demonstrates recognised expertise obtained through extensive professional development and operational experience or tertiary qualification(s), post graduate education or other formal qualification(s).
 - Applies high level evidence and judgement in informing and leading service quality and service improvement activities, shaping service delivery and making a contribution to the wider development of technical competence
 - Utilises knowledge and skills in contributing to research and/or development activities of the relevant discipline or service area
-

Accountability (HP4)

Professional Clinical Stream

- Exercises independent professional clinical judgement in providing clinical services of a complex nature where principles, procedures, techniques or methods require expansion, adaptation or modification, without the need for direct regular clinical practice supervision
- Provides clinical practice supervision to HP3 level assistants and clinical support staff, to ensure the maintenance of professional clinical standards
- Responsible for monitoring and reporting clinical work practices and outcomes within clinical service area and initiating, planning and evaluating local service improvement activities
- Assume the primary role of designated clinical educator, including responsibilities as clinical educator for pre-entry level clinical students or staff, and independently coordinates local clinical education programs
- Contribute to clinical research activities within work unit, or have a designated role as a researcher within a project team with demonstrated research outcomes
- Provides general clinical advice to professional and operational supervisors and relevant service managers regarding service delivery, equipment, technology and the prioritisation and development of clinical services

Professional Management Stream

- Responsible for the day to day management of a small discipline specific or multidisciplinary professional team. Responsibilities include assistance with performance management, training of subordinate staff, coordination of student clinical placements, assistance and input into strategic planning at a Department, District, or Service Area level and responsibility for the monitoring of professional standards and quality outcomes from subordinate staff and/or work unit
- Responsible for the appropriate management of allocated resources in defined areas, under operational supervision from senior staff
- No significant Departmental/ Work Unit Cost Centre responsibility is evident at this level

Technical Stream

- Responsible for providing expert, independent technical services of a complex nature
 - Responsible for providing expert technical advice within the specific area of expertise to relevant stakeholders regarding standards and service development
 - Operational management and resource allocation responsibilities for a technical work unit
 - Responsible for the day to day operational management of a technical work unit or work units, including responsibility for quality assessment, performance appraisal and other operational issues, across one or more sites
 - Accountable for the administration, direction and control of the asset management and financial management of one or more cost centres
 - Provide clinical and technical practice supervision to HP2 and HP3 level employees within area(s) of expertise, including performance management
 - Leads change through quality and service improvement activities and the development of better practice
-

HEALTH PRACTITIONER FIVE (HP 5)

Scope and Nature of Level

Professional Clinical Stream

Professional clinical positions at Level 5 may have a clinical, education or research focus, or may involve elements of all three.

Clinical positions at Health Practitioner 5 demonstrate a specialist level of knowledge, skills, experience and clinical leadership within the professional and/or multidisciplinary team, or alternatively demonstrate an advanced level of knowledge, skills, experience and clinical leadership across two or more (multi-specialty) clinical areas, recognised at a District, Area Health Service, or Service Area level. Duties are performed through the fully independent application of clinical expertise and use of established specialised techniques. The position also contributes to the development of professional competence in their given area.

Professional Management Stream

Management positions at Health Practitioner 5 demonstrate well-developed general clinical expertise and with a high level of formal managerial responsibility. Operating with responsibility for management of a medium sized discipline specific or multidisciplinary team, management will be operational or resource management focused, with a formal role in the performance appraisal and management of subordinate staff. The strategic focus will usually be Facility or Service based, with single or multi-site responsibilities.

Alternatively, the position may also be a sole practitioner, based in a hospital or facility where there is no other clinician from that profession, with formal management responsibilities across multiple sites or settings.

Technical Stream

Technical positions at Health Practitioner level 5 demonstrate expert technical knowledge and skills in their given discipline, with a high level of managerial responsibility across large and diverse multi-disciplinary technical teams across multiple sites. Management will be strategically-focused across the State, with accountabilities focused on leading service delivery in the given technical function. Responsibilities will also include integration of service delivery with professional healthcare stakeholder groups across the State.

Role Context (HP 5)

Knowledge, Skills and Expertise

Professional Clinical Stream

- Demonstrates specialist knowledge of and specialist level clinical skills in complex contemporary clinical practice standards, or alternatively demonstrates an advanced level of knowledge, skills and clinical leadership across two or more clinical areas as a general specialist
 - Demonstrates recognised expertise, knowledge and skills obtained through significant professional development activities, post graduate education or formal qualification(s)
 - Utilises evidence based practice to apply knowledge and skills that facilitate novel, complex, critical discipline specific or multidisciplinary clinical decisions, with minimal clinical practice supervision
 - Applies high level evidence and judgement in advising senior professional management on and leading service quality and service improvement activities, shaping service delivery and making a contribution to the development of professional competence
 - Utilises knowledge and skills in contributing to formal research and developing the knowledge base of the professional discipline or multidisciplinary service area
-

Professional Management Stream

- Demonstrates well developed general clinical knowledge, skills and expertise
 - Demonstrates high level management skills, especially in the areas of operational management and resource allocation
 - Demonstrates ability to supply strategic direction to a healthcare team operating within or across a District or Service Area
 - Demonstrates ability to manage a medium-sized professional team, including high level conflict management and interpersonal skills
 - Demonstrates recognised expertise obtained through significant professional development activities, post graduate education or formal qualification(s)
-

Technical Stream

- Demonstrates well-developed technical knowledge, skills and expertise in their specific technical area
- Demonstrates ability to supply strategic direction to a technical team operating over multiple sites across the State
- Demonstrates high level management skills across diverse multi-disciplinary technical fields
- Demonstrates high level management skills in the areas of strategic resource allocation
- Demonstrates ability to facilitate service integration with professional healthcare groups, including high-level skills in negotiation and stakeholder management
- Demonstrates recognised expertise obtained through tertiary qualification(s) or extensive operational experience

Accountability (HP5)

Professional Clinical Stream

- Accountable for providing independent high level specialist clinical services, or generalist clinical services of a complex and critical nature with significant scope, with only periodic or occasional direct clinical practice supervision
- Provides clinical practice and operational supervision to HP3 and HP4 level clinicians within area(s) of expertise, including a role in performance management
- Leads change through service-wide quality and service improvement activities and the development of better practice
- Provides high level specialist clinical advice within specific expertise to professional and operational supervisors, relevant service managers and other relevant stakeholders regarding professional standards and clinical service development
- In primarily educator roles, assumes the roles of both full time staff or student educator, and supporting resource/coordinator of other educator staff across facilities, Districts or Service Areas. Also participates in the development of education and training initiatives within a discipline or service area.
- In primarily research roles, will be responsible for clinical research projects within a facility of significant scope and clinical importance to Qld Health, with outcomes influencing clinical processes and standards of clinical practice

Professional Management Stream

- Responsible for operational management and resource allocation for a medium-sized team
- Responsible for the day to day management of a medium-sized team, including responsibility for performance appraisal and other general people management issues
- Strategic planning responsibilities at a District level across one or more sites
- Accountability for the administration, direction and control of the asset management and financial management of one or more cost centres

Technical Stream

- Provide authoritative counsel to relevant stakeholders on matters falling within their area of technical knowledge, expertise and responsibility
 - Responsible for the strategic management of large and diverse technical teams at multiple sites across the State
 - Responsible for leadership in relation to coordination and integration of overall service delivery of a given technical function
 - Accountability for the administration, direction and control of the asset management and financial management of one or more cost centres
-

HEALTH PRACTITIONER SIX (HP 6)

Scope and Nature of Level

Professional Clinical Stream

Professional clinical positions at Level 6 may have a clinical, education or research focus, or may involve elements of all three.

Clinical positions at Health Practitioner 6 are recognised State-wide as holding an expert level of knowledge, skills, experience and clinical leadership within the professional and/or multidisciplinary team. Duties are performed in a consultant capacity, providing clinical expertise and utilising expert command of specialised techniques. The position will, contribute to the development of professional competence in their given area on a State-wide basis.

Professional Management Stream

Management positions at Health Practitioner 6 demonstrate well-developed clinical expertise in their given area, with a high level of managerial responsibility across a large professional team or a diverse multi-disciplinary team within a large facility or speciality health service. Management will be operational or resource management focused, with accountabilities for performance appraisal and management of subordinate staff. The professional focus will often be District-wide and may involve alignment across multiple specialties or settings.

Role Context

Knowledge, Skills and Expertise

Professional Clinical Stream

- Demonstrates expert level of knowledge, clinical skills, problem solving skills and experience of complex contemporary clinical practice standards, and is recognised for this expertise as a resource for State-wide clinical advice and consultation
- Demonstrates recognised expertise, knowledge and skills obtained through formal qualification(s), post graduate education or significant professional development activities
- Demonstrates active leadership in the development of high level service improvement initiatives and professional competence in the given clinical area on a State-wide basis
- Demonstrates a contribution to research and knowledge in given discipline through publication in peer reviewed journals

Professional Management Stream

- Demonstrates well-developed clinical knowledge, skills and expertise in their specific area or across a variety of areas
- Demonstrates high level management skills across a large professional team which may have a multi-disciplinary makeup
- Demonstrates ability to supply strategic direction to a team operating within a large facility or District over multiple sites/settings or multiple specialty areas/divisions
- Demonstrates ability to advocate for health service, facility or Area generally on matters of high importance, utilising high level negotiation and conflict management skills

Professional Management Stream (Continued) (HP6)

- Demonstrates a degree of managerial leadership in the development of professional standards on a State-Wide basis, as demonstrated through work broadly within the profession
 - Demonstrates recognised expertise obtained through formal qualification(s), post graduate education or significant professional development activities
 - Contribute to research in discipline, as demonstrated through publication in peer reviewed journals or significant equivalent publications
-

Accountability

Professional Clinical Stream

- Provides authoritative counsel in matters relating to clinical area of expertise, to stakeholders both within and outside the discipline
- Exhibits leadership and advocacy in the development of professional competence in the given clinical area on a state-wide basis
- Demonstrates active leadership in the professional clinical practice supervision and education of staff and students within their area of specialty or general expertise and provides expert training and guidance to advanced level clinicians looking to build specialist capability in their given clinical area
- Responsible for solving large-scale complex clinical service or work-flow problems through recognised expertise, high level interpretation of existing health service systems, professional standards and other pertinent external considerations
- In primary educator roles, assume Area or State-wide responsibilities for staff or student education, maintain formal links to tertiary institutions and lead the development of education and training initiatives within a discipline or service area
- In primarily research roles, responsible for clinical research projects across facilities and/or Districts of significant scope and clinical importance to the health service and Queensland Health, with outcomes influencing clinical processes and standards of clinical practice
 - Note 1: research positions at this level would require one or more of the following mandatory qualifications:
 - relevant postgraduate research qualification (ie. Research Masters or PhD)
 - equivalent significant publishing history
 - history of success in obtaining competitive research grants.
 - Note 2: responsibilities for research positions at this level may include management of a research-specific cost centre

Professional Management Stream

- Provide authoritative counsel to relevant stakeholders on matters falling within their area of professional knowledge, expertise and responsibility
 - Responsible for all aspects of operational management of a team within a large health facility or Service Area including responsibility for facilitating staff development, performance appraisal and other general people management issues
 - Strategic planning responsibilities at a District level across multiple health services or sites
 - Accountable for the administration, direction and control of the asset management and financial management of one or more cost centres
-

HEALTH PRACTITIONER SEVEN (HP 7)

Scope and Nature of Level

Professional Clinical Stream

Clinical positions at Health Practitioner 7 demonstrate an expert level of knowledge, skills and experience, provide strategic clinical leadership within the professional and/or multidisciplinary team that would be recognised either State-wide or Nationally. Duties are performed in a strategic consulting capacity, providing clinical expertise and utilising expert command of specialised techniques. The position is integral to the development of professional competence in their given area on a State-wide basis.

Professional Management Stream

Management positions at Health Practitioner 7 demonstrate a high level of clinical expertise in their given area, with managerial responsibility across large professional or multidisciplinary teams and/or including strategic level State-wide advocacy of a professional discipline or group of disciplines of importance to Qld Health. Operating with responsibility for management of a major complex service at a tertiary referral hospital or multiple hospitals/facilities across a District/Area or State, operational management responsibilities will include full accountabilities for performance appraisal and management of subordinate staff. The strategic focus of the role will be significant, and involve District/ Area or State-wide focus and involve alignment across multiple sites and multiple services. The position is expected to be capable of utilising a high level of expertise in agency policies and standards toward problem solving and, in doing so, challenge existing protocols and contribute to new policy as appropriate.

Role Context

Knowledge, Skills and Expertise

Professional Clinical Stream

Demonstrates ability to apply an expert level of clinical knowledge, skills and expertise in their given area in a strategic state-wide capacity, over multiple sites and disciplines. Above is evidenced by attainment of post graduate qualification(s), contribution to research in given discipline through publication in peer reviewed journals or equivalent professional development. Demonstrates ability to apply high level expertise in agency policies and standards toward complex problem solving and the creation of novel solutions. Demonstrates ability to challenge existing agency protocols and contribute to new policy. Demonstrates ability to advocate for professional discipline on State matters of high importance in given area, utilising high level negotiation and conflict management. Demonstrates high level leadership in the development of professional standards in the given clinical area on a state-wide basis, as demonstrated through leading position within the professional discipline

Professional Management Stream · (HP7)

Demonstrates strategic level management skills across large, diverse and/or complex professional teams or disciplines, which may have State-wide operation, of significant importance to Qld Health. Demonstrates ability to supply strategic direction to a large professional team operating at a tertiary referral hospital; or over multiple sites and services; or within a State-wide area. Demonstrates ability to apply high level expertise in agency policies and standards toward complex problem solving and the creation of novel solutions. Demonstrates ability to challenge existing agency protocols and contribute to new policy. Demonstrates ability to advocate for professional discipline on State matters of high importance in given area, utilising high level negotiation and conflict management. Demonstrates high level leadership in the development of professional standards in the given clinical area on a state-wide basis, as demonstrated through leading position within the professional discipline.

▪ **Accountability**

Professional Clinical Stream

- Provides authoritative state-wide counsel in matters relating to clinical area of expertise, to stakeholders both within and outside the discipline, the greater Queensland Health and the Health Sector
- Exhibits strategic leadership and direction in the development of professional competence in the given clinical area on a state-wide basis
- Demonstrates active leadership across Queensland in the professional development of staff and students within their area of specialty, and provides expert training and guidance to advanced level clinicians looking to build specialist capability in their given clinical area
- Responsible for solving large-scale complex clinical service or work-flow problems through recognised expertise, high level interpretation of existing health service systems, professional standards and other pertinent external considerations
- In primarily educator_roles, assume State-wide responsibilities for staff or student education, with formal links to tertiary institutions and lead the development of education and training initiatives within the greater Queensland Health
- In primarily research roles, responsible for clinical research projects of critical clinical importance across Queensland Health, with outcomes influencing clinical processes and standards of clinical practice
 - Note 1: research positions at this level would require one or more of the following mandatory qualifications:
 - relevant postgraduate research qualification (ie. Research Masters or PhD)
 - equivalent significant publishing history
 - history of success in obtaining competitive research grants.
 - Note 2: responsibilities for research positions at this level may include management of a research-specific cost centre
- **Professional Management Stream**
 - Accountable for all initiatives undertaken, including its flow on implications
 - Accountable for all professional counsel provided to interested stakeholders
 - Responsible for all aspects of operational management of their given jurisdiction, including responsibility for facilitating staff development, performance appraisal and other general people management issues
 - Strategic planning responsibilities across multiple sites and services at a District/ Area or State level
 - Accountable for the administration, direction and control of the asset management and financial management of one or more cost centres

HEALTH PRACTITIONER EIGHT (HP 8)

Scope and Nature of Level

Management positions at Health Practitioner 8 demonstrate an expert level of clinical expertise in their given area and provide authoritative advice on relevant professional standards.

Positions at this level will perform a range of high level responsibilities which may include:

- creating a strategic framework and directing the development of professional competence within a discipline area and relevant multi-disciplinary services on a State-wide basis;
- establishing frameworks for the advancement and integration of disciplines to support the delivery of quality State-wide health services within relevant agency-based, governmental and national directions; or
- strategically managing a large professional discipline or multi-disciplinary workforce providing health services State-wide.

Actively contributes to overall corporate strategy, and accountable for creating health service initiatives to achieve corporate level health outcomes and in doing so challenges existing protocols and initiates and leads policy changes. The position is a key driver facilitating high quality State-wide standards of performance, safety, patient care and inter-service coordination in its given discipline or multi-disciplinary workforce area.

The Director-General will determine the salary level for appointment to the HP8 classification level having regard for the context of the position and the responsibilities required.

Role Context

Knowledge, Skills and Expertise

- Demonstrates an expert level of clinical knowledge, skills and expertise in their given discipline or multi-disciplinary workforce area.
 - Demonstrates strategic level management skills across the operation of a large professional discipline or multidisciplinary workforce, including strategic alignment of direction with relevant agency, governmental and national health policies
 - Demonstrates ability to apply high level-expertise to develop agency policies and standards to enhance clinical practice and achieve better health outcomes
 - Demonstrates ability to actively initiate and lead the development of corporate strategy, advocating authoritatively on a state-wide, national or international basis
 - Demonstrates strategic leadership in the state-wide future development of the professional discipline/s, provisioning formal plans to ensure ongoing high quality standards of performance, safety, patient care and inter-service coordination
 - Demonstrates attainment of a relevant post-graduate qualification or equivalent professional development and experience
 - Demonstrates professional leadership through harnessing knowledge to contribute to the development of discipline or multi-disciplinary service areas, including incorporation of evidence based initiatives into clinical practice.
 - Contribute to research in given discipline through provision of a body of knowledge demonstrated by a record of achievement in publication in peer reviewed journals.
-

Accountability (HP8)

- Fully accountable for development and implementations of initiatives toward achieving corporate goals, including their flow on implications
 - Fully accountable for input into corporate policy, and all other professional counsel provided to interested stakeholders
 - Responsible for all aspects of management of their given jurisdiction, including responsibility for operational matters (such as facilitating staff development and performance appraisal) and leadership in people management
 - Accountable for the administration, direction and control of the asset management and financial management of one or more cost centres
 - Is a representative on an executive management team
-

SCHEDULE 5 - PHASE 2: WORK LEVEL EVALUATION PROJECT PROCESS

1. Intent

- 1.1 The implementation of the Health Practitioner Classification Structure involves a detailed translation process where eligible previous District Senior Officers, professional officers and technical officers are initially translated to the Health Practitioner Structure based on their previous classification and Paypoint.
- 1.2 The Work Level Evaluation Phase focuses on providing a process to examine the initial Phase 1 translation by evaluating the work performed by and responsibilities of Health Practitioners against the Work Level Statements in accordance with the guiding principles in section 4 of this Schedule.

2. Timeframe

- 2.1 The Work Level Evaluation Project is proposed to commence after the Agreement certification date in 2007 and is proposed to be completed by 30 September 2008.

3. Scope

- 3.1 The provisions of this Schedule relate solely to the application of the Work Level Evaluation Project and unless specifically provided in this Agreement, do not apply to the evaluation of Health Practitioner positions outside of the Phase 2 process.

4. Guiding Principles

- 4.1 All employees are entitled to have the current work of their positions evaluated against the Work Level Statements.
- 4.2 The Work Level Evaluation process also enables an evaluation and application of the Work Level Statements in support of work unit work redesign to meet work unit requirements and directions.
- 4.3 Reclassifications under Phase 2 will be on the basis of objective evaluations against Work Level Statements and are not to be limited by available funding.
- 4.4 The reclassification process will be applied consistently to ensure equitable outcomes for all Districts and Health Practitioner disciplines or groups.
- 4.5 Work level evaluation documentation will be submitted to Districts for noting and forwarded within agreed time frames to Work Level Evaluation Team.
- 4.6 Locally appointed project teams will assist with the completion of the work level evaluation documentation. Assistance can also be sought from local Union representatives to complete the documentation.
- 4.7 The HPIBB Group will ensure that relevant professional or discipline input will be provided in the centralised work evaluation processes.
- 4.8 The HPIBB Group will determine an agreed timetable of common milestones for the collection, analysis and the release of the approved work level evaluations.
- 4.9 The Director-General may initiate, request or direct priority action for the evaluation of any position, positions or group of disciplines based positions under the Work Level Evaluation Project to meet pressing service delivery requirements of Queensland Health or other determined business needs.
- 4.10 Unless otherwise recommended by the HPIBB Group and approved by the Director-General or authorised delegate, Districts can advertise and appoint people to vacant Health Practitioner positions during the Work Level Evaluation Project.

5. Methodology

- 5.1 The Work Level Statements reflect the degree of complexity and responsibility of duties, skills and knowledge proceeding from the lowest to highest Health Practitioner Classification levels. The Work Level Statements provide an indication of the Health Practitioner classification level appropriate to any packaging of duties.
- 5.2 During the life of this Agreement, the Work Level Statements will be applied in evaluating all aspects of the role or position having regard for responsibilities, the level of complexity, degree of multi-speciality and/or advanced level of knowledge, skills, experience and leadership in the discipline or profession.

PROCESS

6. Administration

- 6.1 The Work Level Evaluation Project will be administered by the Human Resources Branch, Corporate Office.
- 6.2 The Human Resources Branch will recommend a sequence of the work level evaluations at district and/or discipline levels, with key timeframes and processes, for endorsement by the HPIBB Group in accordance with section 4.8 of this Schedule.
- 6.3 The Queensland Health Shared Services Provider (**QHSSP**) will coordinate the work level evaluations.
- 6.4 The QHSSP will establish a Work Level Evaluation Team. Members of the Work Level Evaluation Team will be suitably trained and will include Health Practitioners.
- 6.5 The Work Level Evaluation Team will form a number of Work Level Evaluation Panels to consider applications for Work Level Evaluation of positions. The Work Level Evaluation Panel will include suitably trained representatives, including from the discipline or profession for the position being evaluated, whether as members of the Work Level Evaluation Team or as co-opted members. The composition and number of the Work Level Evaluation Panels will be approved by the HPIBB Group.
- 6.6 The members of the Work Level Evaluation Panels will be trained on the principles underlying the Work Level Statements that will form the methodology of any evaluation. The Career Structure Sub-Group will develop a Work Level Evaluation tool to assist the Work Level Evaluation Panels to ensure consistency of outcome. The tool will be approved by the HPIBB Group.

7. Development of Work Unit Proposals

- 7.1 Work Unit Proposals must be developed in consultation with employees and will:
 - (a) identify positions that require Work Level Evaluation by the Work Level Evaluation Project Team against the Work Level Statements; and
 - (b) develop Health Practitioner work unit structures that will enable current and future service delivery needs.
- 7.2 Health Practitioner work unit managers will consult with Health Practitioner Employees regarding the Work Unit Proposal, particularly (but not restricted to) in relation to the development of up to date position descriptions for the employees' current positions. Employees may seek Union assistance in the development of the Work Unit Proposals.
- 7.3 After consultation with affected employees, Work Unit Managers will submit a Work Unit Proposal to District Manager (or delegate).
- 7.4 The Work Unit Proposal will include:
 - (a) revised Health Practitioner position descriptions for current positions;
 - (b) new position descriptions for proposed new Health Practitioner positions;
 - (c) identification of:
 - (i) current positions that require a Work Level Evaluation;

- (ii) current positions that are classified at the correct Health Practitioner classification level having regard to the Work Level Statements;
 - (iii) the proposed Health Practitioner classification level of proposed new positions;
 - (iv) any changes to the organisational structure for the work unit as a consequence of the proposed Health Practitioner classification levels;
- (d) a short business statement supporting any changes in the proposed organisational structure and roles, and service delivery requirements for the work unit; and
- (e) a statement outlining the consultation process undertaken by the work unit manager.

8. Employee initiated applications for Work Level Evaluations

8.1 If an employee disagrees with the way the Work Unit Proposal addresses their position, including but not limited to:

- (a) their position description; and/or
- (b) whether their position is identified as a position that requires a Work Level Evaluation,

the employee and Work Unit Manager will attempt resolution at the local level with the assistance of the Director of Allied Health (or equivalent) and/or the local HR Department.

8.2 If resolution at the local level is not successful, the employee may submit a request for a Work Level Evaluation to the Work Level Evaluation Team. Work unit managers or District Managers cannot prevent an individual employee requesting a Work Level Evaluation of their position.

8.3 An employee initiated application for a Work Level Evaluation must include a self evaluation outlining the employee's actual duties and responsibilities along with the position description developed during the Work Unit Proposal process.

9. Work Level Evaluation

9.1 The Work Level Evaluation Panel will consider the Work Unit Proposals and determine the correct classification levels of those positions identified as requiring Work Level Evaluation.

9.2 The Work Level Evaluation Team will then review the recommendations of the Work Level Evaluation Panels to monitor relativities and ensure consistency across disciplines and professions, Departments/Units and Districts.

9.3 Summaries of the outcomes of the Work Level Evaluation process will be systematically reported to the HPIBB Group in sufficient detail to enable it to analyse and oversee the process. If the HPIBB Group is concerned regarding the outcomes of the Work Level Evaluation process, it can:

- (a) seek further information or explanation from the Work Level Evaluation Panels;
- (b) request that the Work Level Evaluation Team reconsider its methodology to ensure that it complies with the guiding principles of Phase 2.

10. Implementation of recommended classification levels

10.1 The District Manager/Director Statewide Services will implement the classification levels recommended by the Work Level Evaluation Team.

10.2 Funding for the Work Level Evaluation Project will occur through a process defined by the Corporate Finance Branch.

11. Appointment to reclassified positions

- 11.1 Reclassified positions are those positions where as a result of the Work Evaluation Project the Work Level Evaluation Panel has recommended that the classification level of a current position be changed and where the incumbent continues to perform the same work as before the reclassification.
- 11.2 Permanent employees at levels HP1 to HP6 may be directly appointed (without advertisement) to reclassified positions up to level HP7 in the following circumstances:
- (a) the employee's reclassified position level is no more than one classification level higher than their previous position classification level; or
 - (b) the employee's reclassified position is more than one classification level higher than their previous position classification level and one of the following circumstances apply:
 - (i) the position reclassification will enable or support the benchmarking of existing positions in the same discipline group at the same classification level;
 - (ii) the Director-General is satisfied that the position reclassification will address a long-term structural or work level anomaly or inequity; or
 - (iii) the Director-General determined that the position reclassification and related direct appointment are pivotal to retaining or developing distinctive organisational capabilities to meet service delivery priorities.
- 11.3 Permanent employees in positions reclassified as level HP8 will be appointed in accordance with Clause 20.5 of this Agreement.
- 11.4 Temporary employees working in reclassified positions will continue as temporary employees in accordance with the terms of their employment contract, except that the classification level of their position will change in accordance with the reclassification provided that the reclassified level is within the circumstances contemplated by section 11.2 of this Schedule.
- 11.5 For the purpose of certainty, permanent appointments during the Work Level Evaluation Project will be in accordance with section 11.2 of this Schedule where the position:
- (a) has not yet been reclassified;
 - (b) is in the process of having a work level evaluation conducted; and
 - (c) is subsequently reclassified.

12. Appointment to new positions

- 12.1 New positions are positions that are created in a work unit, District or Service as a result of work redesign or additional allocation.
- 12.2 Where a new position is created as a result of an additional allocation arising from the Work Level Evaluation Project, appointment to the position will be in accordance with merit processes.
- 12.3 Where a new position is created as a result of work redesign arising from the Work Level Evaluation Project, and there is potential for displacement of staff, the District or Service Manager may determine that appointment to the position be through a limited application process.

SCHEDULE 6 – PHASE 3: ONGOING WORK LEVEL EVALUATION PROCESS

1. Ongoing work level evaluation process

1.1 Phase 3 Ongoing Work Level Evaluations will apply where:

- (a) a new position is created; or
- (b) if following the completion of the Phase 2 Work Level Evaluation Project, there is a substantial change in the role and the work value of an existing position which warrants a work level evaluation.

1.2 Applications for Phase 3 Ongoing Work Level Evaluations may be made by an employee or work unit manager.

1.3 Applications for Phase 3 Ongoing Work Level Evaluations must be made to the Work Level Evaluation Panel, or as otherwise advised, and must include the following details:

- (a) the relationship of the position within the organisational structure;
- (b) the position description, or proposed position description, with details of additional duties and responsibilities if applicable; and
- (c) the benefits of the position to service delivery.

1.4 Before the Application for a Phase 3 Ongoing Work Level Evaluation is sent to the Work Level Evaluation Panel, the work unit manager (if applicable) and the District Manager/Director Statewide Services must indicate in writing whether they endorse the Application. However, the work unit manager, District Manager or Director Statewide Services cannot prevent the Application being sent to the Work Level Evaluation Panel.

2. Evaluation of Applications

2.1 The Work Level Evaluation Project Panel will consider the Application, conduct a Work Level Evaluation and make a recommendation of the appropriate classification level for that position.

2.2 The Work Level Evaluation Panel will report the recommended classification level for Health Practitioner positions to the individual employee, work unit manager and the District Manager/Director Statewide Services.

3. Implementation of recommended classification level

3.1 The District Manager/Director Statewide Services will review local organisation structures and consider the implementation of the classification level recommended by the Work Level Evaluation Panel.

4. Appeals

4.1 Employees can access the Work Level Evaluation Appeals Process set out in Clause 19 of this Agreement during Phase 3.

SCHEDULE 7 – WAGES

Level	Wage rates payable from 1 September 2007 (\$)		Wage rates payable from 1 March 2008 (\$)		Wage rates payable from 1 September 2008 (\$)		Wage rates payable from 1 September 2009 (\$)	
	Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
HP1.1	1,370.60	35,757	1,423.10	37,127	1,483.10	38,692	1,543.10	40,257
HP1.2	1,414.90	36,914	1,467.40	38,284	1,527.40	39,849	1,588.50	41,443
HP1.3	1,459.30	38,071	1,511.80	39,441	1,572.20	41,018	1,635.10	42,659
HP1.4	1,503.60	39,228	1,556.10	40,597	1,618.30	42,221	1,683.10	43,910
HP1.5	1,545.90	40,330	1,600.00	41,742	1,664.00	43,411	1,730.50	45,148
HP1.6	1,588.10	41,432	1,643.70	42,883	1,709.40	44,598	1,777.80	46,382
HP1.7	1,630.60	42,541	1,687.70	44,030	1,755.20	45,791	1,825.40	47,623
HP2.1	1,678.80	43,798	1,737.50	45,331	1,807.00	47,144	1,879.30	49,030
HP2.2	1,785.60	46,586	1,848.10	48,217	1,922.10	50,145	1,998.90	52,151
HP2.3	1,870.30	48,794	1,935.70	50,502	2,013.20	52,522	2,093.70	54,623
HP2.4	1,956.30	51,039	2,024.80	52,825	2,105.80	54,938	2,190.00	57,136
HP2.5	2,073.90	54,107	2,146.50	56,001	2,232.40	58,241	2,321.70	60,570
HP2.6	2,209.20	57,637	2,286.50	59,654	2,378.00	62,040	2,473.10	64,522
HP2.7	2,263.80	59,062	2,343.10	61,129	2,436.80	63,574	2,534.30	66,117
HP2.8	2,332.40	60,850	2,414.00	62,980	2,510.60	65,499	2,611.00	68,119
HP3.0	1,785.60		1,848.10		1,922.00		1,998.90	

Level	Wage rates payable from 1 September 2007 (\$)		Wage rates payable from 1 March 2008 (\$)		Wage rates payable from 1 September 2008 (\$)		Wage rates payable from 1 September 2009 (\$)	
	Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
		46,586		48,216		50,145		52,151
HP3.1	1,956.30	51,039	2,024.80	52,825	2,105.80	54,938	2,190.00	57,136
HP3.2	2,073.90	54,107	2,146.50	56,001	2,232.40	58,241	2,321.70	60,570
HP3.3	2,209.20	57,637	2,286.50	59,654	2,378.00	62,040	2,473.10	64,522
HP3.4	2,294.80	59,870	2,375.10	61,965	2,470.10	64,444	2,568.90	67,022
HP3.5	2,397.70	62,555	2,481.60	64,744	2,580.90	67,334	2,684.20	70,028
HP3.6	2,500.20	65,228	2,587.70	67,511	2,691.20	70,211	2,798.80	73,020
HP3.7	2,624.60	68,473	2,716.40	70,870	2,825.10	73,704	2,938.10	76,653
HP3.8	2,706.50	70,610	2,801.20	73,082	2,913.30	76,005	3,029.80	79,045
HP4.1	2,895.10	75,532	2,996.50	78,176	3,116.30	81,303	3,241.00	84,555
HP4.2	2,955.40	77,103	3,058.80	79,802	3,181.10	82,994	3,308.40	86,314
HP4.3	3,032.60	79,118	3,138.70	81,887	3,264.30	85,163	3,394.90	88,569
HP4.4	3,115.10	81,272	3,224.20	84,117	3,353.10	87,481	3,487.30	90,980
HP5.1	3,275.00	85,443	3,389.70	88,434	3,525.20	91,971	3,666.30	95,650
HP5.2	3,417.20	89,151	3,536.80	92,272	3,678.20	95,962	3,825.40	99,801
HP6.1	3,648.90	95,197	3,776.60	98,529	3,927.70	102,470	4,084.80	106,569
HP6.2	3,777.10		3,909.30		4,065.70		4,228.30	

Level	Wage rates payable from 1 September 2007 (\$)		Wage rates payable from 1 March 2008 (\$)		Wage rates payable from 1 September 2008 (\$)		Wage rates payable from 1 September 2009 (\$)	
	Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
		98,542		101,991		106,070		110,313
HP7.1	4,156.40	108,437	4,301.80	112,232	4,473.90	116,721	4,652.90	121,390
HP7.2	4,454.30	116,210	4,610.20	120,277	4,794.60	125,088	4,986.40	130,092
HP8.1	4,615.80	120,424	4,777.40	124,639	4,968.50	129,624	5,167.20	134,809
HP8.2	4,809.80	125,485	4,978.20	129,877	5,177.30	135,072	5,384.40	140,475
HP8.3	5,028.40	131,188	5,204.40	135,779	5,412.60	141,210	5,629.10	146,859
HP8.4	5,418.50	141,364	5,608.10	146,311	5,832.40	152,164	6,065.70	158,250
HP8.5	5,645.60	147,290	5,843.20	152,445	6,076.90	158,543	6,320.00	164,885

SCHEDULE 9 – PRESERVED INDUSTRIAL RELATIONS POLICIES (IRMS)

IRM Number	Matter
IRM 1.1	Permanent Employment
IRM 1.1-1	Appointments – Permanent &/or Temporary – Commonwealth and/or State funded programs
IRM 1.2	Temporary Employment / Fixed Term Appointments
IRM 1.4	Casual Employment
IRM 1.4-1	Loading for Casual Employees
IRM 2.2-12	Accommodation Assistance – Rural and Remote Incentive
IRM 2.5-4	Compulsory Christmas / New Year Closure
IRM 2.6-7	Radiation Safety Act 1999 – Application and Licence Fees – "Use" Licences
N/A	Workplace Bullying & Harassment
IRM 3.3-2	Access to Employees Record
IRM 3.5	Grievance Resolution and EB Grievance Settling and Industrial Disputes
IRM 3.6-3	Union Encouragement Guidelines
IRM 4.5	Higher Duties – District Health Services Employees Award and Public Service Award
IRM 4.8-1	Job Evaluation – Positions covered by the Classification and Remuneration System
IRM 11.1-2	Leave General – Wage Rate Payable for Leave and Termination Payment immediately following periods of higher duties
IRM 11.4-1	Leave – Long Service Leave – Entitlement, Conditions, Pay in Lieu, Cash Equivalent, Casuals, Home Helps, Part-Time and Termination Pay
IRM 11.5-4	Industrial Relations Education Leave
IRM 11.5-17	Special Leave Without Salary to Undertake Work with Relevant Union
IRM 11.7-2	Parental Leave – including spousal, maternity and adoption leave

SIGNING PAGE

Signed for and on behalf of the **Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees** in the presence of

Signature ←

Name (print)

Date

Signature of witness ←

Name of witness (print)

Date

Signed for and on behalf of the **Queensland Public Sector Union of Employees** in the presence of

Signature ←

Name (print)

Date

Signature of witness ←

Name of witness (print)

Date

Signed for and on behalf of the **Queensland Department of Health** in the presence of

Signature ←

Name (print)

Date

Signature of witness ←

Name of witness (print)

Date