

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Queensland Health

AND

**The Australian Worker’s Union of Employees, Queensland;
Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees;
Transport Workers’ Union of Australia, Union of Employees, Queensland Branch; and
Queensland Public Sector Union of Employees
(No. CA _ of 2006)**

OPERATIONAL STREAM EMPLOYEES (QUEENSLAND HEALTH) CERTIFIED
AGREEMENT 2006

APPLICATION FOR CERTIFICATION OF AGREEMENT

This Agreement, made under the *Industrial Relations Act 1999* on 20 December 2006 between Queensland Health; The Australian Worker’s Union of Employees, Queensland; Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees; Queensland Public Sector Union of Employees; Transport Workers’ Union of Australia, Union of Employees, Queensland Branch, witnesses that the parties mutually agree as follows:

PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1.1 Agreement Title

This Agreement is entitled the *Operational Stream Employees (Queensland Health) Certified Agreement 2006*.

1.2 Arrangement of Agreement

PART 1 APPLICATION AND OPERATION OF AGREEMENT

Agreement Title	1.1
Arrangement of Agreement	1.2
Date and Period of Operation.....	1.3
Relationship with Other Awards and Certified Agreements	1.4
Prevention and Settlement of Disputes Relating to the Interpretation, Application or Operation of this Agreement.....	1.5
Parties to Agreement and Persons Bound.....	1.6
Application of Agreement.....	1.7
Purpose of Agreement.....	1.8

PART 2 EMPLOYMENT CONDITIONS AND RELATED MATTERS

Recruitment and Retention	2.1
Casual and Temporary Employees	2.2
Workplace Health and Safety Review.....	2.3
Increases in Allowances	2.4

Permanent Employment of Long Term Temporary and Casual Employees to Tenured Status	2.5
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PART 3 TRAINING AND DEVELOPMENT

Access to Professional and Career Development	3.1
Targeted Training	3.2
Study and Research Assistance Scheme	3.3

PART 4 CLASSIFICATION REVIEWS & RELATED PROJECTS

Position Reviews	4.1
Review of Employment Categories	4.2

PART 5 WORKLOAD MANAGEMENT

Workloads Project	5.1
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PART 6 LEAVE RESERVED MATTERS

Leave Reserved Matters	6.1
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SCHEDULES

Schedule 1 – Queensland Health Policy Documents

1.3. Date and Period of Operation

This Agreement shall operate from 9 February 2007 and shall have a nominal expiry date of 31 August 2008.

1.4. Relationship with Other Awards and Certified Agreements

This Agreement applies to all operational stream employees employed by Queensland Health who are employed under the *District Health Services Employees' Award – State 2003* and the *Public Service Award – State 2003*.

This Agreement is to be read in conjunction with the *District Health Services Employees' Award – State 2003* or the *Public Service Award – State 2003* (the Award) and the *Queensland Public Health Sector Certified Agreement (No.6) 2005* (the Parent Agreement).

Where there is an inconsistency between the provisions of this Agreement and the provisions of the Award or Parent Agreement this Agreement will prevail to the extent of any inconsistency.

1.5 Prevention and Settlement of Disputes Relating to the Interpretation, Application or Operation of this Agreement

The parties will use their best endeavours to co-operate in order to avoid grievances arising between the parties or between an employer and individual employees. The emphasis will be on negotiating a settlement at the earliest possible stage in the process. Two or more current

grievances made by the same employee about related matters, or a grievance from more than one employee about related matters, may be dealt with as one grievance.

In the event of any disagreement between the parties as to the interpretation, application or implementation of this Agreement, the following procedures shall be followed:

- (i) A grievance is identified at the local level by an accredited union representative, the employee/s concerned or a management representative and an initial discussion should take place at this level. This stage shall take no longer than 7 days.
- (ii) If the parties at the local level cannot resolve the matter, it should be referred to either the relevant union official for the enterprise in the case of employees or to the District
- (iii) management (or equivalent) in the case of management, for resolution. This stage shall take no longer than 14 days.
- (iv) If the matter cannot be resolved, then either party shall refer the matter to the State Bargaining Unit (SBU). Where the SBU forms a unanimous view on the resolution of the grievance, this is the position that must be accepted and implemented by the parties and shall be given effect by the Chief Executive Officer.
- (v) Where a bona fide safety issue is involved the Health Service District (or equivalent) shall ensure that:
 - the status quo prior to the existence of the grievance or dispute is to continue while the procedure is being followed; and/or
 - the employee shall not work in an unsafe environment. Where appropriate the employee shall accept reassignment to alternative suitable work/work environment in the meantime;
 - the employer/management in conjunction with the Occupational Health and Safety Committee will promptly ensure that the problem/s is/are resolved having regard to occupational health and safety standards.
- (vi) Provided that maintenance of the status quo shall not apply in an unsafe environment.
- (vii) If the matter identified in subclause (iii) remains unresolved then either party may refer the matter to the Queensland Industrial Relations Commission (QIRC).

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

For the purposes of this Clause of the Agreement status quo shall mean:

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

1.6 Parties to Agreement and Persons Bound

The parties to this Agreement are:

- the Australian Worker's Union of Employees, Queensland (AWU);

- Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees (LHMU);
- the Queensland Public Sector Union of Employees (QPSU);
- Transport Workers' Union of Australia, Union of Employees, Queensland Branch (TWU); and
- the Queensland Department of Health on behalf of the State of Queensland (Queensland Health).

This Agreement is binding upon the parties, their officers and employees, and upon persons who are members of the LHMU, QPSU, AWU, TWU and employed by Queensland Health.

1.7 Application of Agreement

This Agreement shall apply to operational stream employees employed by Queensland Department of Health.

1.8 Purpose of Agreement

The parties agree that the provisions of this Agreement are full and final settlement of the leave reserved matters identified in Part 12 of the Parent Agreement in relation to operational stream employees employed by Queensland Health.

The parties agree during the life of this Agreement that the Public Hospitals Oversight Committee (PHOC) is the preferred group to deal with specific provisions outlined in this Agreement.

PART 2 – EMPLOYMENT CONDITIONS AND RELATED MATTERS

2.1 Recruitment and Retention Issues

A project to standardise the recruitment and selection processes for OO2/OO3 Trade Equivalent Staff will be established. The project will be managed through the Recruitment Services Unit, South East Metro Area, Queensland Health Shared Services Provider.

The project is expected to begin by 1 October 2006 and to finish 31 March 2007. Terms of reference will be established and agreed by the parties.

The Public Hospitals Oversight Committee (PHOC) will receive reports monthly about progress of the project and be part of the process.

2.2 Casual and Temporary Employees

The parties agree to a pilot project to enhance permanent employment for OO2 employees through multi-tasked operational employees. The project will be managed by Princess Alexandra Hospital Health Service District and based at the Princess Alexandra Hospital for the life of this Agreement.

The terms of reference for the project are to be prepared and agreed to by the Public Hospitals Oversight Committee (PHOC) in consultation with the local working party. The Public Hospitals Oversight Committee (PHOC) will be consulted and provided with updates during the course of the project.

2.3 Workplace Health and Safety Review

The Occupational Health and Workplace Safety Unit have undertaken a review of the sorting areas within laundries. A trial of the new system of tracking is currently underway, with an evaluation to be provided to the Public Hospitals Oversight Committee (PHOC) by 2007.

2.4 Increases in Allowances

2.4.1 Foul Linen Allowance

The employer agrees to increase the Foul Linen allowance provided at clause 5.6.7 of the *District Health Services Employees' Award – State 2003*. The parties recognise that the guidelines provided in IRM 2.1-1 shall continue to apply.

The allowance will be increased by 10% per annum based on the time frames for the salary increases outlined in clause 2.1 of the *Queensland Public Health Sector Certified Agreement (No 6) 2005*.

2.4.2 Mental Health Allowance

Queensland Health agrees to increase the Mental Health allowance provided for in IRM 2.1-15.

The allowance will be increased by 10% per annum based on the time frames for the salary increases outlined in clause 2.1 of the *Queensland Public Health Sector Certified Agreement (No 6) 2005*.

The parties will review the application of the Mental Health Allowance, to be completed by June 2007.

2.4.3 Environmental Allowance

Queensland Health agrees to increase the Environmental Allowance provided for in IRM 2.1-20.

The allowance will be increased by 4% per annum based on the salary increases and time frames outlined in clause 2.1 of the *Queensland Public Health Sector Certified Agreement (No 6) 2005*.

2.4.4 X-Ray Allowance

Queensland Health agrees to increase the X-Ray Allowance provided for in IRM 2.1-5.

The allowance will be increased by 4% per annum based on the salary increases and time frames outlined in clause 2.1 of the *Queensland Public Health Sector Certified Agreement (No 6) 2005*.

2.4.5 Coronial Autopsy Allowance

Queensland Health agrees to increase the Coronial Autopsy Allowance provided for in IRM 2.1-19.

The allowance will be increased to \$20.00 per coronial autopsy from date of certification and back dated to 1 September 2005. Then increased by 10% per annum based on the time frames for salary increases outlined in clause 2.1 of the *Queensland Public Health Sector Certified Agreement (No 6) 2005*.

A review of administration issues surrounding the payment of this allowance will be undertaken by representatives of Queensland Health and the QPSU. The review will commence by 1 October 2006 and be completed by 30 September 2007.

2.5 Permanent Employment of Long Term Temporary and Casual Employees to Tenured Status

Queensland Health is committed to maximising permanent employment opportunities for long term temporary and casual employees. The parties agree to develop a policy through the State Bargaining Unit (SBU) on permanent employment opportunities for long term temporary and casual employees to tenured status.

PART 3 – TRAINING AND DEVELOPMENT

3.1 Access to Professional and Career Development

3.1.1 Develop and Trial the Role of an Allied Health Assistant

The parties agree to a project to develop and trial the role of an Allied Health Assistant. The project will be managed by the Allied Health Advisory Unit and will run over the life of this Agreement.

The terms of reference for the project are to be prepared and agreed by the parties and endorsed by the Public Hospitals Oversight Committee (PHOC). The Public Hospitals Oversight Committee (PHOC) will be consulted and provided with updates during the course of the project.

3.1.2 Operational Services Training and Development Education Incentive Fund

Queensland Health commits to establishing a training fund for OO3 and OO4 staff. The funds will be available for Health Service Districts (or equivalent) to be able to support OO3 and OO4 employees to attain an Australian Qualification Framework (AQF) Certificate relevant to their role.

The process will involve the line manager and employee as part of the Performance Appraisal and Development (PAD) process identifying training suitable for developmental purposes. Funds will be provided to enable the backfilling of employees to attend day courses.

The number of eligible employees will be 150 places per year (totalling 450 places) for the life of the agreement. The program will be evaluated during the first 12 months with the possibility of making OO5 and OO6 employees eligible to participate in the program.

The Public Hospitals Oversight Committee (PHOC) will receive reports monthly about progress of the application of the fund.

3.1.3 OO2 Home and Community Care Workers Access to Certificate II Targeted Training Funds

Queensland Health will provide funding in addition to current targeted training funds specifically for OO2 Home and Community Care Workers to be able to access Australian Qualifications Framework (AQF) Certificate II Training.

The number of eligible employees will be 60 places per year (totalling 180 places) for the life of the agreement.

3.2 Targeted Training

3.2.1 Payment of Allowances

The parties agree to introduce a system of date stamping applications for the payment of the allowance for Australian Qualification Framework (AQF) accredited certificates, by the relevant Human Resource/ Payroll Department to ensure payment from the date of receipt.

3.2.2 Operational Officers (OO4 Classification)

Those OO4 officers who have been on OO4(4) for 12 months or more and who have attained an agreed appropriate nationally accredited Certificate Level IV qualification, shall receive an all purpose allowance of \$21.40 per fortnight from 1 March 2006, and have until 31 December 2006 to present the Certificate IV qualification to be eligible for backdating of payment of the allowance.

Any issues regarding new eligible certificate qualifications will need to be referred to the Public Hospitals Oversight Committee (PHOC) for determination of appropriateness.

Any certificates presented after 31 December 2006 will be paid from the date documentary evidence of the Australian Qualification Framework (AQF) qualification is received by Payroll/Human Resource Services within the Health Service District (or equivalent).

Thereafter, the allowance shall be paid at the amount of \$22.30 per fortnight from 1 September 2006 and \$23.20 per fortnight from 1 September 2007 provided they have been on OO4(4) for 12 months or more.

Those OO4 officers who attained an agreed appropriate nationally accredited Certificate Level IV and Certificate V (Diploma) qualification shall receive an all purpose allowance of \$44.50 per fortnight from 1 September 2005, \$46.30 per fortnight from 1 September 2006 and \$48.20 per fortnight from 1 September 2007 provided they have been on OO4(4) for 12 months or more.

Those OO4 officers who attained an agreed appropriate nationally accredited Certificate V (Diploma) qualification shall receive an all purpose allowance of \$44.50 per fortnight from 1 September 2005, \$46.30 per fortnight from 1 September

2006 and \$48.20 per fortnight from 1 September 2007 provided they have been on OO4(4) for 12 months or more.

The parties will determine through the Public Hospitals Oversight Committee (PHOC), which Certificate Level IV and Certificate Level V (Diploma) qualifications will be recognised for payment of the allowance.

This clause is in addition to clause 8.2.3 of the *Queensland Public Health Sector Certified Agreement (No 6) 2005*.

3.2.3 Operational Officer (OO3 Classification)

Those OO3 officers who have been on OO3(4) for 12 months or more and who have attained an agreed appropriate nationally accredited Certificate Level III qualification, shall receive an all purpose allowance of \$20.80 per fortnight from 1 March 2006, and have until 31 December 2006 to present the Certificate III qualification to be eligible for backdating of payment of the allowance.

Any issues regarding new eligible certificate qualifications will need to be referred to the Public Hospitals Oversight Committee (PHOC) for determination of appropriateness.

Any certificates presented after 31 December 2006 will be paid from the date documentary evidence of the Australian Qualification Framework (AQF) qualification is received by Payroll/Human Resource Services within the Health Service District (or equivalent).

Thereafter, the allowance shall be paid at the amount of \$21.60 per fortnight from 1 September 2006 and \$22.50 per fortnight from 1 September 2007 provided they have been on OO3(4) for 12 months or more.

Those OO3 officers who attained an agreed appropriate nationally accredited Certificate Level III and Certificate IV qualification shall receive an all purpose allowance of \$43.20 per fortnight from 1 September 2005, \$44.90 per fortnight from 1 September 2006 and \$46.70 per fortnight from 1 September 2007 provided they have been on OO3(4) for 12 months or more.

Those OO3 officers who attained an agreed appropriate nationally accredited Certificate IV qualification shall receive an all purpose allowance of \$43.20 per fortnight from 1 September 2005, \$44.90 per fortnight from 1 September 2006 and \$46.70 per fortnight from 1 September 2007 provided they have been on OO3(4) for 12 months or more.

The parties will determine through the Public Hospitals Oversight Committee (PHOC), which Certificate Level III and Certificate Level IV qualifications will be recognised for payment of the allowance.

This clause is in addition to clause 8.2.2 of the *Queensland Public Health Sector Certified Agreement (No 6) 2005*.

3.3 Study and Research Assistance Scheme

Queensland Health agrees to a review of the Study and Research Assistance Scheme (SARAS) to be completed during the life of the Agreement

The review will address the modernisation of the SARAS package, redesign of the eligibility criteria and enhancing the access to SARAS for career development and training opportunities for employees. The review will also have regard to similar packages in other public sector agencies.

The parties agree that the Public Hospitals Oversight Committee (PHOC) will be consulted during the review.

PART 4 – CLASSIFICATION REVIEWS & RELATED PROJECTS

4.1 Position Reviews

4.1.1 Review of Role and Duties of Anaesthetic Technicians

The parties agree that a review will assess the role and duties of Anaesthetic Technicians.

A terms of reference for the review will be prepared by the Public Hospitals Oversight Committee (PHOC). Bi-monthly reports will be provided to the Public Hospitals Oversight Committee (PHOC). The review is expected to be completed by 6 April 2007.

4.1.2 Review of Career Structure and Scope of Practice of Indigenous Health Workers

The review of the current career structure and scope of practice for indigenous health workers will be finalised by 31 December 2006.

The outcomes from the review will be implemented on an ongoing basis over the life of this Agreement.

4.1.3 Review of Classification Structures – Biala Counsellors

The parties agree to the re-classification of Biala Counsellors to OO4, this will take effect from 1 July 2006.

It is agreed that representatives of Queensland Health and the QPSU will discuss further classification issues surrounding Biala Counsellors by 31 December 2006. This review will include determining what classification stream is appropriate for these counsellors. Any changes to these employment arrangements will not be backdated and will be provided from date agreement is reached between the parties.

4.1.4 Review of Classification Level – John Tonge Forensic Mortuary Assistants

The parties agree to the re-classification of John Tonge Forensic Mortuary Assistants to OO4, this will take effect from 1 July 2006.

It is agreed that representatives of Queensland Health and the QPSU will discuss transition arrangements surrounding John Tonge Forensic Mortuary Assistants within one month from date of certification.

4.1.5 HACC Co-ordinators

It is agreed that representatives of Queensland Health and QPSU will review the current job descriptions for HACC co-ordinators. This review will be completed by 31 December 2006. Any changes to these employees classification level will not be backdated and will be provided from date agreement is reached between the parties.

4.2 Review of Employment Categories

During the life of the Agreement, the parties agree to undertake a project to examine the scope of practice issues for operational stream employees.

The Public Hospitals Oversight Committee (PHOC) will be consulted and provided with updates during the course of the project.

PART 5 – WORKLOAD MANAGEMENT

5.1 Workloads Project

A joint “Workloads Systems Project” between Queensland Health and the unions will review and rewrite the current workload measurement tools that include, but not limited to, cleaning, portage and food services.

The terms of reference for the project are to be prepared and agreed by the parties and endorsed by the Public Hospitals Oversight Committee (PHOC). The project will include a review of the current site requirements, development of a measurement tool, review of productivity rates, develop the template and pilot at a nominated site. Queensland Health will provide a Project Manager, two assistants and travel required to carry out the project.

The project is expected to commence 1 October 2006 and be completed by the nominal expiry date of Agreement.

PART 6 – LEAVE RESERVED MATTERS

6.1 Leave Reserved Matters

This Agreement is a closed agreement and settles all leave reserved matters contained within the Parent Agreement for operational stream employees employed by Queensland Health.

Signed for and on behalf of the Liquor,
Hospitality and Miscellaneous Union,
Queensland Branch, Union of Employees:

Print Name:

Signature

Date

In the presence of:

Signed for and on behalf of the Australian
Workers' Union of Employees, Queensland:

Print Name:

Signature

Date

In the presence of:

Signed for and on behalf of the Queensland
Public Sector Union of Employees:

Print Name:

Signature

Date

In the presence of:

Signed for and on behalf of the Transport Workers',
Union of Australia, Union of Employees
(Queensland Branch):

Print Name:

Signature

Date

In the presence of:

Signed for and on behalf of the
Queensland Department of Health

Print Name:

Signature

Date

In the presence of:
