

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999, s.156

Queensland Health

AND

Australian Building Construction Employees and Builders Labourers' Federation (Queensland Branch),
Union of Employees;
Australian Liquor, Hospitality and Miscellaneous Workers' Union, Queensland Branch,
Union of Employees;
Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland,
Clerical and Administrative Branch, Union of Employees;
Queensland Nurses Union of Employees;
Australian Salaried Medical Officers Federation, Industrial Organisation of Employees, Queensland;
The Australian Workers' Union of Employees, Queensland;
Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees,
Queensland;
The Construction, Forestry, Mining and Energy Industrial Union of Employees, Queensland;
The Electrical Trades Union of Employees of Australia, Queensland Branch;
Federated Clerks' Union of Australia, North Queensland Branch, Union of Employees;
Federated Engine Drivers' and Firemen's Association of Australasia (Queensland Branch),
Union of Employees;
The Plumbers and Gasfitters Employees' Union of Australia, Queensland Branch, Union of Employees;
The Queensland Public Sector Union, Union of Employees;
Transport Workers' Union of Australia, Union of Employees (Queensland Branch)

(No CA576 of 2000)

QUEENSLAND PUBLIC HEALTH SECTOR CERTIFIED AGREEMENT (NO 4) 2000

COMMISSIONER SWAN

25 October 2000

APPLICATION FOR CERTIFICATION OF AGREEMENT

THIS AGREEMENT, made under the *Industrial Relations Act 1999* on the twenty-ninth day of September 2000 between Queensland Health and the Australian Building Construction Employees and Builders Labourers' Federation (Queensland Branch), Union of Employees; the Australian Liquor, Hospitality and Miscellaneous Workers' Union, Queensland Branch, Union of Employees; the Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland, Clerical and Administrative Branch, Union of Employees; the Queensland Nurses Union of Employees; the Australian Salaried Medical Officers Federation, Industrial Organisation of Employees, Queensland; the Australian Workers' Union of Employees, Queensland; the Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland; the Construction, Forestry, Mining and Energy Industrial Union of Employees, Queensland; the Electrical Trades Union of Employees of Australia, Queensland Branch; the Federated Clerks' Union of Australia, North Queensland Branch, Union of Employees; the Federated Engine Drivers' and Firemen's Association of Australasia (Queensland Branch), Union of Employees; the Plumbers and Gasfitters Employees' Union of Australia, Queensland Branch, Union of Employees; the Queensland Public Sector Union, Union of Employees; the Transport Workers' Union of Australia, Union of Employees (Queensland Branch), witnesses that the parties agree as follows:-

Certified Agreement No CA183 of 1999 is hereby cancelled.

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1.1 Title

This agreement shall be known as the Queensland Public Health Sector Certified Agreement (No.4) 2000.

1.2 Arrangement of Agreement

PART 1 – PRELIMINARY MATTERS

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1.3 Parties Bound

The parties to this agreement are the:

- Australian Building Construction Employees and Builders Labourers' Federation (Queensland Branch), Union of Employees;
- Australian Liquor, Hospitality and Miscellaneous Workers' Union, Queensland Branch, Union of Employees;
- Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland, Clerical and Administrative Branch, Union of Employees;
- Queensland Nurses' Union of Employees;
- Australian Salaried Medical Officers Federation, Industrial Organisation of Employees, Queensland;
- Australian Workers' Union of Employees, Queensland;
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
- Construction, Forestry, Mining and Energy Industrial Union of Employees, Queensland;
- Electrical Trades Union of Employees of Australia, Queensland Branch;
- Federated Clerks' Union of Australia, North Queensland Branch, Union of Employees;
- Federated Engine Drivers' and Firemen's Association of Australasia (Queensland Branch), Union of Employees;
- Plumbers and Gasfitters Employees' Union, Queensland Branch, Union of Employees;
- Queensland Public Sector Union, Union of Employees;
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch);
- Queensland Department of Health;
- Corporation of the Trustees of the Order of the Sisters of Mercy in Queensland (Mater Misericordiae Public Hospitals);
- Queensland Health Rights Commission; and
- Health Practitioner Registration Boards.

1.4 Application

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

- Employees of Queensland Health (ie Health Service Districts and Corporate Office) who are employed pursuant to the Awards listed in Clause 1.8; the unions signatory to this agreement; and to the Director-General, Department of Health as the employer in relation to such employees;
- Employees of the Corporation of the Trustees of the Order of the Sisters of Mercy in Queensland (Mater Misericordiae Public Hospitals), who are employed pursuant to the Awards listed in Clause 1.8; the unions signatory to this agreement; and to the Corporation of the Sisters of Mercy in Queensland, as the employer in relation to such employees;
- Employees of the Queensland Health Rights Commission who are employed pursuant to the awards listed in Clause 1.8; the unions signatory to this agreement; and to the Health Rights Commissioner, Queensland Health Rights Commission as the employer in relation to such employees; and

- Employees of the Office of the Health Practitioner Registration Boards who are employed pursuant to the awards listed in Clause 1.8; the unions signatory to this agreement; and to the Executive Officer, Office of Health Practitioner Registrations Boards as the employer in relation to such employees.

1.5 Date and Period of Operation

This agreement shall operate from 1 April 2000 and shall have a nominal expiry date of 31 May 2002.

1.6 Renewal or Replacement of Agreement

The parties to this agreement shall commence discussions regarding terms and conditions no later than 31 December 2001.

It is the intention of the parties that the first pay increase of any subsequent agreement shall apply from midnight on 31 May 2002.

Further, it is the intention of the parties that negotiations are concluded prior to the nominal expiry date of this agreement and employees will not be disadvantaged by any delays in negotiations, which are caused by the employer.

1.7 Structure of Agreement

The agreement will set out the agreed position between all of the parties to the agreement. Subsidiary Agreements can be entered into, where appropriate and agreed between the employer and relevant union(s).

1.8 Relationships with Awards and Other Conditions

The agreement will be read in conjunction with existing awards and industrial agreements covering employees covered by this agreement.

Without limiting the nurses' award amalgamation, Queensland Health Mental Health Services Certified Agreement and the proposed Operational Stream Award, in the event of any inconsistency with existing awards and industrial agreements, the terms of EB4 shall take precedence to the extent of any inconsistency.

EB4 will replace the *Queensland Health Certified Agreement (No.3) 1998 (EB3)*.

The employer will continue to apply the provisions of awards and agreements as they exist as at 31 March 2000 to all employees covered by the awards and agreements in respect of all matters until EB4 expires. Provided that any determination of any matter currently before the Industrial Relations Commission/s will apply in those circumstances where the outcome is no less favourable to the relevant employees.

EB4 will not prejudice the outcome of negotiations on the amalgamation of the *Nurses' (Queensland Public Hospitals) Award 1991* and *Nurses' (Queensland Public Health Sector) Award 1992* and any agreed award changes will apply. Subject to factors beyond the control of the parties, the amalgamation of the *Nurses' (Queensland Public Hospitals) Award 1991* and the *Nurses' (Queensland Public Health Sector) Award 1992* shall occur during the life of the agreement. The parties will not seek to have any matter that is the subject of the award amalgamation process arbitrated by the Australian Industrial Relations Commission (AIRC).

This agreement incorporates the terms of the *Nurses' (Queensland Public Hospitals) Award 1991* and *Nurses' (Queensland Public Health Sector) Award 1992* as appropriate and as varied up to and including the day immediately prior to the day on which any variation made to the said Awards comes into effect in accordance with the provisions of Schedule 5 of the *Workplace Relations and Other Legislation Amendment Act 1996 (C'wealth)*.

Nothing in EB4 shall override the provisions of the Queensland Health Mental Health Services Certified Agreement 1998.

Where conditions of employment are contained in regulations, determinations or other administrative arrangements and not saved by Awards, then the parties agree that they may be subject to review by the parties during the life of the agreement, with a view to increasing the flexibility of the application on minimum standards but no variation to such prescriptions shall reduce the entitlement of employees below their current entitlements.

In addition, the parties agree that this review will include a provision to increase work-related allowances. However, it is agreed that responsibility allowances such as the Director's Allowance shall be increased at the same time and by the same percentage as the wage increases outlined at clause 2.1 of this Agreement.

Where the parties propose to amend a condition of employment, the amendment must specify clearly the change in application and scope of the condition of employment. All employees affected by the proposed amendment must have been fully consulted and be aware of the effects of the proposed amendment prior to the implementation of the change.

Any amendment to conditions of employment may be reflected in either an amendment to the agreement, where specified, or alternatively, in a separate agreement which may be certified by the relevant Industrial Relations Commission.

The parties further agree that there may be provision for local implementation of amended conditions of employment. It is agreed that parties will use Award Enterprise Flexibility Clauses to facilitate flexibility within organisational units.

Relevant Awards and Agreements are:

- Award for Medical Superintendents with Right of Private Practice and Medical Officers with Right of Private Practice - Public Hospitals, Queensland;
- Building Trades Public Sector Award – State;
- District Health Services Employees Award – State;
- Engineering Award – State;
- Nurses’ (Queensland Public Hospitals) Award – 1991;
- Nurses’ (Queensland Public Health Sector) Award – 1992;
- Public Service Award – State;
- Public Service Medical Officers’ Award – State;
- Public Service Remuneration (Interim) Award (*as amended by application R18-0 1992*);
- Regional Health Authorities Senior Medical Officers’ and Resident Medical Officers’ Award – State; and
- Queensland Health Mental Health Services Certified Agreement 1998.

The parties agree that the nominated areas for Traineeships as set out in Schedule 1 of this agreement (and such other areas as agreed between the parties) will be covered by orders issued by the QIRC pursuant to Part 5 of the *Industrial Relations Act 1999* or, where applicable, by the *Training Wage Award (State)*.

1.9 Objectives of the Agreement

The parties to this agreement are committed to:

- maintaining and improving the public health system to serve the needs of the Queensland community;
- improvement and maintenance of quality health services;
- maintenance of a stable industrial relations environment;
- collectively striving to achieve quality outcomes for patients;
- achieving a skilled, motivated and adaptable workforce; and
- ensuring that workload management is addressed to ensure there are no adverse effects on employees resulting from excessive workloads and that as changes or new processes are adopted and consideration will be given to achieving a balanced workload for employees.

1.10 Posting of Agreement

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

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

1.11 Definitions and Abbreviations

The following definitions and abbreviations have been used in this agreement:

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|-------------|--|
| 4WD | Four Wheel Drive |
| AAIN | Advanced Assistant in Nursing |
| ACTU | Australian Council of Trade Unions |
| ADON | Assistant Director of Nursing |
| AIN | Assistant In Nursing |
| AIRC | Australian Industrial Relations Commission |

| | |
|---------------|---|
| ALHMWU | Australian Liquor, Hospitality and Miscellaneous Workers' Union |
| ANF | Australian Nursing Federation |
| AO | Administrative Officer |
| AQF | Australian Qualifications Framework |
| ASU | Australian Services Union (Clerical and Administrative) Branch |
| ATO | Australian Taxation Office |
| AWU | Australian Workers' Union |
| BOO | Build Own Operate |
| BOOT | Build Own Operate Transfer |
| CPI | Consumer Price index |
| DCF | District Consultative Forum |
| EB3 | Queensland Health Certified Agreement (No.3) 1998 |
| EB4 | Queensland Public Health Sector Certified Agreement (No.4) 2000 |
| EEO | Equal Employment Opportunity |
| ESP | Environment For Scheduling Personnel |
| FBT | Fringe Benefits Tax |
| GST | Goods and Services Tax |
| HBEA | Health Building Engineering Agreement |
| HRM | Human Resource Management |
| HSD | Health Service District |
| ILO | International Labour Organisation |
| JEMs | Job Evaluation Methodology |
| MSRPP | Medical Superintendent with the Right of Private Practice |
| OO | Operational Officer |
| OPSC | Office of the Public Service Commissioner |
| PBI | Public Benevolent Institution |
| PHOC | Public Hospitals Oversight Committee |
| PTOC | Pharmacy Technicians' Oversight Committee |
| QHEPS | Queensland Health Electronic Publishing Service |
| QHPSS | Queensland Health Pathology and Scientific Services |
| QIRC | Queensland Industrial Relations Commission |
| QNU | Queensland Nurses' Union of Employees |
| QPSU | Queensland Public Sector Union |
| RMO | Resident Medical Officer |
| SARAS | Study and Research Assistance Scheme |
| SBU | Single Bargaining Unit |
| TO | Technical Officer |

1.12 Variations to the Agreement

The terms of this agreement may be varied during the life of this agreement by consent of the parties to resolve disputes or other like impediments that prevent the implementation or operation of the agreement.

1.13 ILO Conventions

The employer agrees to accept obligations made under international labour standards.

The employer will support employment policies, which take account of:

- Convention 100 – Equal Remuneration (1951);
- Convention 111 – Discrimination (Employment and Occupation) (1958);
- Convention 122 – Employment Policy (1964);
- Convention 142 – Human Resource Development (1975); and
- Convention 156 – Workers with Family Responsibilities (1981).

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

This clause shall be read and interpreted wholly in conjunction with Part 17 (Leave Reserved/No Extra Claims) of this agreement.

1.14 Grievance Settling

1.14.1 Matters Relating to the Interpretation, Application or Operation of This Agreement

The parties will use their best endeavours to cooperate in order to avoid grievances arising between the parties or between an employer and individual employees. The emphasis will be on negotiating a settlement of any issue 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. (For the purpose of this sub-clause, 'grievance' is defined as a matter, issue, application or operation of this agreement) dispute or difficulty, which may arise between the parties in relation to the interpretation.

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

- (i) A grievance is identified at the local level by an accredited union representative, the employee(s) concerned or a management representative and an initial discussion should take place at this level. This stage shall take no longer than 7 days;
- (ii) If the parties at the local level cannot resolve the matter, it should be referred to either the relevant union official for the enterprise in the case of employees or to the district management (or equivalent) in the case of management, for resolution. This stage shall take no longer than 14 days;
- (iii) If the matter cannot be resolved, then either party shall refer the matter to the 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;
- (iv) 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.
- (v) Provided that maintenance of the status quo shall not apply in an unsafe environment;
- (vi) If the matter identified in subclause (iii) remains unresolved then either party may refer the matter to the relevant Industrial Relations Commission.

1.14.2 Matters Other Than Those Relating to the Interpretation, Application or Operation of This Agreement

For all grievances other than those matters relating to the interpretation, application or operation of this agreement, the employee shall have the option of either applying the provisions contained within the relevant Award or the provisions of the Office of the Public Service Commissioner Directive 32/99 (Grievance Resolution). For the purposes of clarity, a plain English version is contained in Schedule 2 of this Agreement. This version does not override the provisions of the Office of the Public Service Commissioner Directive 32/99 (Grievance Resolution) as amended from time to time.

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

1.14.3 Definition of Status Quo

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

Without limiting an employee's right to pursue a grievance, no party shall use the grievance procedure to prevent the introduction of the outcomes of organisational change or restructuring undertaken in accordance with Part 5 of this agreement or to limit matters agreed between the parties in accordance with award provisions.

PART 2: WAGE AND SALARY RELATED MATTERS

2.1 Wage Increases

The wages increases specified in this subclause shall be payable in addition to the rates of pay as at 31 March 2000 and shall be paid for all purposes.

Wage increases shall be paid in two (2) instalments as follows:

- 3% as from the first pay period on or after the 1 April 2000; and
- 3½% as from the first pay period on or after 1 April 2001.

It is the intention of the parties that the first pay increase of any subsequent agreement shall apply from midnight on 31 May 2002.

2.2 Wage Increases not Conditional on Performance Outcomes

Wage increases provided in this agreement are not dependent upon performance against benchmarks or other performance measures.

However, the parties are committed to ensuring the delivery of high quality services to the Queensland community.

2.3 Minimum Wage Adjustments

Any State or Federal Wage Case increase (eg "Safety Net Adjustments", "Living Wage" increases or the like) shall be absorbed into the increases prescribed under Clause 2.1 of this agreement.

Provided that any annual State or Federal Wage Case increase (eg "Safety Net Adjustments", "Living Wage" increases or the like) which would provide higher overall annual wage increases than those prescribed in Clause 2.1 shall be applied.

2.4 Salary Sacrificing

(i) 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) **'Public Benevolent Institution (PBI)'**: Means a non-profit organisation established for the relief of poverty, sickness, destitution or misfortune, and is recognised as such by the Australian Taxation Office. In the context of this agreement, Public Benevolent Institution status refers to the Health Service Districts, which include public hospitals.
- (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 \$40000 gross salary, sacrifices \$10000, income tax would be payable only on \$30000.

(ii) Notwithstanding the salaries prescribed in Schedule 3 of this agreement, an employee may elect to sacrifice a portion of the salary payable under Schedule 3 to benefits agreed between the parties.

(iii) Salary sacrificing arrangements will be made available to all employees covered by this agreement to take effect from the first pay period on or after 1 January 2001. The amount sacrificed must not exceed 30 percent of the salary payable under Schedule 3:

Provided that, employees of PBIs may sacrifice to benefits attracting FBT not exceeding the threshold amount prescribed by legislation or to 30 percent of salary, whichever is the lesser. Employees who are not employed in PBIs who sacrifice to benefits that attract FBT will be liable for such FBT.

- (iv) The employee's right to sacrifice part of their salary as mentioned in paragraph (iii) above, 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.
- (v) The Single Bargaining Unit will establish a joint management/union oversight committee to monitor the implementation of the agreed salary sacrificing arrangements. The role of this oversight committee will include but not be limited to:
 - (a) Involvement in the selection of the external salary packaging bureau service;
 - (b) Negotiation with the external salary packaging bureau service, the terms and the amount of the standard fee payable by all employees; and
 - (c) Negotiation of the terms and conditions of the administration of salary sacrificing arrangements by the external salary packaging bureau service.
- (vi) The individual salary packaging arrangements of any employee shall remain confidential at all times. Nevertheless, an authorised union official shall 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. Provided that proper audit procedures will be put in place which will include private and/or Auditor-General reviews. In addition, the joint management/union oversight committee will be provided with quarterly financial statements.
- (vii) Where the employee has elected to sacrifice a portion of the payable salary under Schedule 3 of this agreement:
 - (a) Subject to Australian Taxation Law, the sacrificed portion will reduce the salary subject to appropriate tax deductions by the amount sacrificed (see definition of salary sacrifice);
 - (b) Any allowance, penalty rate, overtime, weekly worker's compensation, 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, shall be calculated by reference to the salary which would have applied to the employee under Schedule 3 of this agreement (ie: pre-salary sacrifice rate of pay);
 - (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.
- (viii) The following principles will apply to employees who avail themselves of salary sacrificing:
 - (a) As part of the salary package arrangements, the costs for administering the package via an external salary packaging bureau service, and including any applicable fringe benefits tax, are met by the participating employee;
 - (b) There will be no additional increase in superannuation costs or to fringe benefits 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 the employer will give the employee three months notice of termination;
 - (d) Employees must provide to the employer evidence of independent financial advice 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 fringe benefit tax 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.

2.5 Goods and Services Tax (GST) Adjustment Mechanism

2.5.1 Review

The parties will review the annual wage increases provided for in Clause 2.1 of this agreement. The review will monitor the impact that the introduction of the GST has on employees' purchasing power. The purpose of the review will be to establish the need for, and the extent, of any additional pay increases. Potential pay increases payable under this clause are exclusive of any other increases provided for under this agreement.

2.5.2 Scope of the Review

The review will cover 2 periods:

- The first period of review will encompass the period from 1 July 2000 up to and including 30 June 2001.
- The second period of review will encompass the period from 1 July 2001 up to and including 31 December 2001 (the 'renegotiation date'), provided that the parties shall take into account any relevant matters occurring during the renegotiation period, up to and including the nominal expiry date of the agreement.

The review will consider a range of matters including, but not limited to:

- Consumer Price Index (CPI) measures as published by the Australian Bureau of Statistics;
- GST effects, including any compensation provided by a "New Tax System" through tax cuts and other GST offset payments.

2.5.3 Negotiations

After considering the range of matters, where the wage review shows a negative impact as a result of the GST, the parties shall negotiate to determine the extent of any further wage increases.

The parties commit to attempting to reach agreement and shall negotiate in good faith.

2.5.4 Dispute Resolution

Agreement shall be sought at the SBU in the first instance. If agreement cannot be finalised at the SBU, the parties will refer the matter to the QIRC for conciliation. If conciliation cannot finalise the matter, the parties agree to refer the matter to the QIRC for arbitration. If jurisdictional issues inhibit the capacity of the QIRC to arbitrate then the parties agree to refer the matter for QIRC mediation in accordance with Section 231 of the *Industrial Relations Act 1999*.

2.5.5 Process for Mediation

If jurisdictional issues inhibit arbitration then all parties shall consent to QIRC private mediation. Legal representation shall not be permitted in the mediation process. The parties will support the rights of all parties to present evidence to support their respective positions. The parties consent to the QIRC, after having heard the evidence, making determinations as to the quantum of further wage increases under this clause.

All parties to this agreement shall be bound by determinations made by the QIRC.

2.5.6 Timing of Pay Increases

Any increase arising from the first period of review will operate from 1 July 2001.

The outcomes of the second stage of the review will be considered in the wages increases applicable for the replacement agreement in accordance with Clause 1.6 of this agreement (Renewal or Replacement of Agreement).

2.6 Casual Loading

The employer acknowledges that QIRC matters B1346 and B1351 of 1999 constitute applications by the Queensland Council of Unions and the Australian Workers' Union for a General Ruling to increase the level of casual loading paid under State Awards.

The employer agrees that if the QIRC decision in these matters provides an increase in the minimum level of casual loading to be paid under State awards (whether by way of General Ruling or not) then the employer will introduce such increases for all casual employees covered by this agreement.

This provision means that the quantum and timing of any increases to casual loading arising from matters B1346 and B1351 of 1999 will be implemented by the employer for all casual employees covered by this agreement, including those covered by State and Federal Awards.

Any increases that may arise from this clause shall be applied from the first pay period on or after the date provided in the Decision or if no date is determined then the date of the Decision.

2.7 Award Maintenance

The employer will consent to applications made during the life of this agreement to vary any of the Awards listed below to include (or attach as schedules) the wage rates of the *Queensland Health Certified Agreement (No.3) 1998* as follows:

- Award for Medical Superintendents with Right of Private Practice and Medical Officers with Right of Private Practice - Public Hospitals, Queensland;
- Building Trades Public Sector Award – State;
- District Health Services Employees' Award – State;
- Engineering Award – State;
- Public Service Medical Officers' Award – State; and
- Regional Health Authorities Senior Medical Officers' and Resident Medical Officers' Award – State.

The parties agree during the life of the agreement to identify any scope that may exist to vary the *Nurses' (Queensland Public Hospitals) Award 1991* and the *Nurses' (Queensland Public Health Sector) Award 1992* to include the wage rates of the *Queensland Health Certified Agreement (No.3) 1998*. Further, the parties agree that if there is scope to vary these Awards to make joint applications to include the wage rates of the *Queensland Health Certified Agreement (No.3) 1998*.

2.8 Midwifery Nurses – Salary Averaging

The parties to this agreement acknowledge that since the introduction in 1994 of salary averaging for some midwives, the formula for the calculation of salary has not been reviewed. Therefore, the parties agree to jointly review the salary averaging paid to midwifery nurses to establish the correct level of remuneration. This review will be completed by 31 August 2000. Any increases will apply as from the first pay period on or after 1 July 2000.

The parties agree to act in a positive and constructive manner. Should agreement not be reached and the matter remains unresolved by 31 December 2000, the matter may be referred by either party to the Australian Industrial Relations Commission.

2.9 Administrative Stream Employees Under 21 Years of Age

An employee engaged at the base level of the Administrative Stream, who is under 21 years of age, without any previous administrative experience, shall be appointed as follows:

- AO1 (1) - 18 years of age or under
- AO1 (2) - 19 years of age
- AO1 (3) - 20 years of age

An employee engaged at the base level of the Administrative Stream, who is under 21 years of age, who has relevant previous administrative experience shall have such experience recognised in whole months for salary purposes and shall be appointed as follows:

- AO1 (1) - less than one year relevant experience
- AO1 (2) - one year, but less than two years relevant experience
- AO1 (3) - two years and more relevant experience

Despite the above, an employee engaged at the base level of the Administrative Stream, who is under 21 years of age, can advance to AO2 (1) level:

- Upon attaining the age of 21 years; or
- With one year relevant experience and having completed competency level AQF level 2; or
- With three years relevant experience.

PART 3: INDUSTRIAL RELATIONS MATTERS

3.1 Collective Industrial Relations

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

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.

The parties to this agreement support constructive relations between the parties and recognise the need to work collaboratively in an open and accountable way.

The employer recognises that the provisions of the relevant industrial relations legislation and any determinations of the Industrial Relations Commissions determine union membership and coverage issues.

During the life of the agreement, the parties agree to discuss innovative uses of information technology to facilitate constructive collective industrial relations processes.

3.2 Union Encouragement

The employer recognises the right of individuals to join a union and will encourage that membership, however, it is also recognised that union membership remains at the discretion of individuals.

Where requested by a union who is party to this agreement, payroll deduction facilities for union subscriptions will be available.

Information on relevant unions (which will be supplied by unions) will be made available to relevant employees at the point of engagement.

Union officials or authorised representatives will be given the opportunity to discuss union membership with new employees and to provide such employees with relevant union material including membership forms.

3.3 Leave to Undertake Work With Relevant Union

At the discretion of the employer, employees may be granted special leave without salary to undertake a period of work with the relevant union.

Such leave shall be in accordance with Schedule 4 to this agreement.

3.4 Industrial Relations Education Leave

Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow employees to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.

Employees may be granted up to five (5) working days (or the equivalent hours) paid time off (non-cumulative) per calendar year to attend industrial relations education sessions.

Additional leave, over and above five (5) working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than five (5) working days (or the equivalent hours). Such leave will be subject to consultation between the employer (or delegated authority), the relevant union and the employee.

Upon request and subject to approval by the employer (or delegated authority) and evidence of appropriate union authorisation; employees may be granted up to three (3) days paid leave in order to attend Union Annual Conferences. Upon request, and subject to approval by the employer (or delegated authority), employees may be granted additional paid time off in special circumstances to attend Management Committee Meetings, Union Conferences and ACTU Congress.

The granting of industrial relations education leave or any additional leave is subject to the approval of the employer (or delegated authority) and should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the relevant work unit. At the same time, such leave shall not be unreasonably refused.

3.5 Union Delegates Assistance

The employer acknowledges the constructive role democratically elected union delegates undertake in the workplace in relation to union activities that support and assist members. That role will be formally recognised, accepted and supported, provided that unions will notify the employer of such delegates. The employer supports the accepted industrial principle that delegates should perform their roles without fear of victimisation.

Employees will be given full access to union officials/delegates during working hours to discuss any employment matter or seek union advice, provided that service delivery is not disrupted and work requirements are not unduly affected.

Provided that service delivery and work requirements are not unduly affected, delegates will be provided with convenient access to reasonable, existing facilities for the purpose of undertaking union activities. Local arrangements may be entered into with unions at DCF level in relation to access to specific facilities. Such arrangements may include, but shall not be limited to, access to telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. Provided that such arrangements shall be consistent with the employer's policies and procedures and shall ensure that personal privacy and information security is maintained.

Subject to the relevant employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.

PART 4: COMMITMENT TO CONSULTATION

4.1 General

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

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

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

4.2 Single Bargaining Unit

The SBU for the purpose of negotiating and implementing this agreement shall comprise employer and union representatives who are parties to this agreement. To ensure its effective operation the total number of representatives on the SBU shall not exceed fourteen (14) persons (or as agreed between the parties). A quorum will consist of at least three (3) unions and three (3) management representatives. The SBU is the principal forum for consultation between the parties to this agreement on all matters relevant to the implementation of this agreement.

The specific consultative role of the SBU shall include:

- the approval of the consultative arrangements (including resourcing eg. photocopying, telephone access, backfilling) proposed by the District Consultative Forums (DCFs) (or equivalent);
- the provision of recommendations to resolve issues arising within a District Health Service, Corporate Office, Queensland Health Pathology and Scientific Services, Mater Misericordiae Public Hospitals, the Health Rights Commission or the Health Practitioner Registration Boards that cannot be resolved at that level;
- the monitoring of the effectiveness of the DCFs (or equivalent) and their outcomes; and
- consideration of the strategies in cases of major change.

Where appropriate, sub groups of the SBU will be established to facilitate information exchange and discussion to inform Queensland Health's decision-making on capital developments and non-traditional public service delivery issues including:

- redevelopment planning, and scope of projects;
- service delivery contracts, including BOOT projects at Noosa and Robina and BOOs where there are no job implications; and
- collocations.

For example, the employer will exchange with health union(s) information on the scope of negotiations with collocation partners, service delivery contracts and business planning models for capital redevelopments.

Membership of the group will include representatives of Capital Works and Asset Management Branch, Zonal Management Units and Organisational Development and health unions and it will be called the Capital Works and Service Delivery Issues Information Sharing Group.

The employer will establish a database on operations and services that are currently contracted out or otherwise provided by an external provider. The database will contain information on arrangements entered into in the last two years. The information will include the scope of the arrangements, that is, how much work/business is undertaken by the external provider or other measure of the scope of the service for example, number of units purchased under the contract.

4.3 District Consultative Forums

Each District Health Service (and Mater Public Hospital) will establish and maintain a DCF. A Corporate Office Consultative Forum, Queensland Health Pathology and Scientific Services Consultative Forum, a Health Rights Commission Consultative Forum and Health Professional Registration Boards Consultative Forum will be similarly established. The membership of the DCF will be representative of the parties to this agreement. The DCF shall convene at least ten (10) times annually at times mutually agreed by the parties.

The role of DCFs shall be to develop a consultation process for the facilities, services and work units in the District appropriate to local needs. The consultative processes established may be integrated with consultative processes for quality improvement, provided that they are consistent with the provisions of this agreement. All District Health Service (or equivalent) representatives will be encouraged to participate effectively by allowing adequate time to understand and consult on issues arising at District Consultative Forum (or equivalent) level. However, neither party will endeavour to delay the timely consideration of any issue.

4.4 Public Hospitals' Oversight Committee

The Public Hospitals' Oversight Committee (re-established under EB3) shall continue to operate.

The parties to this agreement acknowledge the constructive role PHOC has played in the review of work practices, career structure and training matters for the Operational Services Stream. PHOC will finalise the review of the Operational Services Manual commenced under the previous Certified Agreement.

The terms of reference of PHOC will be reviewed, expanded and updated during the life of the agreement with a view to enhancing the role of PHOC. This will include a consultative role in any significant change management initiatives in the Operational Stream. This will occur as outlined in Clause 5.4.

The parties agree that during the life of the agreement, PHOC will be consulted on and review the outcomes of health and safety audits in the areas of catering, laundry and ward services.

PHOC will review the current practices in the Operational Services Stream to ensure appropriate career structure and training opportunities are being implemented for Operational Stream Officers. The purpose of the review is not to upgrade existing work groups but rather to address anomalies and career opportunities in the Operational Stream. Areas to be specifically examined will include Plaster Orderlies and Wardspersons and Security Officers working in Mental Health Units.

Additional levels in the Operational Stream will be developed by agreement between the parties for levels OO8, OO9 and OO10 to recognise the range of skills and responsibilities of supervisory and management roles in operational areas.

Any matter being considered by PHOC that may impact on the duties and functions of employees not within the operational stream shall be brought to the attention of the relevant unions and such unions shall be included in any consideration of such matters.

4.5 Pharmacy Work Practice Review

The approved recommendations from the Pharmacy Work Practice Review will be implemented if the parties agree. The parties also agree that unions will be fully consulted prior to the planned implementation of recommendations with workforce implications. Provided that the parties shall not unreasonably withhold agreement.

PART 5: ORGANISATIONAL CHANGE AND RESTRUCTURING

5.1 General

The employer intends that future organisational change and restructuring will be limited in scale.

Prior to implementation, all organisational change will need to demonstrate clear benefits and enhanced service delivery to the community, and shall follow the agreed change management processes as outlined in the Queensland Health Change Management Guidelines. While ensuring the spirit of the guidelines is maintained, in applying the document, the parties acknowledge that it has been designed as guidelines to be applied according to the circumstances.

To ensure consultative processes are effective, these guidelines will be reviewed by 31 December 2000 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.

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.

All significant organisational change and/or restructuring that will impact on the workforce (eg job reductions, deployment to new locations, alternative service delivery arrangements etc.) shall be subject to the employer establishing such benefits in a business case which shall be tabled for the purposes of consultation at the DCF (or equivalent).

Following the establishment of clear benefits and enhanced service delivery to the community, the DCF (or equivalent) will be involved in the implementation of any change management process. The DCF (or equivalent) may recommend to the Zonal Manager that the change management process be suspended where it is established that agreed change management processes as outlined in the relevant business case have not been adhered to.

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.

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. 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.

After such discussions have occurred and it is determined that fewer employees are required, appropriate job reduction strategies will be developed and 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.

Where individuals unreasonably refuse to participate or cooperate in deployment/redeployment and retraining processes, the full provisions for managing redundancies shall be followed. No employee shall be redeployed against their will.

In those cases where the offering of Voluntary Early Retirements (VERs) to selected employees is necessary, this will occur in full consultation with the relevant union(s).

5.2 Maintenance of Staffing Levels

The employer acknowledges the duty of care to both staff and patients to provide a safe environment for the delivery of health services and is therefore committed to the maintenance of staffing levels to ensure the delivery of quality health services.

Without limiting the above, the employer is committed to ensuring its employees have reasonable workloads and are not expected to engage in unsafe work practices.

The employer does not condone or encourage the practice of managing excessive workloads by staff working unpaid overtime. All authorised overtime worked will be compensated in accordance with the relevant industrial instrument/s.

It is not the intent of the employer to increase relative activity/acuity levels and/or throughput without commensurate staffing increases.

Any change in activity levels should be considered in the context of Part 6 – Workload Management.

5.3 Replacement of Existing Staff

This clause shall not have application in instances of organisational change which are covered by Clause 5.1 (Organisational Change and Restructuring - General) of this Agreement.

There will be no net reduction of Queensland Health staffing during the life of this agreement.

The parties recognise that the employer does not maintain fixed establishment numbers.

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:

- **Base Grade Staff** - commence process to replace staff within three (3) days of retirement, resignation, termination, transfer or promotion or within three (3) days of notice given (whichever is sooner) and shall be completed within one (1) month; and/or
- **Other than Base Grade Staff** – commence process to replace staff within fourteen (14) days of retirement, resignation, termination, transfer or promotion or within fourteen (14) days of notice given (whichever is sooner). This process shall be completed as soon as practicable and the parties expect this to take no longer than three (3) months.

It is recognised that consideration will be given to the timeframes for appeal mechanisms for other than base grade staff.

Adherence to these commitments shall be monitored six (6) monthly at each DCF (or equivalent) in line with the monitoring arrangements specified in clause 7.2 (Employment Practices) of this agreement.

Any dispute arising from the implementation of this clause shall be managed in accordance with clause 1.14.1 of this agreement.

5.4 Reviews of Work Practices

The employer is committed to using internal expertise for review of work practices except when determined otherwise by the Chief Executive Officer.

When a Health Service District decides 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.

Once a Health Service District has decided it wishes to conduct a review, a committee of equal union and management representatives will be formed to monitor the process from the outset to ensure it is undertaken in a consultative manner.

PART 6: WORKLOAD MANAGEMENT

The parties agree that appropriate strategies and work practices should be implemented to minimise the adverse effects of excessive workloads and/or case loads with particular regard to registered occupational groups.

The parties agree to use the *Workload Management Tool*, which was developed during the life of the *Queensland Health Certified Agreement (No.3) 1998*, to assist the monitoring of workload levels.

The parties further agree that a sub-committee of the SBU will be established to address issues of workload management of a statewide nature and/or workload management issues that cannot be resolved at a local level.

In addition, the parties agree that each DCF (or equivalent) will establish a sub-committee to deal with the issue of workload management. The terms of reference for the sub-committee (to be endorsed by the DCF or equivalent) should include, but not be limited to, the following:

- To undertake research on local workload management issues;
- To address specific workload issues referred by staff of work units, union officials and/or management through the DCF (or equivalent);
- To develop expedient processes for referral of workload issues to the Workloads sub-committee;
- Based on research, develop strategies to improve immediate and long term workload issues;
- To assess the implications of workloads from a workplace health and safety perspective and refer relevant matters to the workplace health and safety committee; and
- Other workload matters.

The parties will also seek and agree on best practice models for workload management, which shall be promulgated throughout the employer's facilities.

PART 7: JOB SECURITY AND CONTRACTING

7.1 Job Security

The employer is committed to job security for its permanent employees.

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. Given the importance of job security, the parties will develop agreed strategies to promote job security and stability of the workforce. These strategies will be closely monitored by the SBU and DCFs (or equivalents).

Job reductions by forced retrenchments will not occur.

Volunteers, other unpaid persons or trainees will not be used to fill funded vacant positions.

Queensland Health and the Mater Misericordiae Public Hospitals, South Brisbane are the preferred providers of public health services for the Government and the community.

The parties agree that direct employment by the employer is a priority and is the preferred method of delivering services.

The employer supports the accepted industrial principle that temporary and casual employees have the right to raise concerns with their employer in relation to their employment status or any other work related matters without fear of victimisation. Unions may refer instances of alleged victimisation directly to the SBU for attention.

The employer acknowledges that long-term casual employees have rights to unfair dismissal entitlements in accordance with the provisions of the relevant legislation.

Nothing in this agreement will prevent the provision of public health clinical services, which are provided by the private sector because they are not able to be provided by the public sector. Examples include emergency intensive care, emergency cardiac surgery, lithotripsy, and utilisation of gamma knife procedures. Variations to this list must be referred to the SBU for assessment in accordance with clause 7.3 (Contracting Out) of this agreement prior to any new contractual arrangements being entered into.

7.2 Employment Practices

The parties agree that permanent direct employment is the preferred form of engagement of employees, therefore, the following clauses establish clear parameters for the engagement of temporary, casual and indirectly engaged employees (for example labour-hire).

Monitoring of employment practices will occur and a report will be provided at each DCF (or equivalent) on a six (6) monthly basis. This report will provide a breakdown by occupational stream and number of all permanent, temporary and casual employees with greater than 12 months service. The report will also provide details of length of service, occupational stream, and reason for temporary or casual employment. The SBU will receive a consolidation of each Health Service District report on a six (6) monthly basis.

All monitoring shall commence within 2 months of certification of this agreement.

The number of vacant positions arising due to retirement, resignation, termination, transfer or promotion in each Health Service District will be monitored and a report on the number and category of vacant positions will be provided monthly to the DCFs (or equivalent).

7.2.1 Part-Time Employees

A part-time employee shall be defined as one who works a lesser number of hours than constitutes full-time employment under the relevant industrial instrument. All part-time employees shall be entitled to receive the following conditions of employment as specified in the relevant industrial instrument:

- Minimum payment per engagement;
- Minimum and maximum hours of work;
- Overtime and penalty payments;
- Pro-rata wages and employment conditions for full-time employees engaged in the same classification; and
- Termination entitlements taking into account periods of both full-time and part-time employment in accordance with the relevant provisions and based on the periods of respective service.

7.2.2 Temporary/Fixed Term Engagements

Appointment of temporary/fixed term employees can occur for the following reasons:

- (a) unexpected/unplanned leave;
- (b) long term illness;
- (c) for planned leave where a permanent reliever cannot be justified (permanent relief staff will be the preferred mode of relief staffing and will be utilised wherever possible);
- (d) fixed term planned projects;
- (e) to address seasonal workload increases;
- (f) in the event of organisational change;
- (g) employees undertaking an accredited fixed term course of study;
- (h) fixed term program funding; and/or
- (i) without limiting access to higher duties, backfilling where a legitimate recruitment process is occurring.

In the event of organisational change full consultation on the employment arrangement will be included during the planning process. However, the aim is to minimise the use of temporary employment during the organisational change process.

For the purposes of this clause a temporary/fixed term employee shall mean an employee engaged in accordance with (a) – (i) above, where the employee is notified in writing prior to the commencement of employment of the starting and finishing dates of the employment, or in lieu of a finishing date, notified of the specific circumstance/s or contingency relating to a specific task, project or reason, upon the occurrence of which the term of the employment shall expire.

A temporary/fixed term employee is not required to serve a probationary period.

Any period of employment for a temporary/fixed term employee will be counted as continuous service for the purpose of calculating any entitlements having regard to existing arrangements in relation to breaks in service.

To ensure temporary appointments are made in accordance with this clause, the employer will advise DCFs (or equivalent) of all temporary employees, in line with the monitoring arrangements specified in clause 7.2 (Employment Practices) of this agreement, within 2 months of the certification of this agreement. Advice will include date/s of engagement and reason/s as detailed in (a) – (i) above.

7.2.3 Casual Engagements

Short-term casuals shall be used as daily hire in the event of emergent vacancies on rosters. This will not be seen to override the capacity to employ casual employees on an hourly basis to work generally for less than ordinary weekly working hours of a full time employee as provided in *the District Health Services Employees Award - State*.

The engagement of short-term or long-term casual employees shall not be utilised to permanently fill any full-time or part-time position.

For the purposes of this clause:

- An employee with features of casual employment such as informality, irregularity and uncertainty with no continuing relationship between the employer and the employee shall be defined as a short-term casual employee.
- An employee with features of casual employment such as employment on a regular and systematic basis for several periods of employment during a period of at least one year and with a continuing relationship between the employer and the employee shall be defined as a long-term casual employee.
- All casual employees shall be entitled to conditions of employment that is specified in the relevant industrial instrument including casual loading, minimum payment per engagement and overtime and penalty rates.

To ensure casuals are engaged in accordance with this clause, the employer will advise DCFs (or equivalent) of all casual employees engaged for greater than 12 months in line with the monitoring arrangements specified in clause 7.2 (Employment Practices) of this agreement.

7.2.4 Commonwealth and State Funded Programs

The parties agree to finalise an agreed process (commenced under the previous certified agreement) for the appointment of existing employees to State and Commonwealth Funded Programs as a matter of priority.

The parties agree that appointment of future employees to Commonwealth and State Funded Program areas will be in accordance with the process (when finalised) unless otherwise agreed between the parties.

7.2.5 Indirect Employment Arrangements (eg. Labour-Hire)

The parties agree the use of indirect employment arrangements such as labour-hire, are not the preferred method of delivery of services and would only be used in extraordinary circumstances, such as:

- If there are no other suitably qualified employees available in the short-term;
- If there is a bona fide emergency or urgent work requirement; or
- If the skills required cannot be obtained internally in the short-term.

The use of labour-hire personnel will be restricted, will not extend beyond any occupational groups currently using labour-hire and will be managed in a manner that ensures the best business and service delivery outcomes are achieved without eroding the job security of permanent employees.

The utilisation of labour-hire personnel shall be monitored at DCF (or equivalent) level.

Further, the parties shall, prior to 1 November 2000, develop and implement an agreed Code of Practice to be applied to external labour suppliers (eg. Labour-Hire Firms). Such Code of Practice shall include but shall not be limited to matters such as:

- Industrial Relations Practices;
- Remuneration;
- Embargoes on Prescribed Payments Systems (PPS), ATO “Voluntary Agreements” and “labour-only” contractors;
- Maintaining a register of employees;
- Bona fide employment relationship; and
- Time and Wages Records.

It is not the intention of this clause to extend the use of indirect employment arrangements (such as labour-hire).

When examining these arrangements, the parties will have regard to the principles outlined in clause 7.3 - Contracting Out.

7.2.6 Graduate Nurse Employment

The employer and the ANF/QNU have developed an agreed policy for the appointment of graduate nurses to positions with the employer.

The parties agree that appointment of graduate nurses will be in accordance with that policy unless otherwise agreed between the employer and the ANF/QNU.

7.2.7 Training and Transitional Support

Nothing in this agreement will affect existing arrangements for the employment of Resident Medical Officers, apprentices, trainees or transition support for new graduates.

7.3 Contracting Out

It is the clear policy of the employer not to contract out.

There will be no contracting out of services currently provided by the employer at existing sites except in the following circumstances:

- In the event of critical shortages of skilled staff;
- The lack of available infrastructure capital and the cost of providing technology;
- Extraordinary and unforeseen circumstances; or
- It can be clearly demonstrated that it is in the public interest that such services should be contracted-out.

Contracting out cannot occur in the above circumstances until agreement is sought at the SBU.

The SBU will consider such proposals in a reasonable manner. The proposal will not proceed until agreement at the SBU has been reached. Provided that agreement shall not be unreasonably withheld.

Where the employer seeks to contract out services, the relevant unions will be consulted as early as possible. Discussions will take place before any steps are taken to call tenders or enter into any otherwise binding legal arrangement for the provision of services by an external provider. For the purposes of consultation, relevant union/s will be provided with the following:

- Documentation on the processes whereby all steps were taken to avoid capital shortage;
- Documentation on which the employer has formed the view that contracting out is an appropriate means of service delivery;
- Documentation outlining sites affected, occupational groups and the extent of proposed contracts; and
- Documentation concerning failure to attract clinical expertise including details of advertising and applicant pools.

The employer will ensure all relevant union/s are aware of any proposals to contract out. It is the responsibility of the relevant union/s to participate fully in discussions on any proposals to contract out.

If, after full consultation as outlined above, employees are affected by the necessity to contract out services, the employer will:

- Negotiate with relevant union/s employment arrangements to assist employees to move to employment with the contractor;
- Ensure that employees are given the option to take up employment with the contractor;
- Ensure that employees are given the option to accept deployment/redeployment with the employer; and
- Ensure that as a last resort, employees are given the option of accepting voluntary early retirement.

Nothing in this agreement shall prevent the recognition of contract extension clauses. Extensions of contracts will be referred to the SBU for consideration and approval prior to renewal.

Queensland Health agrees that it will include as a condition of all future labour contracts (eg. cleaning, security etc.) a requirement for contractors to pay wage rates which are no less favourable in aggregate, than EB3 rates of pay for comparable employees. This provision shall apply to all tenders called and contracts entered into on or after the date of certification of this agreement.

Any dispute between the parties arising out of this clause will be dealt with in accordance with Clause 1.14 of this agreement.

7.4 Contracting In

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

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

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, Queensland Health commits to in-source work unless the cost of in-sourcing the work is demonstrated to be greater than 5% higher than outsourced arrangements once cost comparisons between direct and contract labour have been made.

Training for managers to undertake costing and bids will be provided on an ongoing basis.

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 SBU.

Subject to this clause, existing contract arrangements will not be extended to replacement facilities. Opportunity will be given for in-house staff to undertake the work as outlined above.

An appropriate methodology (including notification periods) will be developed by the parties to ensure this occurs. This shall not prevent issues of this nature being considered prior to this date. This methodology acknowledges that replacement facilities are not to be treated as greenfield sites.

Without excluding any other provisions of this clause, in the case of the Operational Stream, within three months of the certification of this Agreement, the parties agree to develop a process to assist Queensland Health operational services staff to compete equally for work that is currently contracted out.

The process will commit the relevant parties to ensuring that key performance criteria are maintained. The process will:

- Ensure that offer documents include key performance and quality criteria to be addressed by all bidders/tenderers;
- Provide independent advice (Support Services Reform Branch) and assistance to in-house staff in the preparation of business cases;
- Ensure that offers are evaluated on the basis of cost (which includes the contractor basing their price on a minimum of EB3 rates of pay), quality, timeliness and ability to maintain specified key performance criteria;
- Include a mechanism for monitoring and continuous improvement; and
- Ensure that these mechanisms will be developed through use of a trial.

The employer's 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 in-house maintenance is available. 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 may occur where in-house maintenance is not feasible.

7.5 Prime Vendoring

The parties agree to further review prime vendoring arrangements by September 2000 and again by September 2001.

A thorough briefing on the Prime Vendoring pilots will be provided to the SBU after these reviews and/or as requested by either party.

New prime vendoring projects will be able to proceed subject to:

- Agreement between the parties; and
- Projects not involving job losses.

Provided that either party will not unreasonably withhold agreement. Any dispute arising from this clause shall be dealt with in accordance with clause 1.14 of this agreement.

7.6 Commercial Business Units

No further commercial business units will be introduced by the employer during the life of this agreement.

This clause will not be utilised to adversely affect/limit the Queensland Health Pathology and Scientific Services.

Queensland Health Pathology and Scientific Services

The parties to this agreement agree that workforce issues for QHPSS will continue to be examined and resolved through the established consultative arrangements.

Issues may include but shall not be limited to:

- Service delivery methodology;
- Skill mix of staff;
- Appropriate rostering practices;
- Improved efficiencies and effectiveness; and
- Accessing collocation opportunities.

The consultative arrangements will be regularly reviewed to ensure all employees are appropriately represented (including Operational Stream staff). Further, the parties agree to review the possibility of progression arrangements for employees of the QHPSS beyond PO3 and TO3 during the life of the agreement.

7.8 Collocation

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 include arrangements for provision of public services by the collocated private facility/service. This will not prevent the public sector providing services to the private hospitals.

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.

It is intended that there will be no new collocation arrangements entered into during the life of this agreement. 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.

7.9 Build Own Operate Transfer and Build Own Operate Facilities

The parties to this agreement acknowledge that a previous Government has made commitments to introduce build/own/operate/transfer (BOOT) and build/own/operate (BOO) facilities in certain areas, which cannot be set aside.

A standardised reporting tool will be developed and agreed between the parties to facilitate reporting quarterly to the SBU on the general operation of these services.

It is agreed that there will be no other BOOT or BOO health facilities (hospitals, primary health care centres, community health centres) developed during the life of this agreement. Consultation will occur with the relevant unions where BOOT or BOO central energy plants are under consideration.

Any other proposal for joint public/private provision of health and support services which are not BOOTs or BOOs will be subject to the provisions of clause 7.3 – Contracting Out.

PART 8: QUEENSLAND HEALTH CERTIFIED AGREEMENT (NO.3) 1998

8.1 Finalisation of Outstanding Matters

A number of key initiatives and matters arising from the Queensland Health Certified Agreement (No.3) 1998 are yet to be finalised.

The parties are committed to finalising the outstanding matters listed in Schedule 5 in the timeframes specified and preserve those items listed in Schedule 6.

8.2 Process For Requests For Re-Evaluation of Positions

Queensland Health will implement an improved process for managing requests for re-evaluation (JEMs) of positions covered by the Classification and Remuneration System by 1 January 2001. This process is designed to ensure that the evaluation process is transparent, equitable and timely. The process shall be:

8.2.1 Phase One

The applicant will obtain an application for a re-evaluation of position from the Human Resource Management section. The form is to be readily available and supplied to any employee whose position is covered by the Classification and Remuneration System.

The application form will be completed and submitted to the 'Line Manager'.

The 'Line Manager' will then submit the completed form to the Human Resource Management section.

The Human Resource Management section will appoint two (2) appropriate evaluators. The evaluators will be independent, trained and experienced persons, capable of analysing positions at a level of classification, stream and complexity relevant to the position being evaluated.

Normally, each of the evaluators will be from different work units within the District/Branch. In some circumstances, one evaluator should be from another District/Branch. The evaluators must not be from the same work unit as the applicant. The relevant union will be advised of where the evaluators work to ensure that the process retains its integrity.

The time frame for phase one shall not exceed one month from the submission of the application to the line manager.

8.2.2 Phase Two

The evaluators will obtain all relevant, correct and unbiased data. Such data shall reflect the actual requirements of the position, and not the particular experience or skills of the position holder. This will occur through:

- interview with the applicant;
- interview with the line manager; and
- examination of the position description, which has been agreed between the applicant and line manager.

The evaluators will use standard position descriptions as 'benchmarks' for all applications, where available (refer to 8.2.4 below).

If necessary, the evaluators may conduct more than one interview with the applicant, the line manager or both.

The evaluators will notify the Human Resource Management area of the result of the evaluation and the recommendation. The Human Resource Management area will notify the applicant and the recommendation will be submitted by the Human Resource Management area to the District Manager/Branch Director for consideration.

If the applicant is not satisfied with the outcome, a request for re-evaluation may be submitted or processes outlined in 8.2.3 below may be followed.

The District Manager/Branch Director will not withhold approval without a valid reason.

The level of the position will take effect as from the date of approval of the District Manager/Branch Director.

The time frame for phase two will not exceed one month.

8.2.3 Re-Evaluation

Where the applicant or relevant union raises concerns about the outcome, an independent moderator shall be appointed to re-assess the application. The independent moderator must be employed at a different District/Branch to the applicant.

The applicant and/or the relevant union shall be notified of the appointed moderator and if not satisfied with the appointed moderator, an alternative will be selected. The applicant and/or union will not unreasonably object to the appointment of a moderator.

The process and timeframe shall be identical to Phase Two.

If the applicant is dissatisfied after Re-evaluation, they may access the relevant grievance procedure.

8.2.4 Standard Position Descriptions

To ensure that the reclassification process is equitable throughout Queensland Health, standard position descriptions for 'general' type positions will be developed in consultation with unions and made available on QHEPS.

Where a standard position description is not available, the process should continue without relying on the use of such standard position description.

The standard position descriptions shall be used as a benchmark by evaluators and moderators to assess applications for re-evaluation of positions.

8.2.5 Forms

Queensland Health will design appropriate application and evaluation forms in consultation with unions.

The forms shall be designed for the purpose of correlating the relevant information and shall be user friendly.

PART 9: WORKPLACE HEALTH AND SAFETY

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.

The parties agree to develop a Queensland Health Workplace Health and Safety Agreement (non-certified), in consultation with the Queensland Health Workplace Health and Safety Advisory Committee. The Agreement will be consistent with the Workplace Health and Safety legislative requirements and will recognise the existing Queensland Health Workplace Health and Safety policies. The above agreement is to be developed by 1 July 2001 and implemented by the completion of the *Queensland Health Certified Agreement (No.4) 2000*.

The Queensland Health Workplace Health and Safety Agreement will include:

- Commitment to union and employee consultation and participation mechanisms;
- The establishment of joint management/employee Workplace Health and Safety Committees at Health Service District level;
- Roles for workplace health and safety representatives consistent with the *Workplace Health and Safety Act 1995*;
- Provision for Workplace Health and Safety Representatives (authorised under Section 81 of the *Workplace Health and Safety Act 1995*) to perform health and safety inspections;
- Best practice standards;
- Development of common systems for management of data;
- Workplace rehabilitation programs; and
- The Australian Standard AS4485- security for health care facilities.

Furthermore, without limiting the issues which may be included, the parties agree to specifically address the following issues:

- Guidelines for work arrangements (including hours of work);
- Establishment and implementation of 'no lifting' systems of work;
- Guidelines on security for health care establishments;
- Latex; and
- Application of workcover.

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 shall not constitute inspections under Section 81 of *the Workplace Health and Safety Act 1995*.

PART 10: TRAINING AND DEVELOPMENT

The parties are committed to the training and development of all staff.

The level of support for programs developed in Queensland Health Certified Agreement (No.3) 1998 will be maintained.

10.1 Targeted Training – Administrative Officers

The level of support for programs developed in EB3 for administrative training opportunities will be maintained. In addition, the employer will increase accredited training available to employees in the classifications outlined below. This will include the ongoing development and maintenance of training infrastructure, such as training materials, including the development and delivery of on-line learning resources. During the life of the Agreement the parties agree to progress the option for employees to access higher level training than outlined below.

Training will be provided at the following Australian Qualification Framework (AQF) levels:

- Certificate II for AO2
- Certificate III for AO3
- Certificate IV for AO4

This training will be made available following the development of training materials and will be provided at no cost to the employee.

Training will be provided in accordance with Public Service National Training Package qualifications.

10.1.1 Recognition of Accredited Qualifications and a Broader Work Role

The parties are committed to the principle that suitable financial recompense shall be established for employees who meet the following requirements:

- Possession of the relevant accredited qualification (specified above) and possession of a higher qualification achieved through training and assessment of competencies (including recognition of current competencies);
- Undertaking an expanded work role as required by the employer;
- At the maximum pay point of the specified Classification Level; and
- Have spent one calendar year (or equivalent) on the maximum pay point.

The parties agree that the broader work role to be undertaken by administrative staff in order to receive the additional pay, will be determined during the life of this Agreement by the Single Bargaining Unit.

10.1.2 Appropriate Remuneration

From 1/1/2003, as per schedule 7, additional remuneration shall be paid for employees that meet the requirements outlined above in clause 10.1.1.

Where an employee is undertaking the higher level qualification, and on the job training, they will continue to be paid at their current rate of pay. This does not apply where employees are relieving in positions, which are at a higher level and are being paid at the higher level in accordance with clause 5.4 of the *“District Health Services Employees Award – State* and clause 3.3.12 of the *“Public Service Award – State.”*

During the life of the Agreement, the parties will agree to issues of access to training and assessment, broader work roles, and access to higher level work so as to obtain a higher qualification. The remuneration for the higher level qualifications are the same as those contained in Part 5 of the *State Government Departments’ Certified Agreement 2000*.

10.2 Pharmacy Technicians

The parties to this agreement will make application to vary the *District Health Services Employees Award – State* to include a new category of Pharmacy Technician in the Technical Stream. This will include progression from TO2 to TO3 in accordance with the Award.

A position description will be developed which will outline the role and responsibilities of these positions as well as defining the educational requirements for appointment.

The parties are committed to make application within two (2) months of the signing of EB4.

Permanent Pharmacy Assistants wishing to complete a Certificate Level 4 or Diploma qualification (or equivalent) that meets the eligibility requirements for appointment as a Pharmacy Technician in Queensland Health will be provided with “Highly Desirable” category assistance under Queensland Health’s Study and Research Assistance Scheme (SARAS).

The parties agree that a Joint Union/Management Pharmacy Technician’s Oversight Committee (PTOC) will be established to oversee the implementation of Pharmacy Technician positions throughout Queensland Health.

Queensland Health will ensure that opportunities to act as Pharmacy Technicians, in sites endorsed by PTOC, will become available no later than 1 September 2000. Appointment to permanent positions of TO2/TO3 Pharmacy Technician will become available at a number of sites throughout the State no later than 1 November 2000.

The parties further agree that terms of reference for PTOC will be developed and endorsed by the Joint Union/Management Pharmacy Support Personnel Working Group. Such terms of reference will indicate that the principles to be followed in overseeing the implementation of Pharmacy Technician positions are those outlined in the Frequently Asked Questions document developed in consultation with and previously endorsed by the Pharmacy Support Personnel Working Group.

10.3 Targeted Training – Operational Stream

The parties are committed to the training and development opportunities for operational officers. To meet this commitment, the employer will implement the following initiatives:

10.3.1 Operational Officers (OO2 Classification)

Introduce a new paypoint at OO2(5) which shall be \$20 per fortnight in addition to OO2 (4) rate. This rate shall apply from 1 July 2001 for those OO2 employees who have attained an appropriate nationally accredited qualification at Certificate Level II and/or Certificate Level III and have been on the OO2 (4) rate for 12 months or more.

Those OO2 officers who have Certificate III qualifications shall receive an all purpose allowance of \$21.50 per fortnight from 31 May 2002 provided they have been at the OO2(5) paypoint for 12 months or more.

10.3.2 Operational Officers (OO3 Classification)

Those OO3 officers who have attained an agreed appropriate nationally accredited qualification at Certificate Level IV shall receive an all purpose allowance of \$41.50 per fortnight from the date of attainment provided they have been at the OO3(4) paypoint for 12 months or more. Provided further that the parties commit to the development of the following priority areas for Certificate Level IV qualifications:

- Plastering
- Phlebotomy
- Theatre
- Mortuary
- Food Services

Other areas for Certificate Level IV qualifications will be developed by agreement between the parties.

10.3.3 Operational Officers (OO4 Classification)

Those OO4 officers who have attained an agreed appropriate nationally accredited Certificate Level V (Diploma) qualification shall receive an all purpose allowance of \$42.80 per fortnight provided they have been on OO4(4) for 12 months or more.

10.4 Targeted Training – Assistants in Nursing

The parties are committed to the training and development opportunities for Assistants in Nursing. To meet this commitment, the employer will implement the following initiatives for Assistants in Nursing:

- Introduce a new paypoint AIN(6) which shall be \$20 per fortnight in addition to AIN(5) rate. This rate shall apply from 1 July 2001 for those Assistants in Nursing who have attained an appropriate nationally accredited qualification at Certificate Level II and/or Certificate Level III and have been on the AIN(5) rate for 12 months or more.
- Those Assistants in Nursing who have Certificate III qualifications shall receive an all purpose allowance of \$21.50 per fortnight from 31 May 2002 provided they have been at the AIN(6) paypoint for 12 months or more.

10.5 Targeted Training – Advanced Assistants in Nursing

The parties are committed to the training and development opportunities for Advanced Assistants-in-Nursing (AAINs). To meet this commitment, the employer will implement the following initiatives:

- Introduce a new paypoint AAIN (5) which shall be \$20 per fortnight in addition to the AAIN (4) rate. This rate shall apply from 1 July 2001 for those AAINs who have attained an appropriate nationally accredited qualification at Certificate Level II and/or Certificate Level III and have been on the rate AAIN (4) for 12 months or more.
- Those Advanced Assistants-in-Nursing who have Certificate III qualifications shall receive an all purpose allowance of \$21.50 per fortnight from 31 May 2002 provided they have been on the rate of AAIN (5) paypoint for 12 months or more.

10.6 Driver Training

The parties acknowledge that employees in remote areas are at times required as part of their employment to drive “off road” in 4WD vehicles. Where the driving of a 4WD vehicle off road is required as part of an employee’s position, appropriate local driver training will be provided by the employer.

10.7 Conference, Study and Examination Leave

All employees covered by this agreement shall have access to study and examination leave in accordance with Directive 12/99 of the Minister for Employment, Training and Industrial Relations.

The employer agrees to provide staff with advice on the process to be followed when applying for assistance under SARAS. The employer will fairly consider applications for assistance under SARAS and where applications are not approved, provide feedback to the staff member on the reasons for the non-approval.

In addition, all employees may be granted leave to attend conferences within and outside Australia. This will occur in accordance with Queensland Health Policy IRM 11.6-1.

Where an employee is granted approval to attend a conference, convention, seminar or meeting as an official representative, such approval includes paid salary for the period involved in travelling to, attendance at, and return from, the approved conference, convention, seminar or meeting. Additionally, payment of travelling expenses in accordance with approved arrangements and other reasonable and necessary expenses will be made.

Where an employee is granted approval to attend a conference, convention, seminar or meeting as a non-official representative, the option set out in Queensland Health Policy IRM 11.6-1 will be available.

The parties will also encourage the use of the Training and Development module, within the LATTICE system (when available), which enables records of study, examination and conference leave approvals to be extracted by occupational stream.

Nothing in this clause shall reduce the benefits available to an employee for conference, study or examination leave available under an award or other industrial instrument.

10.8 Study and Conference Leave Review – Resident Medical Officers, Medical Officers with the Right of Private Practice and Medical Superintendents with the Right of Private Practice

The parties acknowledge the contribution of RMOs, Medical Officers with the Right of Private Practice (MORPPs) and MSRPPs to the provision of a quality public health system throughout the State. The parties further acknowledge that for RMOs, MORPPs and MSRPPs to continue this contribution, they need opportunity to develop their skills and to enhance their medical knowledge.

Currently, Conference Leave applications are considered on merit and at the discretion of the Health Service District, whereas Study Leave is applied for and is given consideration through the Study and Research Assistance Scheme (SARAS). However, neither system provides a mechanism of surety of access to leave to attend conferences, seminars or courses relevant to their employment. Therefore, to ascertain how their needs (and concerns) regarding access to a structured study, examination and conference leave system a review of these arrangements for RMOs, MORPPs and MSRPPs will be undertaken.

The review will be undertaken and a report provided to the SBU by 1 July 2001 with such report containing a timetable for the implementation of any agreed changes.

PART 11: BUILDING AND ENGINEERING SERVICES

The parties acknowledge that Building and Engineering Services employees are an integral part of Queensland Health and that where cost savings, quality and standards can be delivered, existing Building and Engineering Services are the preferred provider of maintenance, renovation, project and capital work which qualifies as Minor Works (including design). Structural reform will be progressed in a consultative manner between the relevant parties to the agreement. Issues to be addressed will include developing the capacity to compete for work in other of the employer's facilities in their area and a joint review of preferred supplier arrangements to assess price and time efficiency.

Vacancies occurring in substantive positions are to be promptly filled by permanent employees unless organisational change is to take place and/or downsizing of a particular section is contemplated following consultation and agreement with relevant union/s.

The parties agree that the existing *Queensland Regional Health Authorities Building and Engineering Services Certified Agreement 1995* can be renegotiated and replaced in accordance with all of the provisions of Chapter 6, Part 1 of the *Industrial Relations Act 1999*.

The parties to the *Queensland Regional Health Authorities Building and Engineering Services Certified Agreement 1995* re-affirm their commitment to providing building and engineering services employees with access to SARAS.

The parties to the *Building and Engineering Services Certified Agreement 1995* (CA147/95) will renegotiate the agreement within 6 months of the certification of this agreement.

The negotiations will review, but will not be restricted to the following issues:

- Classification criteria for Building and Engineering HBEA levels;
- Extension of the *Tradespersons – Metropolitan and Townsville Hospitals etc – On Call Arrangements – Industrial Agreement*;
- Incorporation of the *Tradesmen etc. (Other Than Building Trades' Employees) Public Hospitals Boards – Industrial Agreement*;
- Extension of the *Tradespersons- Metropolitan and Townsville Hospitals Etc – On Call Arrangements Industrial Agreement* to other sites; and
- Existing corporately approved administrative arrangements.

PART 12: MENTAL HEALTH

12.1 Redevelopment of Psychiatric Hospitals

Nothing in this agreement shall limit the implementation of strategies to promote job security associated with the redevelopment/decentralisation of the Psychiatric Hospitals.

The parties to this agreement acknowledge that as part of the redevelopment/ decentralisation exercises, arrangements may be developed for the Psychiatric Hospitals such as, but not limited to, relocation benefits and training provisions.

12.2 Renegotiation of Mental Health Certified Agreement

The parties agree that the existing *Queensland Health Mental Health Services Certified Agreement 1998* can be renegotiated and replaced in accordance with all of the provisions of Chapter 6, Part 1 of the *Industrial Relations Act 1999* and Part VIB of the *Workplace Relations Act 1996*.

PART 13: RECRUITMENT AND RETENTION

13.1 Director-General Taskforce for the Recruitment and Retention of Allied Health Professionals

The parties to this agreement agree to implement the fifteen (15) approved recommendations outlined in the Director-General's Taskforce report for the recruitment and retention of Allied Health professionals (including Pharmacists and Radiographers).

As part of this process, the relevant parties will develop criteria for the implementation of the approved recommendations as follows:

- Terms of Reference for the Joint Union/Management Implementation Group will be developed within one month of certification of this Agreement;
- The Joint Union/Management Implementation Group will agree milestones within two months of certification of this Agreement.

In particular, the parties will address the following:

- Development of a clinical career pathway including opportunities for progression to Advanced Clinician classification levels beyond PO3;
- Provide opportunities for advanced clinical skills training;
- Develop strategies to support Allied Health professionals working in rural and remote areas including, training, professional development, review remote area incentive schemes and improve Human Resource Management processes and practices; and
- Development of Allied Health workload measures and standards.

Implementation of the approved recommendations will occur within the life of this agreement.

13.2 Ministerial Taskforce - Nursing Recruitment and Retention

The parties to this agreement are committed to implement the approved recommendations outlined in the Ministerial Taskforce – Nursing Recruitment and Retention.

A process has been established by the QNU and Queensland Health for the implementation of the recommendations including a joint management/union implementation group.

Without limiting existing priorities in the implementation of recommendations contained within the Ministerial Taskforce – Nursing Recruitment and Retention, the Implementation Group will give priority to address the following:

- Review of Level 3, 4 and 5 registered nurse classifications;
- Level 3 registered nurse wage anomaly;
- The advanced practice for enrolled nurses (eg medication administration); and
- Implementation of the advanced assistant in nursing.

This agreement shall not limit implementation of findings arising out of the Ministerial Taskforce – Nursing Recruitment and Retention.

13.3 Review of Rural and Remote Incentives

The parties are committed to a joint review of the range of conditions provided to employees because of their employment in rural and remote locations. This review will make recommendations to the Single Bargaining Unit (SBU) on the effectiveness of the conditions in assisting to attract and retain staff in these locations. The review will also make recommendations to the SBU on the issue of equity between occupational groups employed by Queensland Health.

Without limiting the terms of this clause, the review will examine all aspects of rural and remote entitlements.

A report will be provided to the SBU by 1 July 2001. Such report shall contain a timetable for the implementation of any agreed changes.

PART 14: EMPLOYMENT CONDITIONS

14.1 Effect Of Fringe Benefits Tax

The parties to this agreement acknowledge that the effect of FBT on employees will vary depending upon the circumstances of its application to different groups of employees.

The parties agree that policies aimed at minimising any adverse affects on employees arising from the application of, or changes to FBT will be developed and implemented.

The employer agrees to use resources available to it to inform the parties.

14.2 Long Service Leave

14.2.1 Basic Entitlement

All employees employed in accordance with this agreement (however so employed eg. permanent, temporary/fixed term, part-time, casual) are entitled to long service leave on full pay after completing ten (10) years service. In relation to casual employees, an entitlement exists from 23 June 1990 on the basis set out in Schedule 8 of this agreement.

The granting of long service leave for all employees covered by this agreement shall be in accordance with the Minister for Employment, Training and Industrial Relations Directive 11/99.

14.2.2 Access to Pro-Rata Payment

The parties note the outcomes of the review of Long Service Leave by the Queensland Industrial Relations Commission (Case number B1404 of 1999).

On separation, the employer shall make pro-rata payment of long service leave available after 7 years of service provided that the separation is not for the purposes of career enhancement or dismissal. The parties note that while the mechanism to achieve this intention is still to be determined, the government is committed to an early finalisation of this matter.

Employees covered by this agreement will be entitled to pro rata payment of long service leave after 7 years service (as outlined above) from 1 December 2000 or earlier as provided for in a Directive of the Minister for Employment, Training and Industrial Relations.

The parties agree that the outcome will be applied to all eligible employees covered by this Agreement including those subject to Federal Awards.

14.3 Uniforms for Administration Staff

The employer shall investigate and implement a cost-effective method of enabling Administration staff to purchase uniforms.

Further, by agreement, the employer will make the initial purchase of the uniforms. Repayments through payroll deduction, or other agreed method, will be made available.

Relevant union/s will be consulted throughout this process and outcomes will be reported to the SBU.

A sub-committee may be formed by the SBU to address any issues related to this matter.

14.4 Switch Attendants

The *District Health Services Employees Award – State* currently provides for a paid crib break for continuous shift workers. The parties acknowledge that the nature of duties for switch attendants require that a break from duties and the workstation must occur.

Therefore, the parties agree to implement on a site by site basis, a paid meal break for switch attendants, who are continuous shift workers, in Districts where a meal break is not available. Relevant Districts will submit the arrangements to a sub-committee of the SBU for examination and resolution.

If these arrangements cannot be implemented to the satisfaction of the parties, the matter will be referred to the SBU for final resolution.

14.5 Access to Flexitime or Rostered Days Off for Administrative Staff

The employer recognises the right of all staff to have access to either flexitime or rostered day off.

No Administrative Officer shall be required to work standard hours only, unless determined as a consequence of disciplinary procedures.

The employer will facilitate the implementation of flexitime or a rostered day off for any Administration Officer who now works standard hours without access to either of these provisions.

This clause cannot be used to alter current arrangements of flexitime or rostered days off.

In addition, the parties recognise the specific hours of work arrangements for employees working in Corporate Office, Health Rights Commission and Health Professional Registration Boards as outlined in IRM 2.5-21. The parties agree to conduct a review of these arrangements, in particular, the maximum amount of accrued time off during a settlement period that may be taken and the amount of time that may be carried over to the next settlement period. This review will be completed by 30 September 2000.

14.6 Higher Duties – Increment Levels

Without limiting the higher duties provisions of nurses under their respective Awards, the employer shall recognise and accumulate all time performed by staff currently employed in accordance with the *District Health Services Employees Award – State* relieving in higher duties for the purposes of payment at the higher incremental level for any period provided there is no break between periods of higher duties in excess of 12 months.

When such an employee is promoted, all time as recognised above at an equivalent level or higher, prior to the promotion shall be recognised and incorporated in to the commencing increment level.

14.7 Permanent Administrative Relief Staff

The parties recognise that the nature of the duties performed by Administrative Staff who work as permanent relievers may contribute to increased levels of stress.

Administrative Staff who are employed as permanent relievers at AO2 or AO3 level for a period of 12 months or greater shall have the first option to be placed in a vacant position in which they have relieved and gained appropriate experience and is of the same classification level.

If more than one permanent reliever expresses an interest in the vacant position, a closed merit selection process will then occur. The unsuccessful candidate/s will then have first option of the next vacant position.

14.8 Medical Typists

The parties recognise that the specialist skill and expertise of medical terminology needed to perform the duties of a medical typist are a part of a broader range of skills required for the position. The parties further recognise that opportunities for career advancement are limited.

To address this situation, medical typists shall become eligible for the additional increment covered under Clause 10.1.2 of this agreement. In addition to the training required, Medical Typists will undertake assessment and training resulting in competence in medical terminology and are employed in a position where this competency is used during the majority of their role.

14.9 Access to Information

Employees covered by this agreement shall be entitled to access information about their performance (including reports, correspondence item or any other document) that could reasonably be considered to be detrimental to the employee's interests.

Provided that where an employee has been required to submit to a medical examination under Section 85 (2) of the *Public Service Act 1996* (mental or physical incapacity), and the examining doctor has expressed an opinion that the disclosure of the information in the Medical Examination report might be prejudicial to the employee's mental or physical health or well being, the employee's employing authority must not make the disclosure to the employee.

Provided that the examining doctor, or the employee's employing authority will be required to release the information to the employee's doctor, upon written authority from the employee.

It is acknowledged by the parties, that nothing in this clause will override the provisions of relevant legislation (including the *Whistleblowers Protection Act*, the *Criminal Justice Act*) which impacts on this issue.

14.10 Dental Prosthetists

Should a degree and postgraduate qualification, or equivalent, become the standard requirement for registration as a Dental Prosthetist in Queensland, Queensland Health will support a union application for re-allocation of Dental Prosthetists to the Professional Stream of the *District Health Services Employees Award – State*.

Positions of Dental Prosthetist in the Professional Stream will only be created where agreed between the parties and where there is a direct benefit to the oral health of the community.

If Dental Prosthetists are re-allocated to the Professional Stream, Queensland Health employees registered as Dental Prosthetists prior to the availability of a relevant degree and post-graduate qualification in Queensland will be deemed to have an equivalent qualification that meets the mandatory qualification requirement of the Professional Stream.

Nothing in this agreement will limit the parties introducing in the technical stream by agreement, remuneration arrangements for Dental Prosthetists during the life of this agreement. The parties agree to make an application to vary the *District Health Services Employees Award – State* to include a new category of employee, Dental Prosthetist.

14.11 Dental Assistants

As part of EB3, the Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch, Union of Employees (ALHMWU) and the Queensland Public Sector Union (QPSU) examined the role of Dental Assistants to determine whether separate OO2/OO3 positions could be established. As a result, the Unions believe some Dental Assistants should be classified at the OO3 level, and further, that a career structure should exist past the OO3 level. Queensland Health agrees that some Dental Assistants perform duties and tasks, which are more complex and involve duties which require advanced skills and responsibilities.

The parties are committed to the development and implementation of a new career structure, which will lead to a greater efficiency in the provision of Dental Assistants' services. The parties also agree to provide a framework for the professional development for this group of employees.

The parties agree to a consultation process, negotiation and development of a new Dental Assistants' career structure, including OO3 level to be completed no later than 31 January 2001. As part of this process, the parties agree to discuss the development of a career structure up to and including the OO6 level.

Queensland Health agrees to develop jointly with the unions, (ALHMWU and QPSU) broad criteria based on the duties, skills and responsibilities that Dental Assistants perform to enable positions to be evaluated to identify those that can be classified at the OO3 level.

The parties agree that implementation of positions across a number of sites within Queensland Health that have been upgraded to the OO3 level will occur no later than 28 February 2001.

14.12 Coordinators and Assistant Coordinators – Home Care Services

The role of Assistant Coordinators and Coordinators, Home Care Services is evolving. The Queensland Public Sector Union and Queensland Health will jointly examine the duties and responsibilities of these positions with a view to determining whether these positions should be translated to the Administrative stream or remain in the Operational stream of the District Health Services Award – State.

This is to occur by 30 September 2000 through appropriate investigations (including inspections and paper based reviews).

The parties agree to act in a positive and constructive manner. Should agreement not be reached and the matter remain unresolved by 1 November 2000, the matter may be referred by either party to the Queensland Industrial Relations Commission.

14.13 Travelling Arrangements – Health Professionals

The parties to this agreement agree to jointly review the travelling arrangements available to Health Professionals required to perform duties between two or more health facilities or towns/cities. The review will establish the agreed arrangements to apply to this category of employee and will be completed by 31 January 2001.

The parties agree to act in a positive and constructive manner. Should agreement not be reached and the matter remain unresolved by 1 March 2001, the matter may be referred by either party to the Queensland Industrial Relations Commission.

14.14 Medical Superintendent Position Descriptions

The parties to this agreement acknowledge that in some instances, position descriptions for Medical Superintendents do not reflect their current duties and responsibilities. Therefore, the parties agree to develop generic position descriptions for each level of Medical Superintendent position within Queensland Health.

These generic position descriptions will be used as a guide in the development of positions descriptions for specific positions. This will be done by 31 March 2001.

14.15 Hyperbaric Allowance

The parties acknowledge that in relation to nursing staff working in hyperbaric chambers, there is a strict 'fitness to dive' policy in place which indicates that nursing staff are not able to 'dive' more than 3 days in a row for short and shallow dives. There must also be an 18 hour surface interval between dives which means only one dive is permitted per day. For longer dives, a 48 hour surface interval is required.

Queensland Health acknowledges the personal restrictions and inconvenience that is placed on such nurses undertaking duties in hyperbaric chambers.

As compensation for such personal restrictions and inconvenience, Queensland Health agrees to pay an allowance of \$15.91 per week. The parties agree to review the structure and method of payment of this allowance to ensure equity in its application.

14.16 Christmas/New year Closure – Continuous Shift Workers

Employees who are engaged in services which require continuous operation and where such employees receive additional annual leave for continuous shift work, shall not be required to participate in the compulsory closure arrangements over the Christmas/New Year period, except as otherwise agreed between the parties.

14.17 Radiography 'Use' Licences

The *Radiation Safety Act 1999* makes it a mandatory requirement for any person who uses a radiation apparatus to be a holder of a 'use' licence.

Queensland Health agrees to reimburse all employees the application and 'use' licence fees upon production of a receipt.

14.18 On Call Review

The parties acknowledge that there are inconsistencies in the approach to on-call across the range of employment classifications. In addition, the very nature of being on-call means there can be negative impacts upon the employee's working, family and social responsibilities.

The parties agree to undertake an investigation into on-call practices in an attempt to address these issues. The specific issues the review will examine include, but are not limited to:

- The frequency and level of on-call commitments;
- The effect of on-call commitments on an employee's health, their family responsibilities and social lives and study commitments;
- The effect of on-call commitments on an employee's work performance;
- Custom and practice;
- Payment and timeframes;
- Interstate comparisons of how on-call operates (including payment); and
- Alternatives and/or improvements to current on-call practices.

A report will be provided to the SBU by 1 July 2001. Such report shall contain a timetable for the implementation of any agreed changes.

14.19 Operational Stream Award

Queensland Health agrees to support the making of a new State Award for employees currently covered by the Operational Services Stream of *the District Health Services Employees Award – State*. It is the intention of the parties that the Award shall predominantly cover employees working within the callings and traditional coverage of the Australian Workers' Union of Employees, Queensland (AWUEQ). The parties agree that the proposed new operational stream Award will not cover callings covered by the other Awards listed at clause 1.8 of this agreement (eg. *Engineering Award – State* and the *Building Trades Public Sector Award - State*).

The parties recognise that the Australian Liquor, Hospitality and Miscellaneous Workers' Union, Queensland Branch, Union of Employees (ALHMWU) and the Queensland Public Sector Union (QPSU) have certain areas of joint coverage within the Operational Stream.

Further to this, it is the understanding of the parties that the purpose of the making of the Operational Stream Award is not to disturb existing coverage arrangements and understandings.

It is agreed between the parties that the scope clause of the proposed new Award will remain as per the existing *District Health Services Employees Award – State* in that it is agreed between the parties that it shall cover contractors and sub-contractors to Queensland Health in relation to those occupational groups covered by the new Award.

It is agreed that the new Award will include rates of pay that incorporate as a minimum *Queensland Health Certified Agreement (No. 3) 1998* wage rates consistent with the intent of clause 2.7 (Award Maintenance) of this Agreement.

The parties agree that the terms and conditions in other respects will be generally consistent with the existing provisions within the *District Health Services Employees Award – State* and it is not the intention of the parties in finalising the making of the new Award to reduce existing terms and conditions. This clause shall be read and interpreted wholly in conjunction with Part 17 (Leave Reserved/No Extra Claims) of this Agreement.

The provisions relating to recreation leave to be contained in the proposed new Award shall be in accordance with the *District Health Services Employees Award – State* and interpreted as set out in clause 14.19.1 (Recreation Leave - *District Health Services Employees Award – State*) of this Agreement.

The parties agree to maintain the operational stream within the *District Health Services Employees Award – State* for the purpose of covering and maintaining callings not traditionally covered by the AWUEQ despite any future successful application to create a separate operational stream award.

14.19.1 Recreation Leave - District Health Services Employees Award – State

The parties agree that the following is the method of determining an employee's entitlement to recreation leave under the *District Health Services Employees Award – State*:

(i) Basic Entitlement

The recreation leave entitlements for employees covered by the *District Health Services Employees Award – State* are detailed in clause 7.1 of the Award.

(ii) Additional Weeks Leave for Work on Public Holidays

Employees engaged in the same work unit within a facility may choose, in accordance with clause 7.1.1 (c) of the Award, 1 weeks leave in lieu of extra payment for work performed upon those public holidays as prescribed in clause 7.7.1.(a) of the Award.

In addition clause 7.1.1 (c) maintains an employee's entitlement to the additional one weeks leave for work performed on public holidays in those work units within a facility where such arrangements applied at 1 March 1993 or from any subsequent date unless prior agreement is reached between the employer and the union or unions concerned. This agreement can be reached specifically in relation to this issue or as part of an agreed roster change.

14.20 Nurses' Uniforms**14.20.1 Queensland Health**

Queensland Health shall supply free of charge uniforms of a type or design considered most suitable and that meet workplace health and safety standards, as outlined below, or in lieu thereof, an employee shall receive an allowance at the rate of \$294.25 per annum.

Queensland Health and the QNU agree that the supply of nurses' uniforms will provide flexibility in the range of items supplied including, but not limited to, dresses, culottes, slacks and blouses and this flexibility includes the optional supply of mix and match uniforms (eg culottes and over blouses).

The supply of nurses' uniforms shall occur as follows:

- (a) A nurse may agree to be supplied with six (6) standard uniforms, free of charge of a type determined by the employer; or
- (b) If the nurse does not agree to be supplied with uniforms in accordance with (a) above, the nurse will be supplied with uniforms from the Standing Offer Arrangement (SOA 600) or any subsequent replacement, to the equivalent value of \$294.25. Without limiting the flexibility outlined above, the style of such uniforms will be determined by the employer. The parties agree that the amount of \$294.25 equates to the provision of five (5) culottes and five (5) shirts as at 15 July 2000, in accordance with SOA 600, and further agree to increase this amount as necessary to maintain this equivalent value.

Replacement of all items of uniform is to be on a fair wear and tear basis.

Queensland Health agrees to provide uniforms that can be laundered by Queensland Health only and Queensland Health will launder such uniforms or an allowance of \$1.85 per week shall be paid.

Where the uniform allowance is paid in lieu of the supply of uniforms outlined in paragraphs (a) and (b) above, such allowance shall be paid each pay day on a pro-rata basis and shall also be payable during periods of absence on sick, annual or other paid leave.

Queensland Health and the QNU agree that improved uniform arrangements for nurses, set out in paragraph (b) above will be phased in as follows:

Existing nurses who have already received the current amount of \$179.70 under IRM 2.7-18:

- As from 1 July 2000, an additional \$57.30 will be paid; and
- As from 1 July 2001, a further \$57.30 will be paid.

These amounts are the difference between the old and new allowance.

Existing nurses who have not received an entitlement under IRM 2.7-18 and all new employees:

- As from 1 July 2000, the amount will increase to \$237.00 or supply of approved items equivalent to this amount; and
- As from 1 July 2001, the amount to increase the total to \$294.25 or supply of approved items equivalent to this amount.

NOTE: IRM 2.7-18 sets out the Standing Offer Arrangement for Uniforms and Workwear and a copy can be obtained from your HRM office.

In cases where Health Service Districts have not been applying the Standing Offer Arrangement in accordance with IRM 2.7-18, then Queensland Health will ensure that such Health Service Districts adhere to the arrangements set out in this clause, if any dispute arises over nurses' uniforms.

14.20.2 Mater Misericordiae Public Hospitals

In the spirit of the provisions of clause 14.20.1 (Nurses' Uniforms – Queensland Health), the Mater Misericordiae Public Hospitals will establish a joint management/union committee to review the arrangements of supply of uniforms to nursing staff.

It is the intent of the Mater Misericordiae Public Hospitals and the QNU that the outcome would not be less favourable than that set out in clause 14.20.1 (Nurses' Uniforms – Queensland Health).

14.21 Exemption From Open Merit for Positions Reclassified from AO2 to AO3

Queensland Health will implement, on a trial basis, a scheme to allow legitimate incumbents of AO2 positions upgraded to AO3 (through an approved job evaluation process) to be exempted from the open merit process. If the incumbent is assessed by a selection panel as able to competently perform all duties of the higher position, they may be directly appointed to the AO3 position. The trial will be conducted for the life of this agreement ie until 31 May 2002.

The legitimate incumbent must:

- be a permanently appointed employee;
- have undertaken the majority of duties of an identical, restructured or revised position for more than twelve months; and
- in the case of upgraded positions, have been formally appointed to the position that has now been upgraded.

If more than one legitimate incumbent is identified in the relevant District (eg where some but not all AO2 positions in an area are upgraded to AO3s) the most meritorious incumbent/s or surplus officer/s will be appointed.

Following notification of appointment in either the Health Services Bulletin or Government Gazette, prevailing appeal or grievance processes would apply.

A sub-group of the SBU consisting of the employers' representatives, the ASU and the QPSU will monitor this process for the life of the agreement and supply the OPSC with an interim report after 12 months. The sub-group will then make recommendations through the SBU to the OPSC as to the continuing operation of the scheme at the end of this agreement.

14.22 Modernisation of Neuropsychiatric Allowance

The parties agree to review, with a view to modernise, the current Neuropsychiatric Allowance paid to operational staff under IRM 2.1-15. This review shall be completed within one month of certification of this agreement. As part of this review the parties agree to identify the appropriate areas where this allowance should be paid and agree that this allowance is payable to employees who actually work in the area/s identified and not just visit those areas on a short-term basis.

Further the parties agree to increase this allowance to \$7.50 per week effective from 1 July 2000.

14.23 Environmental Allowance for Mental Health Facilities

The parties to this agreement acknowledge that changes to the delivery of mental health services in Queensland Health have resulted in patients who were previously exclusively receiving treatment at the John Oxley Memorial Hospital (the Security Patients Hospital) are now being treated in units elsewhere in the State.

In recognition of this decentralisation of mental health services, payment of the current John Oxley Memorial Hospital Environmental Allowance of \$15.91 per week will be extended to all employees working in 'High Security' and/or 'Extended Secure' Mental Health Units in Queensland Health.

Payment of this allowance for employees other than those already in receipt of this allowance will commence from 1 April 2000 or from the date of opening (or deeming) of any future 'High Security' and/or 'Extended Secure' Units.

Queensland Health is committed to the maintenance of patient and staff safety by ensuring that patients are cared for in appropriately staffed and designed mental health facilities. To this end, it is the intent of Queensland Health to ensure patients who have been assessed by the specialist psychiatrist as requiring 'High Security' or 'Extended Secure' units, will only be cared for in such units. To ensure the spirit and intent of this commitment Queensland Health agrees to develop admission criteria in consultation with the relevant union/s.

In addition, Queensland Health agrees to place relevant union representative/s on a reference group to be established as part of the implementation plan of the new Mental Health Regulatory Framework under the *Mental Health Act 2000*.

14.24 Foul Linen Allowance

The employer agrees to increase the allowance provided at clause 5.6.10 of the *District Health Services Employees Award – State* (Employees Handling Foul Linen) to \$0.94 per day. The parties recognise that the guidelines provided at IRM 2.1-1 shall continue to apply.

14.25 Whole of Government Decisions

Nothing in this agreement shall prevent the implementation of improvements in terms and conditions of employment that are determined on a whole of Government basis. This may include but shall not be limited to:

- Redundancy entitlements for casual and temporary employees with greater than one years service; and
- Increased maternity and/or paternity leave entitlements.

PART 15: ROSTERING MATTERS

15.1 Rostering Program Trials

Except where otherwise agreed, principles developed through the *Environment For Scheduling Personnel* (ESP) rostering program trials will be forwarded to the SBU for endorsement. These principles will be used to inform the development of rostering training and will be in accordance with the relevant industrial award requirements.

15.2 Rostering Training

The parties agree that rostering is a significant issue for employees (particularly shift workers) and for the employer (to meet organisational goals). Therefore, the employer will, during the life of the agreement, provide training for relevant staff involved in rostering.

The development and delivery of this training program will be facilitated through the Queensland Health Statewide Training Network. The Statewide Training Network will provide regular reports, at least quarterly, to the SBU regarding the development and implementation of rostering training.

15.3 Development of Rostering Principles

The parties agree during the life of the agreement to develop rostering principles. Principles developed shall include but shall not be limited to:

- Balancing work requirements with family and other personal responsibilities;
- Night duty rostering practices;
- Introduction of ten (10) hour shift arrangements, by agreement and where provided in the relevant Award or other industrial instrument; and
- On-call rostering practices.

PART 16: EQUITY CONSIDERATIONS

16.1 Equity Considerations

The parties are committed to the principles of equity and merit and thereby to the objectives of the *Equal Opportunity in Public Employment Act 1992* and the *Anti-Discrimination Act 1991*.

The Single Bargaining Unit (SBU) will review and endorse whole of agency Equal Employment Opportunity (EEO) strategies and performance indicators. These agreed strategies and performance indicators will be developed by the Queensland Health Employment Equity Advisory Committee in conjunction with the Health Service Districts, the Queensland Health Rights Commission and the Health Professional Registration Boards and in consultation with health unions. Queensland Health is committed to implementing all strategies and performance indicators as agreed. Progress towards the achievement of outcomes will be monitored quarterly at District Consultative Forums (DCF) or equivalent level and reviewed by the SBU annually. The employer will meet its statutory obligations under the *Equal Opportunity in Public Employment Act 1992* to consult with unions by immediately establishing agreed consultative mechanisms. Regular status reports will be provided via the inclusion of this issue as a standing agenda item on DCF and SBU agendas.

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 re-establishment and maintenance of Equal Employment Opportunity networks throughout the agency and the commitment to achieve agreed equity outcomes at the facility and corporate office level.

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

16.2 ILO Convention No 156 – Workers with Family Responsibilities

The employer agrees to accept the implementation of obligations under ILO Convention 156 – Workers with Family Responsibilities, and therefore agrees that addressing the needs of such workers while enhancing organisational flexibility is a priority for the parties to the Agreement.

The employer will assess current employment practices and examine whether such practices will assist workers with family responsibilities to successfully balance their employment and family responsibilities. The employer will wherever possible adopt “family friendly” employment practices which give due consideration to service delivery requirements. However, the employer recognises the need to create effective equity of opportunity between men and women workers with family responsibilities and between such workers and other workers.

The employer will take appropriate measures to promote information and education which engender broader understanding of the principles of equality of opportunity and treatment of men and women workers and of the requirements of workers with family responsibilities.

Strategies aimed at achieving an appropriate work and family balance for employees will be progressed via the current Work Life Balance Project. One of the project’s goals will be to promote a climate of opinion conducive to engendering broader understanding of the principles of equality of opportunity. The representation on the reference group for this project will be expanded to ensure representation from health unions. This project will provide Quarterly reports to the Single Bargaining Unit and District Consultative Forums.

16.3 Parental Leave

16.3.1 Paternity Leave

The employer recognises the importance of accessing in a reasonable manner time free from duty to fulfil the role of primary care giver for a child.

Therefore, in addition to any other entitlements, all eligible employees shall be entitled to access any recreation leave and accumulated days off entitlements for the purposes of paternity leave. The employer agrees to implement processes to facilitate access to this provision.

The employer recognises the need to address extraordinary circumstances in a timely and appropriate manner.

16.3.2 Parental Leave – Access to Pro Rata Long Service Leave

From 1 October 2000, employees covered by the agreement shall be entitled to access pro rata long service leave after 7 years of service for purposes of parental leave as defined and provided for in Part 2 of *Industrial Relations Act 1999*.

In particular, long service leave can be accessed as follows:

- In the case of a pregnant employee:

In addition to 6 weeks paid maternity leave, long service leave can be taken instead of the equivalent period of unpaid parental leave provided that the total period of leave of parental leave does not exceed 52 weeks and the employee is to be the child's primary care giver for the period of the long service leave.

- In the case of an employee's spouse and following the birth of a child:

Long service leave can be taken instead of the equivalent period of unpaid parental leave provided that the total period does not exceed 52 weeks and the employee is to be the child's primary care giver for the period of long service leave.

- In the case of the adoption of a child:

Long service leave may be taken instead of the equivalent period of unpaid parental leave provided that the total period does not exceed 52 weeks and the employee is to be the child's primary care giver for the period of the long service leave.

Provided that parental leave must not extend beyond 1 year after the child is born or adopted.

Long service leave under this provision is in addition to any paid maternity leave entitlement.

16.4 Child Care

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. Lack of availability of extended hours childcare was highlighted in the *1999 Ministerial Nursing Recruitment and Retention Taskforce Report*. The Ministerial Taskforce Implementation Group will coordinate an analysis of nurses childcare needs within the next 12 months in line with a whole of government approach to the provision of appropriate extended hours childcare services. The findings of this analysis will be provided to the SBU to formulate policies for other staff.

The Queensland Health Employment Equity Advisory Committee, as a sub group of the SBU, will consider the findings of the Ministerial Taskforce Implementation Group and formulate policy recommendations and childcare options that will consider, but not be limited to, the following:

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

The Queensland Health Employment Equity Advisory Committee will liaise with other government departments and relevant organisations to progress policy formulation for child care and family friendly initiatives for employees. Such initiatives and options will be forwarded to the SBU for consideration prior to seeking departmental approval in accordance with clause 16.1 (Equity Considerations) of this Agreement.

When a Health Service District considers facilitation of childcare options, such initiatives should be discussed with the District Consultative Forum. 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.

- The employer will continue to operate the Lady Ramsay Child Care Centre (and the replacement centre to be constructed on the Herston complex howsoever named); and
- Child care workers employed at the Lady Ramsay Child Care Centre (and the replacement centre to be constructed on the Herston complex howsoever named) will continue to be employed in accordance with the *District Health Services Employees Award – State* and the *Nurses’ (Queensland Public Hospitals) Award 1991*.

PART 17: LEAVE RESERVED/NO EXTRA CLAIMS

This agreement is a closed agreement. However, leave is reserved for either party to pursue issues related to the following:

- Any term or condition of employment that is determined on a whole of Government basis;
- The review of long service leave under section 58(2) of the *Industrial Relations Act 1999* (case No. B1404 of 1999);
- Matters relating to the granting of leave by the Full Bench of the QIRC in Case No. 2R7 – of 1992 in foreshadowing the recognition of a Fellowship in Rural Medicine;
- Applications by the QPSU and others in respect of part-time and casual employee incremental payments;
- Minimum engagements per day/per week for Home Care Workers;
- Senior level for Full-Time Medical Superintendents in rural and remote areas;
- The salary levels for Dental Prosthetists is agreed as a Reserved matter for further negotiation during the life of the Agreement;
- Any matter associated with the recommendations of the Ministerial Taskforce on Nursing Recruitment and Retention;
- Outcome of the sector-wide review on re-classification of positions without being spilled;
- Extended Hours for Community Health Services;
- Application for reclassification of Plaster Orderlies;
- Any matter associated with the recommendations of the Director-General’s Taskforce on Recruitment and Retention of Allied Health Professionals;
- Improved Parental Leave Entitlements;

- Improved Redundancy Entitlements;
- Approved suppliers of goods and services;
- Review of meal allowance;
- Improved long service leave provisions;
- Matters relating to case D256 of 2000 and D113 of 1995 as they relate to Rural and Remote Area Incentives for Aboriginal and Torres Strait Islander Health workers in Torres and Cape York Health Service Districts.
- Decisions of the AIRC/QIRC including general rulings and statements of policy that provide conditions that are not less favourable than current conditions; and
- Those matters agreed between the employer and the unions to become Leave Reserved matters during the life of the agreement.

SIGNATORIES

Signed for and on behalf of all parties to the agreement.

SCHEDULE 1:**NOMINATED AREAS FOR TRAINEESHIPS**

- Aboriginal and Torres Strait Islander Health Worker
- Assistant In Nursing - Aged Care/Personal Care
- Catering
- Cleaning
- Clinical Coding
- Communications
- Customer Support
- Dental
- Engineering
- Government Practice II
- Government Practice III
- Health Care Support
- Health Promotion
- Health Promotion (Indigenous)
- Home and Community Care
- Horticulture
- Information Technology
- Laboratory Services
- Laundry
- Mortuary
- Office Administration
- Office Skills
- Patient Services
- Pharmacy
- Phlebotomy
- Primary Health Care
- Primary Health Care (Indigenous)
- Public Administration
- Records Management
- Specimen Receptionist
- Sterilisation Worker
- Theatre Assistant/Technician
- Therapy Assistant
- Wardsperson
- Warehousing
- Waste Management

SCHEDULE 2:**SUMMARY OF PROVISIONS OF OFFICE OF THE PUBLIC SERVICE COMMISSIONER DIRECTIVE
32/99 (GRIEVANCE RESOLUTION)**

The following summarises the provisions of the Office of the Public Service Commissioner Directive 32/99 (Grievance Resolution). It should be noted that this summary does not override the provisions of this Directive or the Agency strategy, rather, it is to assist employees by providing an overview of the key aspects of the procedure.

Overview:

Where possible and appropriate, an employee shall attempt to resolve the grievance informally.

A grievance may not be lodged about a matter that has previously been determined and finalised in another grievance procedure.

The grievance procedure is a two stage process aimed at early, fair and efficient resolution.

The grievance is to be dealt with in a fair, impartial and unbiased manner.

Normal work is to continue and the status quo prior to the emergence of the grievance is to continue whilst the grievance procedure is being followed.

Lodging a Grievance:

A grievance may be lodged by an employee if the employee has an honest belief based upon reasonable grounds that:

- An administrative action made within their employing agency adversely affects them because it is unfair and/or unreasonable; or
- Conduct of an employee, agency, or contractor of the employing agency adversely affects them because it is unfair and/or unreasonable.

The grievance shall be lodged with the employee's supervisor with the following possible exceptions.

- If the grievance is about the employee's supervisor, the grievance may be made to the supervisor's reporting officer.
- If the grievance is about the conduct of a Chief Executive Officer (Director-General) the grievance may be made to the Chief Executive Officer and be regarded as a stage two grievance.
- If the grievance alleges sexual harassment, the grievance may be made in written form directly to the Chief Executive Officer (Director-General).

Stage 1:

The grievance can be lodged either verbally or in writing by specifying:

- A grievance is being lodged; and
- The reasonable grounds for the belief of unfair and/or unreasonable treatment, that has affected them, or will adversely affect them; and
- What would resolve the grievance.

The recipient of a grievance shall promptly instigate appropriate action to resolve the grievance and shall ensure a written record is made of the action taken, the findings and the reason/s for the decision/s taken.

Stage 2:

If the aggrieved employee honestly believes on reasonable grounds that the decision at Stage 1 is unfair and/or unreasonable, the aggrieved employee may submit in writing to the Chief Executive Officer (Director-General) the grounds for believing the decision is unfair and/or unreasonable.

The Chief Executive Officer (Director-General) or delegate shall review and/or consider afresh the action, finding and decision previously taken in Stage 1 and take appropriate action to resolve the grievance.

Timeframes:

If Stage 1 or 2 remain unfinalised after 10 calendar days from each respective date of lodgement, the parties to the grievance are to be provided with information about the status of the grievance and the planned date for finalisation.

If Stage 1 remains unfinalised after 21 calendar days from the date of lodgement, the aggrieved employee may proceed to Stage 2 unless otherwise agreed between the employee and the employer.

If Stage 2 remains unfinalised after 21 calendar days from the date of lodgement, the aggrieved employee may lodge a fair treatment appeal (refer below) unless otherwise agreed between the employee and the employer.

Appeal Provision:

If a grievance remains unresolved, an employee may lodge a fair treatment appeal to the Public Service Commissioner or the Industrial Relations Commission, as appropriate in accordance with their respective jurisdictions.

SCHEDULE 3:

WAGE RATES

HEALTH SERVICE DISTRICTS
NURSES (QUEENSLAND PUBLIC HOSPITALS) AWARD 1991

| Classification Level | Year/ Paypoint | Wages Rates payable from the first pay period commencing on or after 01/04/2000 | | Wages Rates payable from the first pay period commencing on or after 01/04/2001 | |
|-------------------------------------|-------------------|--|-----------------|--|-----------------|
| | | Per Week \$ | Per Annum \$ | Per Week \$ | Per Annum \$ |
| Assistant in Nursing | 1st Yr | 356.30 | 18,591 | 368.75 | 19,241 |
| | 2nd Yr | 386.05 | 20,144 | 399.55 | 20,848 |
| | 3rd Yr | 415.80 | 21,696 | 430.35 | 22,455 |
| | 4th Yr | 477.60 | 24,920 | 494.30 | 25,792 |
| | 5th Yr | 504.60 | 26,329 | 522.25 | 27,250 |
| | Age 21 | 464.45 | 24,234 | 480.70 | 25,082 |
| | | | | Wage Rate payable from the first pay period commencing on or after 01/07/2001 | |
| | | | | Per Week \$ | Per Annum \$ |
| | 6th Yr | | | 532.25 | 27,772 |
| | | | | Wage Rate payable from the first pay period commencing on or after 01/04/2001 | |
| | | Per Week \$ | Per Annum \$ | Per Week \$ | Per Annum \$ |
| Advanced Assistant in Nursing | 1st Yr | 363.25 | 18,954 | 375.95 | 19,617 |
| | 2nd Yr | 404.15 | 21,088 | 418.30 | 21,826 |
| | 3rd Yr | 445.05 | 23,222 | 460.65 | 24,036 |
| | 4th Yr | 486.15 | 25,367 | 503.15 | 26,254 |
| | 5th Yr(age21) | 497.45 | 25,956 | 514.85 | 26,864 |
| | 6th Yr | 516.50 | 26,950 | 534.60 | 27,895 |
| | 7th Yr | 535.70 | 27,952 | 554.45 | 28,930 |
| | 8th Yr | 554.70 | 28,943 | 574.10 | 29,956 |
| | | | | Wage Rate payable from the first pay period commencing on or after 01/07/2001 | |
| | | | | Per Week \$ | Per Annum \$ |
| | 9th Yr | | | 584.10 | 30,478 |
| Enrolled Nurses (Under 21) | 1 (76% of PP1) | 421.70 | 22,004 | 436.45 | 22,773 |
| | 2 (79% of PP2) | 447.45 | 23,347 | 463.10 | 24,164 |
| | 3 (84% of PP3) | 485.45 | 25,330 | 502.45 | 26,217 |

**HEALTH SERVICE DISTRICTS
NURSES (QUEENSLAND PUBLIC HOSPITALS) AWARD 1991 (CONT.)**

| Classification Level | Year/ Paypoint | Wage Rate payable from the first pay period commencing on or after 01/04/2000 | | Wage Rate payable from the first pay period commencing on or after 01/04/2001 | |
|---|-------------------|--|-----------------|--|-----------------|
| | | Per Week \$ | Per Annum \$ | Per Week \$ | Per Annum \$ |
| Enrolled Nurses (Over 21) | 1 | 554.85 | 28,951 | 574.25 | 29,964 |
| | 2 | 566.40 | 29,554 | 586.20 | 30,587 |
| | 3 | 577.90 | 30,154 | 598.15 | 31,211 |
| | 4 | 589.45 | 30,757 | 610.10 | 31,834 |
| | 5 | 601.25 | 31,372 | 622.30 | 32,471 |
| Pupil Nurses | Under 21 | 407.90 | 21,284 | 422.20 | 22,030 |
| | 21 and over | 533.75 | 27,850 | 552.45 | 28,826 |
| Registered Nurse Level 1 | 1st Yr | 607.30 | 31,688 | 628.55 | 32,797 |
| | 2nd Yr | 637.60 | 33,269 | 659.90 | 34,433 |
| | 3rd Yr | 667.85 | 34,847 | 691.20 | 36,066 |
| | 4th Yr | 698.05 | 36,423 | 722.50 | 37,699 |
| | 5th Yr | 728.30 | 38,002 | 753.80 | 39,332 |
| | 6th Yr | 758.65 | 39,585 | 785.20 | 40,971 |
| | 7th Yr | 789.05 | 41,172 | 816.65 | 42,612 |
| | 8th Yr | 819.30 | 42,750 | 848.00 | 44,247 |
| Registered Nurse (Midwifery only) | 1st Yr | 607.30 | 31,688 | 628.55 | 32,797 |
| | 2nd Yr | 637.60 | 33,269 | 659.90 | 34,433 |
| | 3rd Yr | 667.85 | 34,847 | 691.20 | 36,066 |
| Registered Nurse (Level 2) | 1st Yr | 849.70 | 44,336 | 879.45 | 45,888 |
| | 2nd Yr | 869.80 | 45,385 | 900.25 | 46,974 |
| | 3rd Yr | 890.05 | 46,442 | 921.20 | 48,067 |
| | 4th Yr | 910.30 | 47,498 | 942.15 | 49,160 |
| *Registered Midwives in the Alternative Birthing Service Program (Level 2) *(All Inclusive rate Introduced 1994) | 1st Yr | 997.75 | 52,061 | 1,032.65 | 53,882 |
| | 2nd Yr | 1,019.50 | 53,196 | 1,055.20 | 55,059 |
| | 3rd Yr | 1,041.00 | 54,318 | 1,077.45 | 56,220 |
| | 4th Yr | 1,062.75 | 55,453 | 1,099.95 | 57,394 |
| Registered Nurse (Level 3) | 1st Yr | 976.75 | 50,965 | 1,010.95 | 52,750 |
| | 2nd Yr | 1,000.35 | 52,197 | 1,035.35 | 54,023 |
| | 3rd Yr | 1,023.75 | 53,418 | 1,059.60 | 55,288 |
| | 4th Yr | 1,047.15 | 54,639 | 1,083.80 | 56,551 |
| Registered Nurse (Level 4) | Grade 1 | 1,225.85 | 63,963 | 1,268.75 | 66,202 |
| | Grade 2 | 1,281.30 | 66,856 | 1,326.15 | 69,197 |
| Registered Nurse (Level 5) | Grade 1 | 1,137.60 | 59,358 | 1,177.40 | 61,435 |
| | Grade 2 | 1,213.30 | 63,308 | 1,255.75 | 65,523 |
| | Grade 3 | 1,314.40 | 68,584 | 1,360.40 | 70,984 |
| | Grade 4 | 1,415.30 | 73,848 | 1,464.85 | 76,434 |
| | Grade 5 | 1,592.15 | 83,076 | 1,647.90 | 85,985 |
| | Grade 6 | 1,768.85 | 92,296 | 1,830.75 | 95,526 |

HEALTH SERVICE DISTRICTS
NURSES (QUEENSLAND PUBLIC HEALTH SECTOR) AWARD 1992

| Classification Level | Year/ Paypoint | Wage Rate payable from the first pay period commencing on or after 01/04/2000 | | Wage Rate payable from the first pay period commencing on or after 01/04/2001 | |
|-------------------------------------|-------------------|---|-----------------|--|------------------|
| | | Per Fortnight \$ | Per Annum \$ | Per Fortnight \$ | Per Annum \$ |
| Student Nurse | 1st Yr | 928.50 | 24,224 | 961.00 | 25,072 |
| | 2nd Yr | 940.90 | 24,547 | 973.80 | 25,406 |
| | 3rd Yr | 1,041.90 | 27,182 | 1,078.40 | 28,135 |
| Pupil Nurse | | 1,076.50 | 28,085 | 1,114.20 | 29,069 |
| Assistant in Nursing | 1st Yr | 942.80 | 24,597 | 975.80 | 25,458 |
| | 2nd Yr | 998.70 | 26,055 | 1,033.70 | 26,969 |
| | 3rd Yr | 1,012.00 | 26,402 | 1,047.40 | 27,326 |
| | 4th Yr | 1,038.50 | 27,094 | 1,074.80 | 28,041 |
| | 5th Yr | 1,066.40 | 27,822 | 1,103.70 | 28,795 |
| | | | | Wage Rate payable from the first pay period commencing on or after 01/07/2001 | |
| | | | | Per Fortnight | Per Annum |
| | | | | \$ | \$ |
| | 6th Yr | | | 1,123.70 | 29,317 |
| | | | | | |
| | | | | Wage Rate payable from the first pay period commencing on or after 01/04/2001 | |
| | | | | Per Fortnight | Per Annum |
| | | | | \$ | \$ |
| Advanced Assistant in Nursing | 1st Yr | 994.90 | 25,956 | 1,029.70 | 26,864 |
| | 2nd Yr | 1,033.00 | 26,950 | 1,069.20 | 27,895 |
| | 3rd Yr | 1,071.40 | 27,952 | 1,108.90 | 28,930 |
| | 4th Yr | 1,109.40 | 28,943 | 1,148.20 | 29,956 |
| | | | | Wage Rate payable from the first pay period commencing on or after 01/07/2001 | |
| | | | | Per Fortnight | Per Annum |
| | | | | \$ | \$ |
| | 5th Yr | | | 1,168.20 | 30,478 |
| Deputy Charge Assistants in Nursing | | 1,228.00 | 32,038 | 1,271.00 | 33,160 |
| Charge Assistants in Nursing | | 1,300.00 | 33,916 | 1,345.50 | 35,103 |
| Enrolled Nurse | 1 | 1,109.70 | 28,951 | 1,148.50 | 29,964 |
| | 2 | 1,132.80 | 29,554 | 1,172.40 | 30,587 |
| | 3 | 1,155.80 | 30,154 | 1,196.30 | 31,211 |
| | 4 | 1,178.90 | 30,757 | 1,220.20 | 31,834 |
| | 5 | 1,202.50 | 31,372 | 1,244.60 | 32,471 |
| IV-2 Health Assit Aborig Health | Year 1 | 973.50 | 25,398 | 1,007.60 | 26,288 |
| | Year 2 | 976.20 | 25,468 | 1,010.40 | 26,361 |
| | Thereafter | 979.10 | 25,544 | 1,013.40 | 26,439 |

HEALTH SERVICE DISTRICTS
NURSES (QUEENSLAND PUBLIC HEALTH SECTOR) AWARD 1992 (CONT.)

| Classification Level | Year/ Paypoint | Wage Rate payable from the first pay period commencing on or after 01/04/2000 | | Wage Rate payable from the first pay period commencing on or after 01/04/2001 | |
|--|-------------------|--|-----------------|--|-----------------|
| | | Per Fortnight \$ | Per Annum \$ | Per Fortnight \$ | Per Annum \$ |
| IV-3 Health Assist Instruct Aborig Health | Year 1 | 1,149.10 | 29,979 | 1,189.30 | 31,028 |
| | Year 2 | 1,151.80 | 30,050 | 1,192.10 | 31,101 |
| | Thereafter | 1,154.60 | 30,123 | 1,195.00 | 31,177 |
| IV-4 | Year 1 | 1,314.80 | 34,302 | 1,360.80 | 35,502 |
| | Year 2 | 1,317.70 | 34,378 | 1,363.80 | 35,581 |
| | Thereafter | 1,320.80 | 34,459 | 1,367.00 | 35,664 |
| Registered Nurse (Level 1) | 1st Yr | 1,214.60 | 31,688 | 1,257.10 | 32,797 |
| | 2nd Yr | 1,275.20 | 33,269 | 1,319.80 | 34,433 |
| | 3rd Yr | 1,335.70 | 34,847 | 1,382.40 | 36,066 |
| | 4th Yr | 1,396.10 | 36,423 | 1,445.00 | 37,699 |
| | 5th Yr | 1,456.60 | 38,002 | 1,507.60 | 39,332 |
| | 6th Yr | 1,517.30 | 39,585 | 1,570.40 | 40,971 |
| | 7th Yr | 1,578.10 | 41,172 | 1,633.30 | 42,612 |
| | 8th Yr | 1,638.60 | 42,750 | 1,696.00 | 44,247 |
| Registered Nurse (Level 2) | 1st Yr | 1,699.40 | 44,336 | 1,758.90 | 45,888 |
| | 2nd Yr | 1,739.60 | 45,385 | 1,800.50 | 46,974 |
| | 3rd Yr | 1,780.10 | 46,442 | 1,842.40 | 48,067 |
| | 4th Yr | 1,820.60 | 47,498 | 1,884.30 | 49,160 |
| Registered Nurse (Level 3) | 1st Yr | 1,953.50 | 50,965 | 2,021.90 | 52,750 |
| | 2nd Yr | 2,000.70 | 52,197 | 2,070.70 | 54,023 |
| | 3rd Yr | 2,047.50 | 53,418 | 2,119.20 | 55,288 |
| | 4th Yr | 2,094.30 | 54,639 | 2,167.60 | 56,551 |
| Registered Nurse (Level 4) | Grade 1 | 2,451.70 | 63,963 | 2,537.50 | 66,202 |
| | Grade 2 | 2,562.60 | 66,856 | 2,652.30 | 69,197 |
| Registered Nurse (Level 5) | Grade 1 | 2,275.20 | 59,358 | 2,354.80 | 61,435 |
| | Grade 2 | 2,426.60 | 63,308 | 2,511.50 | 65,523 |
| | Grade 3 | 2,628.80 | 68,584 | 2,720.80 | 70,984 |
| | Grade 4 | 2,830.60 | 73,848 | 2,929.70 | 76,434 |
| | Grade 5 | 3,184.30 | 83,076 | 3,295.80 | 85,985 |
| | Grade 6 | 3,537.70 | 92,296 | 3,661.50 | 95,526 |
| Head Assistants in Nursing Eventide Sandgate, Rockhampton and Charters Towers, Wacol, Rehabilitation Clinic | | 1,451.10 | 37,858 | 1,501.90 | 39,184 |
| | | 1,417.70 | 36,987 | 1,467.30 | 38,281 |
| Mothercraft Trainees and Assistants in Nursing Under 21 Years | 1st Yr | 360.50 | 18,810 | 373.10 | 19,468 |
| | 2nd Yr | 389.60 | 20,329 | 403.20 | 21,038 |
| | 3rd Yr | 418.70 | 21,847 | 433.40 | 22,614 |
| | 4th Yr | 479.20 | 25,004 | 496.00 | 25,881 |
| | 5th Yr | 505.40 | 26,371 | 523.10 | 27,295 |

HEALTH SERVICE DISTRICTS
NURSES (QUEENSLAND PUBLIC HEALTH SECTOR) AWARD 1992 (CONT.)

| Classification Level | Year/ Paypoint | Wage Rate payable from the first pay period commencing on or after 01/04/2000 | | Wage Rate payable from the first pay period commencing on or after 01/04/2001 | |
|-------------------------------|-------------------|--|-----------------|--|-----------------|
| | | Per Fortnight \$ | Per Annum \$ | Per Fortnight \$ | Per Annum \$ |
| Mothercraft | 1st Yr | 466.00 | 24,315 | 482.30 | 25,166 |
| Trainees and Assistants in | 2nd Yr | 466.00 | 24,315 | 482.30 | 25,166 |
| Nursing at 21 | 3rd Yr | 466.00 | 24,315 | 482.30 | 25,166 |
| Years and over | 4th Yr | 479.20 | 25,004 | 496.00 | 25,881 |
| | 5th Yr | 505.40 | 26,371 | 523.10 | 27,295 |

**HEALTH SERVICE DISTRICTS
ADMINISTRATIVE STREAM**

| Classification Level | Pay Point | Wage Rate payable from the first pay period commencing on or after 01/04/2000 | | Wage Rate payable from the first pay period commencing on or after 01/04/2001 | |
|-------------------------|--------------|--|-----------------|--|-----------------|
| | | Per Fortnight \$ | Per Annum \$ | Per Fortnight \$ | Per Annum \$ |
| L1 | 1 | 697.00 | 18,184 | 721.40 | 18,821 |
| | 2 | 766.80 | 20,005 | 793.60 | 20,704 |
| | 3 | 836.60 | 21,826 | 865.90 | 22,591 |
| L2 (Age 21) | 1 | 994.90 | 25,956 | 1,029.70 | 26,864 |
| | 2 | 1,031.10 | 26,901 | 1,067.20 | 27,843 |
| | 3 | 1,067.60 | 27,853 | 1,105.00 | 28,829 |
| | 4 | 1,103.90 | 28,800 | 1,142.50 | 29,807 |
| | 5 | 1,140.30 | 29,750 | 1,180.20 | 30,791 |
| | 6 | 1,176.60 | 30,697 | 1,217.80 | 31,772 |
| | 7 | 1,214.20 | 31,678 | 1,256.70 | 32,786 |
| | 8 | 1,252.30 | 32,672 | 1,296.10 | 33,814 |
| L3 | 1 | 1,342.20 | 35,017 | 1,389.20 | 36,243 |
| | 2 | 1,395.10 | 36,397 | 1,443.90 | 37,670 |
| | 3 | 1,448.40 | 37,788 | 1,499.10 | 39,110 |
| | 4 | 1,501.40 | 39,170 | 1,553.90 | 40,540 |
| L4 | 1 | 1,593.60 | 41,576 | 1,649.40 | 43,032 |
| | 2 | 1,647.90 | 42,993 | 1,705.60 | 44,498 |
| | 3 | 1,702.00 | 44,404 | 1,761.60 | 45,959 |
| | 4 | 1,756.40 | 45,823 | 1,817.90 | 47,428 |
| L5 | 1 | 1,853.00 | 48,343 | 1,917.90 | 50,037 |
| | 2 | 1,907.90 | 49,776 | 1,974.70 | 51,519 |
| | 3 | 1,962.40 | 51,198 | 2,031.10 | 52,990 |
| | 4 | 2,016.90 | 52,620 | 2,087.50 | 54,461 |
| L6 | 1 | 2,131.50 | 55,609 | 2,206.10 | 57,556 |
| | 2 | 2,182.20 | 56,932 | 2,258.60 | 58,925 |
| | 3 | 2,232.80 | 58,252 | 2,310.90 | 60,290 |
| | 4 | 2,283.40 | 59,572 | 2,363.30 | 61,657 |
| L7 | 1 | 2,389.60 | 62,343 | 2,473.20 | 64,524 |
| | 2 | 2,448.20 | 63,872 | 2,533.90 | 66,108 |
| | 3 | 2,506.80 | 65,401 | 2,594.50 | 67,689 |
| | 4 | 2,565.00 | 66,919 | 2,654.80 | 69,262 |
| L8 | 1 | 2,651.60 | 69,178 | 2,744.40 | 71,599 |
| | 2 | 2,703.40 | 70,530 | 2,798.00 | 72,998 |
| | 3 | 2,754.90 | 71,873 | 2,851.30 | 74,388 |
| | 4 | 2,806.40 | 73,217 | 2,904.60 | 75,779 |

**HEALTH SERVICE DISTRICTS
PROFESSIONAL STREAM**

| Classification Level | Pay Point | Wage Rate payable from the first pay period commencing on or after 01/04/2000 | | Wage Rate payable from the first pay period commencing on or after 01/04/2001 | |
|---------------------------|--------------|--|-----------------|--|-----------------|
| | | Per Fortnight \$ | Per Annum \$ | Per Fortnight \$ | Per Annum \$ |
| L1 (Age 21) | 1 | 724.20 | 18,894 | 749.50 | 19,554 |
| | 2 | 834.30 | 21,766 | 863.50 | 22,528 |
| | 3 | 944.50 | 24,641 | 977.60 | 25,505 |
| | 4 | 1,054.40 | 27,509 | 1,091.30 | 28,471 |
| | 5 | 1,114.20 | 29,069 | 1,153.20 | 30,086 |
| | 6 | 1,173.70 | 30,621 | 1,214.80 | 31,693 |
| | 7 | 1,235.10 | 32,223 | 1,278.30 | 33,350 |
| L2 | 1 | 1,340.80 | 34,981 | 1,387.70 | 36,204 |
| | 2 | 1,418.10 | 36,997 | 1,467.70 | 38,291 |
| | 3 | 1,495.00 | 39,004 | 1,547.30 | 40,368 |
| | 4 | 1,572.30 | 41,020 | 1,627.30 | 42,455 |
| | 5 | 1,649.60 | 43,037 | 1,707.30 | 44,542 |
| | 6 | 1,726.50 | 45,043 | 1,786.90 | 46,619 |
| L3 | 1 | 1,815.50 | 47,365 | 1,879.00 | 49,022 |
| | 2 | 1,872.30 | 48,847 | 1,937.80 | 50,556 |
| | 3 | 1,929.20 | 50,331 | 1,996.70 | 52,093 |
| | 4 | 1,985.90 | 51,811 | 2,055.40 | 53,624 |
| L4 | 1 | 2,116.80 | 55,226 | 2,190.90 | 57,159 |
| | 2 | 2,172.30 | 56,674 | 2,248.30 | 58,657 |
| | 3 | 2,227.80 | 58,122 | 2,305.80 | 60,157 |
| | 4 | 2,283.40 | 59,572 | 2,363.30 | 61,657 |
| L5 | 1 | 2,389.60 | 62,343 | 2,473.20 | 64,524 |
| | 2 | 2,448.20 | 63,872 | 2,533.90 | 66,108 |
| | 3 | 2,506.80 | 65,401 | 2,594.50 | 67,689 |
| | 4 | 2,565.00 | 66,919 | 2,654.80 | 69,262 |
| L6 | 1 | 2,651.60 | 69,178 | 2,744.40 | 71,599 |
| | 2 | 2,703.40 | 70,530 | 2,798.00 | 72,998 |
| | 3 | 2,754.90 | 71,873 | 2,851.30 | 74,388 |
| | 4 | 2,806.40 | 73,217 | 2,904.60 | 75,779 |

**HEALTH SERVICE DISTRICTS
TECHNICAL STREAM**

| Classification Level | Pay Point | Wage Rate payable from the first pay period commencing on or after 01/04/2000 | | Wage Rate payable from the first pay period commencing on or after 01/04/2001 | |
|---------------------------|--------------|--|-----------------|--|-----------------|
| | | Per Fortnight \$ | Per Annum \$ | Per Fortnight \$ | Per Annum \$ |
| L1 (Age 21) | 1 | 724.20 | 18,894 | 749.50 | 19,554 |
| | 2 | 834.30 | 21,766 | 863.50 | 22,528 |
| | 3 | 944.50 | 24,641 | 977.60 | 25,505 |
| | 4 | 1,054.40 | 27,509 | 1,091.30 | 28,471 |
| | 5 | 1,114.20 | 29,069 | 1,153.20 | 30,086 |
| | 6 | 1,173.70 | 30,621 | 1,214.80 | 31,693 |
| | 7 | 1,235.10 | 32,223 | 1,278.30 | 33,350 |
| L2 | 1 | 1,258.10 | 32,823 | 1,302.10 | 33,971 |
| | 2 | 1,306.90 | 34,096 | 1,352.60 | 35,288 |
| | 3 | 1,355.50 | 35,364 | 1,402.90 | 36,601 |
| | 4 | 1,404.00 | 36,629 | 1,453.10 | 37,910 |
| | 5 | 1,452.70 | 37,900 | 1,503.50 | 39,225 |
| | 6 | 1,501.40 | 39,170 | 1,553.90 | 40,540 |
| L3 | 1 | 1,593.60 | 41,576 | 1,649.40 | 43,032 |
| | 2 | 1,638.00 | 42,734 | 1,695.30 | 44,229 |
| | 3 | 1,682.30 | 43,890 | 1,741.20 | 45,427 |
| | 4 | 1,726.50 | 45,043 | 1,786.90 | 46,619 |
| L4 | 1 | 1,815.50 | 47,365 | 1,879.00 | 49,022 |
| | 2 | 1,875.10 | 48,920 | 1,940.70 | 50,632 |
| | 3 | 1,934.80 | 50,478 | 2,002.50 | 52,244 |
| L5 | 1 | 2,016.90 | 52,620 | 2,087.50 | 54,461 |
| | 2 | 2,078.00 | 54,214 | 2,150.70 | 56,110 |
| | 3 | 2,139.00 | 55,805 | 2,213.90 | 57,759 |
| | 4 | 2,199.80 | 57,391 | 2,276.80 | 59,400 |
| L6 | 1 | 2,272.60 | 59,291 | 2,352.10 | 61,365 |
| | 2 | 2,331.30 | 60,822 | 2,412.90 | 62,951 |
| | 3 | 2,389.60 | 62,343 | 2,473.20 | 64,524 |

**HEALTH SERVICE DISTRICTS
OPERATIONAL STREAM**

| Classification Level | Pay Point | Wage Rate payable from the first pay period commencing on or after 01/04/2000 | | Wage Rate payable from the first pay period commencing on or after 01/04/2001 | |
|-------------------------|--------------|--|-----------------|--|-----------------|
| | | Per Fortnight \$ | Per Annum \$ | Per Fortnight \$ | Per Annum \$ |
| L1 | 1 | 562.80 | 14,683 | 582.50 | 15,197 |
| | 2 | 644.60 | 16,817 | 667.20 | 17,407 |
| | 3 | 726.50 | 18,954 | 751.90 | 19,617 |
| | 4 | 808.30 | 21,088 | 836.60 | 21,826 |
| | 5 | 890.10 | 23,222 | 921.30 | 24,036 |
| | 6 | 972.30 | 25,367 | 1,006.30 | 26,254 |
| L2 (Age 21) | 1 | 994.90 | 25,956 | 1,029.70 | 26,864 |
| | 2 | 1,033.00 | 26,950 | 1,069.20 | 27,895 |
| | 3 | 1,071.40 | 27,952 | 1,108.90 | 28,930 |
| | 4 | 1,109.40 | 28,943 | 1,148.20 | 29,956 |
| L3 | 1 | 1,131.90 | 29,530 | 1,171.50 | 30,564 |
| | 2 | 1,161.20 | 30,295 | 1,201.80 | 31,354 |
| | 3 | 1,190.60 | 31,062 | 1,232.30 | 32,150 |
| | 4 | 1,221.00 | 31,855 | 1,263.70 | 32,969 |
| L4 | 1 | 1,278.30 | 33,350 | 1,323.00 | 34,516 |
| | 2 | 1,321.30 | 34,472 | 1,367.50 | 35,677 |
| | 3 | 1,364.30 | 35,594 | 1,412.10 | 36,841 |
| | 4 | 1,407.10 | 36,710 | 1,456.30 | 37,994 |
| L5 | 1 | 1,445.30 | 37,707 | 1,495.90 | 39,027 |
| | 2 | 1,494.70 | 38,996 | 1,547.00 | 40,360 |
| | 3 | 1,544.40 | 40,292 | 1,598.50 | 41,704 |
| | 4 | 1,593.60 | 41,576 | 1,649.40 | 43,032 |
| L6 | 1 | 1,665.80 | 43,460 | 1,724.10 | 44,981 |
| | 2 | 1,710.80 | 44,634 | 1,770.70 | 46,196 |
| | 3 | 1,756.40 | 45,823 | 1,817.90 | 47,428 |
| L7 | 1 | 1,842.50 | 48,070 | 1,907.00 | 49,752 |
| | 2 | 1,888.50 | 49,270 | 1,954.60 | 50,994 |
| | 3 | 1,934.80 | 50,478 | 2,002.50 | 52,244 |
| L8 | 1 | 1,962.40 | 51,198 | 2,031.10 | 52,990 |
| | 2 | 2,016.90 | 52,620 | 2,087.50 | 54,461 |
| | 3 | 2,131.50 | 55,609 | 2,206.10 | 57,556 |
| L9 | 1 | 2,182.20 | 56,932 | 2,258.60 | 58,925 |
| | 2 | 2,232.80 | 58,252 | 2,310.90 | 60,290 |
| | 3 | 2,283.40 | 59,572 | 2,363.30 | 61,657 |
| L10 | 1 | 2,389.60 | 62,343 | 2,473.20 | 64,524 |
| | 2 | 2,448.20 | 63,872 | 2,533.90 | 66,108 |
| | 3 | 2,506.80 | 65,401 | 2,594.50 | 67,689 |
| | 4 | 2,565.00 | 66,919 | 2,654.80 | 69,262 |

**HEALTH SERVICE DISTRICTS
DENTAL STREAM**

| Classification Level | Pay Point | Wage Rate payable from the first pay period commencing on or after 01/04/2000 | | Wage Rate payable from the first pay period commencing on or after 01/04/2001 | |
|---|--------------|--|-----------------|--|-----------------|
| | | Per Fortnight \$ | Per Annum \$ | Per Fortnight \$ | Per Annum \$ |
| Dental Officer | DO1 | 2,172.30 | 56,674 | 2,248.30 | 58,657 |
| | DO2 | 2,227.90 | 58,124 | 2,305.90 | 60,159 |
| | DO3 | 2,283.30 | 59,570 | 2,363.20 | 61,654 |
| | DO4 | 2,389.60 | 62,343 | 2,473.20 | 64,524 |
| | DO5 | 2,448.20 | 63,872 | 2,533.90 | 66,108 |
| | DO6 | 2,506.90 | 65,403 | 2,594.60 | 67,691 |
| | DO7 | 2,565.00 | 66,919 | 2,654.80 | 69,262 |
| | DO8 | 2,627.20 | 68,542 | 2,719.20 | 70,942 |
| | DO9 | 2,689.40 | 70,165 | 2,783.50 | 72,620 |
| | DO10 | 2,776.10 | 72,427 | 2,873.30 | 74,962 |
| | DO11 | 2,869.30 | 74,858 | 2,969.70 | 77,477 |
| | DO12 | 2,962.30 | 77,284 | 3,066.00 | 79,990 |
| | DO13 | 3,055.40 | 79,713 | 3,162.30 | 82,502 |
| | DO14 | 3,173.00 | 82,781 | 3,284.10 | 85,680 |
| | DO15 | 3,297.50 | 86,029 | 3,412.90 | 89,040 |
| Dental Specialist | DS1 | 3,173.00 | 82,781 | 3,284.10 | 85,680 |
| | DS2 | 3,297.50 | 86,029 | 3,412.90 | 89,040 |
| | DS3 | 3,422.00 | 89,278 | 3,541.80 | 92,403 |
| | DS4 | 3,546.40 | 92,523 | 3,670.50 | 95,761 |
| | DS5 | 3,670.80 | 95,769 | 3,799.30 | 99,121 |
| Senior Dental Specialist | SDS1 | 3,795.30 | 99,017 | 3,928.10 | 102,481 |
| | SDS2 | 3,919.70 | 102,262 | 4,056.90 | 105,842 |

HEALTH SERVICE DISTRICTS
SENIOR MEDICAL OFFICERS' AND RESIDENT MEDICAL OFFICERS' AWARD

| Classification Title | Level | Wage Rate payable from the first pay period commencing on or after 01/04/2000 | | Wage Rate payable from the first pay period commencing on or after 01/04/2001 | |
|---|-------|--|-----------------|--|-----------------|
| | | Per Fortnight \$ | Per Annum \$ | Per Fortnight \$ | Per Annum \$ |
| Resident Medical Officer | RMO1 | 1,558.50 | 40,660 | 1,613.00 | 42,082 |
| | RMO2 | 1,692.90 | 44,167 | 1,752.20 | 45,714 |
| | RMO3 | 1,816.00 | 47,378 | 1,879.60 | 49,037 |
| Registrar and Principal House Officer | Reg 1 | 2,260.20 | 58,967 | 2,339.30 | 61,031 |
| | Reg 2 | 2,320.50 | 60,540 | 2,401.70 | 62,659 |
| | Reg 3 | 2,414.00 | 62,980 | 2,498.50 | 65,184 |
| | Reg 4 | 2,488.60 | 64,926 | 2,575.70 | 67,198 |
| RMO - Registered as Specialist - Not Appointed | SREG1 | 2,699.70 | 70,433 | 2,794.20 | 72,899 |
| Senior Registrar | SREG2 | 2,989.70 | 77,999 | 3,094.30 | 80,728 |
| | SREG3 | 3,013.60 | 78,623 | 3,119.10 | 81,375 |
| | SREG4 | 3,038.10 | 79,262 | 3,144.40 | 82,035 |
| Medical Officer Gen Practitioner | C1-1 | 3,325.80 | 86,768 | 3,442.20 | 89,805 |
| | C1-2 | 3,429.90 | 89,484 | 3,549.90 | 92,614 |
| Medical Officer Gen Practitioner with FRACGP | C1-1 | 3,325.80 | 86,768 | 3,442.20 | 89,805 |
| | C1-2 | 3,429.90 | 89,484 | 3,549.90 | 92,614 |
| | C1-3 | 3,533.30 | 92,181 | 3,657.00 | 95,409 |
| | C1-4 | 3,638.20 | 94,918 | 3,765.50 | 98,239 |
| | C1-5 | 3,742.00 | 97,626 | 3,873.00 | 101,044 |
| Staff Specialists | MO1-1 | 3,429.90 | 89,484 | 3,549.90 | 92,614 |
| | MO1-2 | 3,638.20 | 94,918 | 3,765.50 | 98,239 |
| | MO1-3 | 3,742.00 | 97,626 | 3,873.00 | 101,044 |
| | MO1-4 | 3,858.50 | 100,666 | 3,993.50 | 104,188 |
| | MO1-5 | 4,062.40 | 105,985 | 4,204.60 | 109,695 |
| | MO1-6 | 4,196.20 | 109,476 | 4,343.10 | 113,308 |
| | MO1-7 | 4,328.10 | 112,917 | 4,479.60 | 116,870 |
| Senior Staff Specialists | MO2-1 | 4,461.90 | 116,408 | 4,618.10 | 120,483 |
| | MO2-2 | 4,593.70 | 119,846 | 4,754.50 | 124,042 |
| Directors Allowance Senior Medical Officers | | | 8,116 | | 8,400 |
| | | | | 5,736 | 5,937 |
| | | | | 3,355 | 3,472 |

HEALTH SERVICE DISTRICTS
SENIOR MEDICAL OFFICERS' AND RESIDENT MEDICAL OFFICERS' AWARD (CONT.)

| Classification Title | Level | Wage Rate payable from the first pay period commencing on or after 01/04/2000 | | Wage Rate payable from the first pay period commencing on or after 01/04/2001 | |
|--|---------|--|-----------------|--|-----------------|
| | | Per Fortnight \$ | Per Annum \$ | Per Fortnight \$ | Per Annum \$ |
| Medical | MS-1 | 3,429.90 | 89,484 | 3,549.90 | 92,614 |
| Superintendents/ | MS-2 | 3,533.30 | 92,181 | 3,657.00 | 95,409 |
| Deputy and | MS-3 | 3,638.20 | 94,918 | 3,765.50 | 98,239 |
| Assistant Medical | MS-4 | 3,742.00 | 97,626 | 3,873.00 | 101,044 |
| Superintendents | MS-5 | 3,858.50 | 100,666 | 3,993.50 | 104,188 |
| | MS-6 | 4,062.40 | 105,985 | 4,204.60 | 109,695 |
| | MS-7 | 4,196.20 | 109,476 | 4,343.10 | 113,308 |
| | MS-8 | 4,328.10 | 112,917 | 4,479.60 | 116,870 |
| | MS-9 | 4,461.90 | 116,408 | 4,618.10 | 120,483 |
| | MS-10 | 4,593.70 | 119,846 | 4,754.50 | 124,042 |
| | MS-11 | 4,707.50 | 122,815 | 4,872.30 | 127,115 |
| | MS-12 | 4,774.70 | 124,569 | 4,941.80 | 128,928 |
| | MS-13 | 4,907.40 | 128,031 | 5,079.20 | 132,513 |
| Medical Officers with Right of Private Practice | MOR 1-1 | 2,995.90 | 78,161 | 3,100.80 | 80,898 |
| | MOR 1-2 | 3,090.10 | 80,619 | 3,198.30 | 83,441 |
| | MOR 1-3 | 3,180.30 | 82,972 | 3,291.60 | 85,876 |
| Medical Supers with Right of Private Practice | MSR 1-1 | 2,995.90 | 78,161 | 3,100.80 | 80,898 |
| | MSR 1-2 | 3,090.10 | 80,619 | 3,198.30 | 83,441 |
| | MSR 1-3 | 3,180.30 | 82,972 | 3,291.60 | 85,876 |
| | MSR 1-4 | 3,274.40 | 85,427 | 3,389.00 | 88,417 |
| Senior Medical Superintendents with Right of Private Practice | MSR 2-1 | 3,368.10 | 87,871 | 3,486.00 | 90,947 |
| | MSR 2-2 | 3,472.60 | 90,598 | 3,594.10 | 93,768 |

**HEALTH SERVICE DISTRICTS
BUILDING AND ENGINEERING SERVICES**

| Classification Level | Wage Rate payable from the first pay period commencing on or after 01/04/2000 | | Wage Rate payable from the first pay period commencing on or after 01/04/2001 | |
|-------------------------|--|-----------------|--|-----------------|
| | Per Week \$ | Per Annum \$ | Per Week \$ | Per Annum \$ |
| HBEA4 | 818.50 | 42,708 | 847.10 | 44,200 |
| HBEA5 | 788.30 | 41,132 | 815.90 | 42,573 |
| HBEA6 | 758.00 | 39,551 | 784.50 | 40,934 |
| HBEA7 | 697.30 | 36,384 | 721.70 | 37,657 |
| HBEA8 | 666.90 | 34,798 | 690.20 | 36,014 |
| HBEA9 | 636.60 | 33,217 | 658.90 | 34,380 |
| HBEA10 | 606.40 | 31,641 | 627.60 | 32,747 |
| HBEA11 | 562.10 | 29,330 | 581.80 | 30,358 |
| HBEA12 | 533.20 | 27,822 | 551.90 | 28,797 |
| HBEA13 | 502.10 | 26,199 | 519.70 | 27,117 |

Clause 3(a) Leading Hand Allowance

**In charge of not more than one (1)
person**

| | | | |
|--------------|-----|--------------|-----|
| 11.80 | 616 | 12.20 | 637 |
|--------------|-----|--------------|-----|

**In charge of two (2) and not more
than five (5) persons**

| | | | |
|--------------|-------|--------------|-------|
| 26.10 | 1,362 | 27.00 | 1,409 |
|--------------|-------|--------------|-------|

**In charge of six (6) and not more
than ten (10) persons**

| | | | |
|--------------|-------|--------------|-------|
| 33.10 | 1,727 | 34.30 | 1,790 |
|--------------|-------|--------------|-------|

**In charge of more than ten (10)
persons**

| | | | |
|--------------|-------|--------------|-------|
| 44.30 | 2,312 | 45.90 | 2,395 |
|--------------|-------|--------------|-------|

Clause 3(b) Leading Hand Plumber Allowance

**In charge of less than two (2)
persons**

| | | | |
|--------------|-------|--------------|-------|
| 19.30 | 1,007 | 20.00 | 1,044 |
|--------------|-------|--------------|-------|

**In charge of two (2) and not more
than four (4) persons**

| | | | |
|--------------|-------|--------------|-------|
| 27.70 | 1,445 | 28.70 | 1,498 |
|--------------|-------|--------------|-------|

**In charge of more than four (4)
persons**

| | | | |
|--------------|-------|--------------|-------|
| 39.00 | 2,035 | 40.40 | 2,108 |
|--------------|-------|--------------|-------|

**HEALTH SERVICE DISTRICTS
FURNITURE AND ALLIED TRADES AWARD - STATE**

| Classification Level | Wage Rate payable from the first pay period commencing on or after 01/04/2000 | | Wage Rate payable from the first pay period commencing on or after 01/04/2001 | |
|-----------------------------|--|-----------|--|-----------|
| | Per Week | Per Annum | Per Week | Per Annum |
| | \$ | \$ | \$ | \$ |
| Upholsterer | 529.40 | 27,623 | 547.90 | 28,589 |
| All Purpose Allowance | 1.90 | 99 | 2.00 | 104 |
| Tradespersons Allowance | 9.10 | 475 | 9.40 | 490 |
| Service Incremental Payment | 25.80 | 1,346 | 26.70 | 1,393 |

**CORPORATE OFFICE
ADMINISTRATIVE STREAM**

| Classification Level | Pay Point | Wage Rate payable from the first pay period commencing on or after 01/04/2000 | | Wage Rate payable from the first pay period commencing on or after 01/04/2001 | |
|----------------------|-----------|---|-----------------|---|-----------------|
| | | Per Fortnight \$ | Per Annum \$ | Per Fortnight \$ | Per Annum \$ |
| L1 | 1 | 709.40 | 18,508 | 734.20 | 19,155 |
| | 2 | 776.60 | 20,261 | 803.80 | 20,971 |
| | 3 | 843.90 | 22,017 | 873.40 | 22,786 |
| L2 (age 21) | 1 | 996.60 | 26,001 | 1,031.50 | 26,911 |
| | 2 | 1,031.50 | 26,911 | 1,067.60 | 27,853 |
| | 3 | 1,066.80 | 27,832 | 1,104.10 | 28,805 |
| | 4 | 1,101.90 | 28,748 | 1,140.50 | 29,755 |
| | 5 | 1,137.00 | 29,664 | 1,176.80 | 30,702 |
| | 6 | 1,172.10 | 30,579 | 1,213.10 | 31,649 |
| | 7 | 1,207.80 | 31,511 | 1,250.10 | 32,614 |
| | 8 | 1,244.80 | 32,476 | 1,288.40 | 33,613 |
| L3 | 1 | 1,331.50 | 34,738 | 1,378.10 | 35,954 |
| | 2 | 1,382.90 | 36,079 | 1,431.30 | 37,342 |
| | 3 | 1,434.10 | 37,415 | 1,484.30 | 38,724 |
| | 4 | 1,485.20 | 38,748 | 1,537.20 | 40,104 |
| L4 | 1 | 1,574.50 | 41,078 | 1,629.60 | 42,515 |
| | 2 | 1,626.60 | 42,437 | 1,683.50 | 43,921 |
| | 3 | 1,678.90 | 43,801 | 1,737.70 | 45,335 |
| | 4 | 1,731.20 | 45,166 | 1,791.80 | 46,747 |
| L5 | 1 | 1,824.50 | 47,600 | 1,888.40 | 49,267 |
| | 2 | 1,877.60 | 48,985 | 1,943.30 | 50,699 |
| | 3 | 1,930.20 | 50,358 | 1,997.80 | 52,121 |
| | 4 | 1,983.10 | 51,738 | 2,052.50 | 53,548 |
| L6 | 1 | 2,093.40 | 54,615 | 2,166.70 | 56,528 |
| | 2 | 2,142.30 | 55,891 | 2,217.30 | 57,848 |
| | 3 | 2,191.10 | 57,164 | 2,267.80 | 59,165 |
| | 4 | 2,239.80 | 58,435 | 2,318.20 | 60,480 |
| L7 | 1 | 2,342.60 | 61,117 | 2,424.60 | 63,256 |
| | 2 | 2,399.10 | 62,591 | 2,483.10 | 64,782 |
| | 3 | 2,455.50 | 64,062 | 2,541.40 | 66,303 |
| | 4 | 2,511.80 | 65,531 | 2,599.70 | 67,824 |
| L8 | 1 | 2,595.50 | 67,715 | 2,686.30 | 70,084 |
| | 2 | 2,645.10 | 69,009 | 2,737.70 | 71,425 |
| | 3 | 2,695.00 | 70,311 | 2,789.30 | 72,771 |
| | 4 | 2,744.80 | 71,610 | 2,840.90 | 74,117 |

**CORPORATE OFFICE
PROFESSIONAL STREAM**

| Classification Level | Pay Point | Wage Rate payable from the first pay period commencing on or after 01/04/2000 | | Wage Rate payable from the first pay period commencing on or after 01/04/2001 | |
|---------------------------|--------------|--|-----------------|--|-----------------|
| | | Per Fortnight \$ | Per Annum \$ | Per Fortnight \$ | Per Annum \$ |
| L1 (age 21) | 1 | 735.70 | 19,194 | 761.40 | 19,864 |
| | 2 | 841.80 | 21,962 | 871.30 | 22,732 |
| | 3 | 948.20 | 24,738 | 981.40 | 25,604 |
| | 4 | 1,054.10 | 27,501 | 1,091.00 | 28,463 |
| | 5 | 1,111.60 | 29,001 | 1,150.50 | 30,016 |
| | 6 | 1,169.30 | 30,506 | 1,210.20 | 31,573 |
| | 7 | 1,228.30 | 32,045 | 1,271.30 | 33,167 |
| L2 | 1 | 1,330.00 | 34,699 | 1,376.60 | 35,915 |
| | 2 | 1,404.60 | 36,645 | 1,453.80 | 37,929 |
| | 3 | 1,479.10 | 38,589 | 1,530.90 | 39,940 |
| | 4 | 1,553.70 | 40,535 | 1,608.10 | 41,954 |
| | 5 | 1,628.20 | 42,479 | 1,685.20 | 43,966 |
| | 6 | 1,702.30 | 44,412 | 1,761.90 | 45,967 |
| L3 | 1 | 1,788.40 | 46,658 | 1,851.00 | 48,291 |
| | 2 | 1,843.20 | 48,088 | 1,907.70 | 49,771 |
| | 3 | 1,898.00 | 49,517 | 1,964.40 | 51,250 |
| | 4 | 1,952.80 | 50,947 | 2,021.10 | 52,729 |
| L4 | 1 | 2,079.20 | 54,245 | 2,152.00 | 56,144 |
| | 2 | 2,132.80 | 55,643 | 2,207.40 | 57,590 |
| | 3 | 2,186.20 | 57,036 | 2,262.70 | 59,032 |
| | 4 | 2,239.80 | 58,435 | 2,318.20 | 60,480 |
| L5 | 1 | 2,342.60 | 61,117 | 2,424.60 | 63,256 |
| | 2 | 2,399.10 | 62,591 | 2,483.10 | 64,782 |
| | 3 | 2,455.50 | 64,062 | 2,541.40 | 66,303 |
| | 4 | 2,511.80 | 65,531 | 2,599.70 | 67,824 |
| L6 | 1 | 2,595.50 | 67,715 | 2,686.30 | 70,084 |
| | 2 | 2,645.10 | 69,009 | 2,737.70 | 71,425 |
| | 3 | 2,695.00 | 70,311 | 2,789.30 | 72,771 |
| | 4 | 2,744.80 | 71,610 | 2,840.90 | 74,117 |

**CORPORATE OFFICE
TECHNICAL STREAM**

| Classification Level | Pay Point | Wage Rate payable from the first pay period commencing on or after 01/04/2000 | | Wage Rate payable from the first pay period commencing on or after 01/04/2001 | |
|---------------------------|--------------|--|-----------------|--|--------|
| | | Per Fortnight \$ | Per Annum \$ | Per Annum \$ | |
| L1 (age 21) | 1 | 735.70 | 19,194 | 761.40 | 19,864 |
| | 2 | 841.80 | 21,962 | 871.30 | 22,732 |
| | 3 | 948.20 | 24,738 | 981.40 | 25,604 |
| | 4 | 1,054.10 | 27,501 | 1,091.00 | 28,463 |
| | 5 | 1,111.60 | 29,001 | 1,150.50 | 30,016 |
| | 6 | 1,169.30 | 30,506 | 1,210.20 | 31,573 |
| | 7 | 1,228.30 | 32,045 | 1,271.30 | 33,167 |
| L2 | 1 | 1,250.50 | 32,625 | 1,294.30 | 33,767 |
| | 2 | 1,297.40 | 33,848 | 1,342.80 | 35,033 |
| | 3 | 1,344.40 | 35,074 | 1,391.50 | 36,303 |
| | 4 | 1,391.30 | 36,298 | 1,440.00 | 37,569 |
| | 5 | 1,438.20 | 37,522 | 1,488.50 | 38,834 |
| | 6 | 1,485.20 | 38,748 | 1,537.20 | 40,104 |
| L3 | 1 | 1,574.50 | 41,078 | 1,629.60 | 42,515 |
| | 2 | 1,617.10 | 42,189 | 1,673.70 | 43,666 |
| | 3 | 1,659.60 | 43,298 | 1,717.70 | 44,814 |
| | 4 | 1,702.30 | 44,412 | 1,761.90 | 45,967 |
| L4 | 1 | 1,788.40 | 46,658 | 1,851.00 | 48,291 |
| | 2 | 1,846.10 | 48,163 | 1,910.70 | 49,849 |
| | 3 | 1,903.50 | 49,661 | 1,970.10 | 51,399 |
| L5 | 1 | 1,983.10 | 51,738 | 2,052.50 | 53,548 |
| | 2 | 2,041.90 | 53,272 | 2,113.40 | 55,137 |
| | 3 | 2,100.60 | 54,803 | 2,174.10 | 56,721 |
| | 4 | 2,159.50 | 56,340 | 2,235.10 | 58,312 |
| L6 | 1 | 2,229.60 | 58,169 | 2,307.60 | 60,204 |
| | 2 | 2,286.00 | 59,640 | 2,366.00 | 61,727 |
| | 3 | 2,342.60 | 61,117 | 2,424.60 | 63,256 |

**CORPORATE OFFICE
OPERATIONAL STREAM**

| Classification Level | Pay Point | Wage Rate payable from the first pay period commencing on or after 01/04/2000 | | Wage Rate payable from the first pay period commencing on or after 01/04/2001 | |
|-------------------------|--------------|--|-----------------|--|-----------------|
| | | Per Fortnight \$ | Per Annum \$ | Per Fortnight \$ | Per Annum \$ |
| L1 | 1 | 580.00 | 15,132 | 600.30 | 15,661 |
| | 2 | 658.80 | 17,188 | 681.90 | 17,790 |
| | 3 | 737.80 | 19,249 | 763.60 | 19,922 |
| | 4 | 816.80 | 21,310 | 845.40 | 22,056 |
| | 5 | 895.80 | 23,371 | 927.20 | 24,190 |
| | 6 | 974.90 | 25,434 | 1,009.00 | 26,324 |
| L2 (age 21) | 1 | 996.60 | 26,001 | 1,031.50 | 26,911 |
| | 2 | 1,033.40 | 26,961 | 1,069.60 | 27,905 |
| | 3 | 1,070.40 | 27,926 | 1,107.90 | 28,904 |
| | 4 | 1,107.00 | 28,881 | 1,145.70 | 29,891 |
| L3 | 1 | 1,128.80 | 29,450 | 1,168.30 | 30,480 |
| | 2 | 1,157.20 | 30,191 | 1,197.70 | 31,247 |
| | 3 | 1,185.50 | 30,929 | 1,227.00 | 32,012 |
| | 4 | 1,214.70 | 31,691 | 1,257.20 | 32,799 |
| L4 | 1 | 1,269.90 | 33,131 | 1,314.30 | 34,289 |
| | 2 | 1,311.40 | 34,214 | 1,357.30 | 35,411 |
| | 3 | 1,352.90 | 35,296 | 1,400.30 | 36,533 |
| | 4 | 1,394.10 | 36,371 | 1,442.90 | 37,644 |
| L5 | 1 | 1,431.00 | 37,334 | 1,481.10 | 38,641 |
| | 2 | 1,478.80 | 38,581 | 1,530.60 | 39,932 |
| | 3 | 1,526.70 | 39,831 | 1,580.10 | 41,224 |
| | 4 | 1,574.50 | 41,078 | 1,629.60 | 42,515 |
| L6 | 1 | 1,643.70 | 42,883 | 1,701.20 | 44,383 |
| | 2 | 1,687.40 | 44,023 | 1,746.50 | 45,565 |
| | 3 | 1,731.20 | 45,166 | 1,791.80 | 46,747 |
| L7 | 1 | 1,814.40 | 47,336 | 1,877.90 | 48,993 |
| | 2 | 1,859.00 | 48,500 | 1,924.10 | 50,198 |
| | 3 | 1,903.50 | 49,661 | 1,970.10 | 51,399 |

**CORPORATE OFFICE
NURSING STREAM**

| Classification Level | Pay Point | Wage Rate payable from the first pay period commencing on or after 01/04/2000 | | Wage Rate payable from the first pay period commencing on or after 01/04/2001 | |
|--|--------------|--|-----------------|--|-----------------|
| | | Per Fortnight \$ | Per Annum \$ | Per Fortnight \$ | Per Annum \$ |
| L1 | 1 | 1,207.60 | 31,505 | 1,249.90 | 32,609 |
| | 2 | 1,266.20 | 33,034 | 1,310.50 | 34,190 |
| | 3 | 1,324.70 | 34,560 | 1,371.10 | 35,771 |
| | 4 | 1,383.10 | 36,084 | 1,431.50 | 37,347 |
| | 5 | 1,441.60 | 37,610 | 1,492.10 | 38,928 |
| | 6 | 1,500.00 | 39,134 | 1,552.50 | 40,504 |
| | 7 | 1,558.60 | 40,663 | 1,613.20 | 42,087 |
| | 8 | 1,616.90 | 42,184 | 1,673.50 | 43,660 |
| L2 | 1 | 1,675.60 | 43,715 | 1,734.20 | 45,244 |
| | 2 | 1,714.30 | 44,725 | 1,774.30 | 46,290 |
| | 3 | 1,753.50 | 45,748 | 1,814.90 | 47,349 |
| | 4 | 1,792.70 | 46,770 | 1,855.40 | 48,406 |
| L3 | 1 | 1,874.90 | 48,915 | 1,940.50 | 50,626 |
| | 2 | 1,919.00 | 50,065 | 1,986.20 | 51,819 |
| | 3 | 1,963.00 | 51,213 | 2,031.70 | 53,006 |
| | 4 | 2,007.40 | 52,372 | 2,077.70 | 54,206 |
| L4 – Nursing Studies Officer | | 2,401.80 | 62,661 | 2,485.90 | 64,855 |
| L5 - Senior Nursing Studies Officer | | 2,767.60 | 72,205 | 2,864.50 | 74,733 |

**CORPORATE OFFICE
PUBLIC SERVICE MEDICAL OFFICERS' AWARD - STATE**

| Classification Level | Pay Point | Wage Rate payable from the first pay period commencing on or after 01/04/2000 | | Wage Rate payable from the first pay period commencing on or after 01/04/2001 | |
|-------------------------|--------------|--|-----------------|--|-----------------|
| | | Per Fortnight \$ | Per Annum \$ | Per Fortnight \$ | Per Annum \$ |
| L1 | | 2,804.70 | 73,173 | 2,902.90 | 75,735 |
| L2 | | 3,011.70 | 78,573 | 3,117.10 | 81,323 |
| L3 | | 3,246.00 | 84,686 | 3,359.60 | 87,650 |
| L4 | | 3,346.70 | 87,313 | 3,463.80 | 90,368 |
| L5 | | 3,446.40 | 89,914 | 3,567.00 | 93,061 |
| L6 | | 3,547.30 | 92,547 | 3,671.50 | 95,787 |
| L7 | | 3,647.70 | 95,166 | 3,775.40 | 98,498 |
| L8 | | 3,760.20 | 98,101 | 3,891.80 | 101,534 |
| L9 | | 3,956.80 | 103,230 | 4,095.30 | 106,844 |
| L10 | | 4,086.30 | 106,609 | 4,229.30 | 110,339 |
| L11 | | 4,213.30 | 109,922 | 4,360.80 | 113,770 |
| L12 | | 4,469.90 | 116,617 | 4,626.30 | 120,697 |
| L13 | | 4,579.80 | 119,484 | 4,740.10 | 123,666 |
| L14 | | 4,772.60 | 124,514 | 4,939.60 | 128,871 |

SCHEDULE 4:**SPECIAL LEAVE WITHOUT SALARY TO UNDERTAKE WORK WITH RELEVANT UNION**

| CATEGORY | CONDITIONS OF APPROVAL | ENTITLEMENT |
|---|---|--|
| The chief executive may grant special leave without salary to an officer for any purpose. | <p data-bbox="576 338 979 360">Subject to departmental convenience.</p> <p data-bbox="576 398 1038 488">Where the special leave without salary approved exceeds twelve (12) months the officer may be deployed-</p> <ul data-bbox="576 524 1038 887" style="list-style-type: none"> <li data-bbox="576 524 1038 613">• In the same manner as the officer was employed prior to the commencement of the leave; or <li data-bbox="576 649 1038 887">• Where departmental convenience requires, in a different job role or different location provided that the placement is at the same classification and within the same department or sub-department as applied before the officer took leave. | For any minimum or maximum period determined by the chief executive. |
| | <p data-bbox="576 922 1038 1072">The chief executive shall determine whether accrued recreation leave or long service leave should be taken prior to commencement of any such leave without salary.</p> | |

SCHEDULE 5:**OUTSTANDING MATTERS FROM EB3****(1) GENERAL MATTERS**

- **Review of Employment Practices (CI 4.4 EB3)**

The employer commits to a review of employment practices against specific funding of programs (eg Oral Health, Home and Community Care (HACC)). The aim of this review is to maximise permanent employment in line with the employer's stated employment practices.

The employer will examine all casual and temporary engagements to ensure their proper use. Any dispute that may arise will be referred to the Single Bargaining Unit for resolution.

The parties commit to rectify any engagement identified as falling outside of the above-mentioned employment arrangements.

The parties are committed to the completion of this project within two (2) months of the signing of EB4.

(2) NURSING WORKFORCE ISSUES

- **Registered Nurses – Level 4 (CI 7.2 EB3)**

The parties to this agreement acknowledge that the role and function of Assistant Director of Nursing (ADON) has been extended in some facilities.

The parties to this agreement, agree during the life of this agreement to:

- (i) Review the role and function of ADONs in the following facilities:
 - Gold Coast Hospital;
 - Logan Hospital;
 - Mackay Hospital;
 - Mater Misericordiae Public Hospitals;
 - Nambour Hospital;
 - Princess Alexandra Hospital;
 - Queen Elizabeth II Hospital;
 - Rockhampton Hospital;
 - Royal Brisbane Hospital;
 - The Prince Charles Hospital;
 - Toowoomba Hospital; and
 - Townsville Hospital.
- (ii) Develop agreed criteria which will be used to establish eligibility for advancement to a new pay rate at Level 4.
- (iii) Review a list of positions provided by the Queensland Nurses' Union which they assert are eligible for advancement to the new pay rate at Level 4.
- (iv) Introduce a new Level 4 pay rate for ADONs where they are independently managing the total service of nursing within a division as identified as a result of the review. For the initial agreed list of positions, this is to take effect from 1 November 1998. Any additional positions identified and agreed after the initial round shall be paid from the date of agreement.
- (v) The new Level 4 pay rate shall be \$1184.10 per week prior to EB3 and amended accordingly through EB3 and EB4.
- (vi) The parties agree that where divisional structures are in place, nursing representation in management teams is appropriate. The implementation of Clause 7.2 should not be used to limit such nursing representation.

The parties are committed to completing this review within three (3) months of the signing of EB4.

(3) ADMINISTRATIVE WORKFORCE ISSUES

- **Administrative Staff (CI 7.6.1 & 8.5 EB3)**

7.6.1 Arrangements

The parties to this agreement will review the current banding arrangements for levels AO2 and AO3 in conjunction with the Department of Employment, Training and Industrial Relations during the life of the agreement. Any agreed outcome will be implemented as soon as practicable

8.5 Administrative Staff

The parties to this agreement acknowledge that a number of key issues need to be examined for administrative staff to enhance their career opportunities. These issues are:

- develop and enhance agreed opportunities for in-house relief in AO3 positions;
- review the selection process, in conjunction with the Office of the Public Service, where a person's existing position is upgraded from AO2 to AO3; and
- review opportunities for in-house relief for administrative positions higher than AO3.

The parties agree that this will occur as soon as practicable during the life of the agreement.

(4) MENTAL HEALTH WORKFORCE ISSUES

- **Mental Health (CI 8.6 EB3)**

The employer will undertake a study (or ensure a study is undertaken) to establish a viable and practical network of allied health mentors in mental health with particular emphasis on support for rural allied health practitioners. The findings of the study will be referred to the Single Bargaining Unit.

The study will occur in a consultative manner and implementation of the outcomes will commence during the life of the agreement.

The parties are committed to completing this review by 31 January 2001

(5) RURAL AND REMOTE INCENTIVES

- **Review of Accommodation Assistance Arrangements (CI 6.1.4 EB3)**

The parties agree to review the accommodation assistance arrangements over the life of the agreement. Particular attention will be made to the relative level of commercial rents applicable in the rural and remote centres generally and the implications of shared commercial rental arrangements. The parties will develop appropriate Terms of Reference for such a review as a matter of urgency.

The parties will further monitor the expenditure associated with the accommodation assistance provided herein, and Queensland Health is committed to ensuring any surplus expenditure will be dedicated to improving accommodation assistance in a manner agreed to by the relevant parties to this agreement.

(6) APPEAL RIGHTS (CL 1.6.8 EB3)

The parties to this agreement are committed to maintaining appeal rights for all Queensland Health employees who previously had access to appeal rights. Further, the parties will explore the appropriate mechanism to give effect to this commitment.

SCHEDULE 6:**MATTERS PRESERVED FROM PREVIOUS ENTERPRISE AGREEMENT**

The provisions contained within the following clause have been preserved from the *Queensland Health Certified Agreement (No 3) 1998* (EB3):

- **Unlimited Hours – Directors of Nursing and Assistant Directors of Nursing”(CI 7.4 EB3)**

Directors of Nursing and Assistant Directors of Nursing are not subject to the limitation of hours as outlined in their relevant Awards. Directors of Nursing and Assistant Directors of Nursing perform such hours as may, from time to time, be reasonably required.

It is recognised that Directors of Nursing and Assistant Directors of Nursing should work hours which:

- are not set by a static roster for starting and finishing times;
- may include broken periods of work; and
- allow for regular relief from the workplace for 2 days per week, 13 Accumulated Days Off and annual leave.

The ‘usual’ hours of work for Director of Nursing and Assistant Director of Nursing positions are an average of 38 hours per week, 76 hours per fortnight or 152 hours in a 4 week period.

However, in order to perform the job effectively, the employee may be required to work additional hours as appropriate.

By the nature of this arrangement, it infers flexibility in the performance of work. This flexibility includes the option of available time off at mutually convenient times. This can be in the form of time off during the week (for example an afternoon off) or as a more formal accumulated day off arrangement.

The arrangement that applies in each centre should be clearly documented and be mindful of such issues as provision of public health services, flexibility for the Director of Nursing or Assistant Director of Nursing to have uninterrupted time free from duty and rostering of relievers. The period over which the hours are averaged is a matter for mutual agreement on a case by case basis.

The salary specified in the Award is deemed to cover payment for the overall performance of the job and overtime will not be payable.

- **Higher Duties (CI7.6.2 EB3)**

The current requirement for administrative staff in Health Service Districts who are subject to the current Preservation Clause (Clause 1.8.1(f) under *the District Health Services Employees Award – State* and all staff in corporate office and the Queensland Health Rights Commission will cease to apply.

These employees will be entitled to the payment of recreation leave at the rate they were receiving immediately prior to commencing such leave. This will ensure the same arrangements apply to them as outlined in the *District Health Services Employees Award – State*. These arrangements took effect from 1st March 1999.

- **Aboriginal and Torres Strait Islander Health Workers (CI 7.9 EB3)**

Aboriginal and Torres Strait Islander Health Workers in the Cape York District Health Service and the Torres Strait and Northern Peninsula Area Health Service District (and additional sites as agreed between the parties) who do not qualify for an entitlement in accordance with Clause 6.1 (EB3) and who do not receive locality allowance shall be paid an additional fifty dollars (\$50) per fortnight.

- **Directors of Nursing (CI 8.4 EB3)**

The parties acknowledge the legitimate role of the Director of Nursing in the employer’s facilities.

In order to provide efficient and effective training and development for Directors of Nursing, the parties agree that:

- i. Directors of Nursing in conjunction with the relevant District Manager will develop (within six (6) months of the certification of this agreement), an individual comprehensive Professional Development Training Program; and
 - ii. Training and development undertaken by Directors of Nursing will be aligned to the Training Program developed; and
 - iii. Access for Directors of Nursing to the Study and Research Assistance Scheme and Conference Leave is a priority within District Health Services.
- **Accommodation Assistance (CL6.1 EB3)**

Subject to the review provided for at Schedule 5(5) of this agreement, the following provisions are preserved:

6.1 ACCOMMODATION ASSISTANCE

6.1.1 Accommodation assistance will be provided to new employees (appointed or transferred) as an incentive to attract such employees to a Centre or Facility listed below (or as agreed between the parties) upon the following criteria:

- (i) The new employee has been appointed to the Centre or Facility and will be required to relocate their residence to take up the appointment, that is the employee will have been recruited (appointed or transferred) from outside the locality and it is not practicable to commute to and from the new locality of employment; and
- (ii) The new employee has been appointed to the Centre or Facility at or after 1st November 1998 or has less than seventeen (17) months service as at 1st November 1998; and
- (iii) Any existing employee as at 1st November 1998 who satisfies point (i) above shall have an entitlement to accommodation assistance from 1st November 1998 up to a period of seventeen (17) months from the commencement of duty at the Centre or Facility.

Notwithstanding the above, the District Manager has the discretion to extend the period of accommodation assistance, having regard to recruitment and retention issues.

6.1.2 Accommodation assistance to an eligible employee will be either of the following:

- (i) where Queensland Health accommodation is provided the accommodation charge (usually referred to as Board) shall be waived for up to seventeen (17) months from the date of commencing duty at the Centre or Facility; or
- (ii) where commercial rental accommodation is accessed an amount of seventy-five dollars (\$75) per week shall be paid for up to seventeen (17) months from the date of commencing duty at the Centre or Facility.

6.1.3 The rental subsidy is not payable when an employee declines an offer of free Queensland Health accommodation provided the accommodation is of a reasonable standard with appropriate security measures.

6.1.4 The parties agree to review the accommodation assistance arrangements over the life of the agreement. Particular attention will be made to the relative level of commercial rents applicable in the rural and remote centres generally and the implications of shared commercial rental arrangements. The parties will develop appropriate Terms of Reference for such a review as a matter of urgency.

The parties will further monitor the expenditure associated with the accommodation assistance provided herein, and Queensland Health is committed to ensuring any surplus expenditure will be dedicated to improving accommodation assistance in a manner agreed to by the relevant parties to this agreement.

ACCOMMODATION ASSISTANCE SITES**Facility Name**

Alpha Hospital
 Aramac Hospital
 Augathella Hospital
 Aurukun Community Hospital
 Badu Island Health Centre
 Bamaga Community Health Centre
 Bamaga Hospital
 Barcaldine Hospital
 Bedourie Clinic
 Blackall Hospital
 Boigu Island Health Centre
 Bollon (Bush Nurse)
 Boulia Primary Health Centre
 Burketown Aboriginal Health
 Burketown Hospital
 Camooweal Aboriginal Health
 Camooweal Home & Community Care
 Camooweal Hospital (Outpatients)
 Charleville Community Health
 Charleville Hospital
 Charleville Hostel
 Cherbourg Aboriginal Health Programs
 Cherbourg Hospital
 Chillagoe Clinic
 Cloncurry Aboriginal & Islander Health
 Cloncurry Dental Health Clinic
 Cloncurry Hospital
 Coconut Island Health Centre
 Coen
 Cooktown Community Health
 Cooktown Hospital
 Cracow Outpatients Clinic
 Croydon Hospital
 Cunnamulla Community Health
 Cunnamulla Hospital
 Dajarra Aboriginal Health
 Dajarra Hospital (Outpatients)
 Darnley Island Health Centre
 Dirranbandi Hospital
 Doomadgee Aboriginal & Islander Health
 Doomadgee Hospital
 Duaun Island Clinic
 Flying Surgeon Service (Longreach)
 Forsyth Community Hospital
 Georgetown Community Hospital
 Hopevale Community Hospital
 Horn Island Health Centre
 Hughenden Aboriginal Health
 Hughenden Child Health
 Hughenden Dental Health Clinic
 Hughenden Hospital
 Injinoo Community Health
 Injune Hospital
 Isisford Primary Health Centre

Julia Creek Hospital
Jundah Primary Health Centre
Karumba Hospital (Outpatients)
Kowanyama Community Hospital
Kubin Community Health Centre
Laura Community Health Centre
Lockhart River Community Hospital
Longreach Community Health Clinic
Longreach Hospital
Mabuig Clinic
Mabulag Island Health Centre
Malakoola Primary Health Care Centre (Naprunum)
Mapoon Community Health
Meandarra
Mitchell Hospital
Moonie
Mornington Island Aboriginal Health
Mornington Island Hospital
Morven Hospital
Mount Isa Aboriginal Health
Mount Isa Aged Care Assessment Team
Mount Isa AIDS
Mount Isa Alcohol & Drug
Mount Isa Base Hospital
Mount Isa Child Health
Mount Isa Community Medicine Services
Mount Isa Community Mental Health
Mount Isa Dental Health Clinic
Mount Isa Home & Community Care
Mungindi Hospital
Murray Island Primary Health Centre
Muttaborra Primary Health Centre
Normanton Aboriginal & Islander Health
Normanton Hospital
Ogmore Outpatients
Palm Island Aboriginal Health
Palm Island Hospital
Pormpuraaw Community Hospital
Quilpie Hospital
Richmond Child Health
Richmond Hospital
Sabai Island Primary Health Centre
Seisia Community Health Centre
St George Community Health
St George Hospital
St Pauls Health Centre
Stephen Island Primary Health Centre
Surat Hospital
Tambo Primary Health Centre
Taroom Hospital
Texas Community Health Services
Texas Hospital
Thargomindah Hospital
Thursday Island Community Health
Thursday Island Hospital
Umagico Community Health
Wandoan Hospital
Waroon Nursing Home - Charleville

Warraber Island Primary Health Centre
Weipa Community Health Centre
Weipa Hospital
Windorah Clinic
Winton Hospital
Woorabinda Hospital
Wujal Wujal Community Health Centre
Yam Island Primary Health Centre
Yaraka Clinic
Yarrabah Community Health Centre
Yarrabah Hospital
Yorke Island Primary Health Centre

SCHEDULE 7:**ADMINISTRATIVE OFFICER REMUNERATION**

From 1 January 2003 the following remuneration shall be paid for employees that meet the requirements outlined in clause 10.1.1 of this agreement.

- Certificate III (AQF III) AO2 an additional \$41.50 per fortnight
- Certificate IV (AQF IV) AO3 an additional \$42.80 per fortnight
- Diploma (AQF V) AO4 an additional \$44.60 per fortnight

SCHEDULE 8:**ENTITLEMENT TO LONG SERVICE LEAVE FOR CASUAL EMPLOYEES**

Subject to relevant approval and other procedures, casual employees' entitlements to long service leave are as follows:

| DATE | ENTITLEMENT |
|----------------------|--|
| Prior to 23.6.90 | NO ENTITLEMENT – Service does not count |
| 23.6.90 to 30.3.94 | Service counts provided a least 32 hours are worked every 4 weeks |
| From 30.3.94 onwards | Service counts provided there is no break between casual engagements of more than 3 months |

Casual nurses:

Casual nurses were entitled to accrue Long Service Leave prior to 1 June 1984. However, casual nurses employed on or after 1 June 1984, are not entitled to accrue Long Service Leave during the period 1 June 1984 to 22 June 1990.

This agreement is certified under the *Industrial Relations Act 1999*, chapter 6 part 1.

D A SWAN, Commissioner.

Filed on the fifth day of October 2000, certified by the commission and given Register No CA576 of 2000, in the Certified Agreements Register.

Dated this twenty-fifth day of October 2000.

E.C. EWALD,
Registrar.

Operative date: 1 April 2000