

Human Resources Policy

Aggregate and Concurrent Employment

Policy Number: C47 (QH-POL-301)

Publication date: July 2014

Purpose: To outline the arrangements for employees engaged in either aggregate or concurrent employment within Queensland Health.

Application: This policy applies to all Queensland Health employees, including employees working for:

- the Department of Health
- non-prescribed Hospital and Health Services
- prescribed Hospital and Health Services.

This policy does not apply to employees working for the Queensland Ambulance Service.

Delegation: The 'delegate' is as listed in the Department of Health Human Resource (HR) Delegations Manual and the Hospital and Health Services Human Resource (HR) Delegations Manual – HRM Functions of the Director-General, as amended from time to time.

Related policy or documents:

- Allowances HR Policy C15 (QH-POL-099)
- Determining Salary Levels HR Policy C59 (QH-POL-123)
- Separation of Employment HR Policy H1 (QH-POL-227)
- Queensland Government Standard Practice No.16 Concurrent Employment

Policy subject:

| | | |
|----------|---|----------|
| 1 | Policy statement | 2 |
| 2 | Aggregate employment | 2 |
| 3 | Concurrent employment | 2 |
| | 3.1 Combining part-time and casual employment types | 3 |
| | History: | 3 |

SCHEDULE ONE Practical application

1 Policy statement

Employees may be engaged in more than one role within Queensland Health, providing the total hours of engagement do not exceed the equivalent of one full-time equivalent (FTE) role.

A number of factors are used to determine whether an employee who has a combination of work roles within Queensland Health is under an aggregate or concurrent employment arrangement. For example, the occupation, pay classification and award for each role is considered.

2 Aggregate employment

An employee is in an aggregate employment arrangement when the employee has one engagement with a single health employer within Queensland Health, which is split across multiple locations/work sites or cost centres.

To be deemed aggregate employment each of the following criteria are to be satisfied:

- employed performing the **same** job, e.g. registered nurse
- employed under the **same** award, classification level and pay point
- employed under the **same** employment status, e.g. part-time or casual, but not a combination of these
- in receipt of the **same** annual leave loading and/or accrual rates, e.g. 5 weeks per annum
- the show holiday or locally gazetted public holiday is the **same** for each separate work location
- employed by the **same** employer, e.g. the Department of Health or Sunshine Coast HHS, but not a combination of these.

Example 1

An employee is appointed by Metro North Hospital and Health Service as a permanent registered nurse grade 5 split between two positions. The employee performs 60% of their work (0.6 FTE) in the Emergency Department at Redcliffe Hospital and 40% of their work (0.4 FTE) in the Intensive Care Unit at The Prince Charles Hospital each fortnight. This is aggregate employment.

Example 2

An employee is a permanent registered nurse grade 5 split between two positions. The employee performs 60% of their work (0.6 FTE) for the Royal Brisbane and Women's Hospital, Metro North Hospital and Health Service and 40% of their work (0.4 FTE) for the Royal Children's Hospital, Children's Health Queensland Hospital and Health Service. This is not aggregate employment as the health employer is not the same..

3 Concurrent employment

An employee is in a concurrent employment arrangement when the employee has multiple engagements with Queensland Health at the same time and each engagement is with a different health employer(s) or attracts a differing employment condition/entitlement to another engagement.

A concurrent employment arrangement exists when one or more of the following criteria applies:

- employed performing **different** jobs, e.g. registered nurse and administrative officer
- employed under **different** awards or classification levels or pay points
- employed under **different** employment status, e.g. part-time, casual

- in receipt of **different** annual leave loading and/or accrual rates, e.g. five weeks per annum and six weeks per annum
- the show holiday or locally gazetted public holiday is **different** for each separate engagement
- employed by **different** health employers, e.g. the Department of Health and the Sunshine Coast HHS.

Example 1

An employee is appointed under two different contracts of employment. One engagement is as a permanent part-time registered nurse for three days per week (0.6 FTE) with Metro North HHS at the Royal Brisbane and Women’s Hospital. The other engagement is as a temporary part-time AO5 Project Officer for two days per week (0.4 FTE) with the Department of Health in Brisbane CBD.

Example 2

An employee is a permanent administrative officer located at Ipswich Hospital. The employee works five days per fortnight as a Ward Clerk for the medical ward, Ipswich Hospital, West Moreton Hospital and Health Service. The employee also works five days per fortnight for the Pathology Unit, Health Services Queensland (HSQ) as an administrative officer for the Department of Health. Although the employee has the same job in the same location, as they are employed by two different health employers they will be engaged under a concurrent employment arrangement.

3.1 Combining part-time and casual employment types

The total ordinary hours per week an individual can be engaged to work are non-restrictive for employees engaged on a part-time or casual basis, on condition the total ordinary hours worked per week does not exceed the one FTE.

Example

An employee is employed as an OO2 Operational Services Officer - Food Services for 16 hours per week, and also works on a casual basis as an OO2 Operational Services Officer – Domestic Services. The employee is asked to do an additional shift in food services (due to another employee being sick).

When the employee is called in and the work falls under the same contract provisions (i.e. food services) the employee is paid ordinary rates up to the maximum allowable part-time hours under the award (and in this case it is 64 hours per fortnight) until overtime provisions are applied. If the employee was requested to assist in another area (i.e. portering) the employee is to be paid at casual rates for this shift. It is important that managers and employees monitor the number of hours worked in a part-time and casual capacity.

History:

| | |
|---------------------|--|
| July 2014 | <ul style="list-style-type: none"> • Amended to reflect the new definitions of aggregate and concurrent employment under the prescribed employment framework. |
| May 2014 | <ul style="list-style-type: none"> • Policy reviewed as part of the Queensland Ambulance Service (QAS) HR Policy Integration project. • Policy not applicable to QAS employees. |
| January 2014 | <ul style="list-style-type: none"> • Policy formatted as part of the HR Policy Simplification project. • Policy amended to reflect updated naming conventions, remove duplication and update |

| | |
|----------------------|--|
| | <p>legislative references.</p> <ul style="list-style-type: none"> • Incorporated content from Engagement in more than one position in Queensland Health HR Policy C57. |
| December 2010 | <ul style="list-style-type: none"> • Amended to reflect updated aggregate and concurrent employment arrangements following union consultation and system reconfigurations. |
| March 2010 | <ul style="list-style-type: none"> • Implemented to align with new payroll and rostering systems. |
| October 2008 | <ul style="list-style-type: none"> • Developed to provide guidance on the treatment of aggregate and concurrent employment arrangements in Queensland Health following release of the whole-of-government Standard Practice No. 16. |
| Previous | <ul style="list-style-type: none"> • Engagement in more than one position in Queensland Health HR Policy C57 |

Managing the risk of psychosocial hazards
Code of Practice 2022
applies 1 April 2023

Aggregate and Concurrent Employment– Schedule One Practical application

The following information is provided as the minimum mandatory standard practice, procedure or process to enable satisfactory compliance with this Queensland Health HR policy.

Local guidelines/procedures may be developed to facilitate implementation of this policy. Any local guidelines/procedures must be consistent with this policy and schedule and ensure employee entitlements continue to be met.

1 Principles for multiple engagements

The following principles apply when employees are engaged in more than one position:

- Engagements are to be considered collectively for the purpose of determining the appropriate employment conditions for each engagement
- It is inappropriate that an individual be engaged in more than one position within Queensland Health when, as a consequence of the engagements, the hours of duty are conflicting, rendering it impractical for the individual to fulfil their employment obligations
- For the purpose of fulfilling the obligations of employment, matters such as the requirement to undertake rostered overtime and/or on-call are also to be considered.

2 Payslip (pay advice)

Employees who are engaged in aggregate employment will receive one payslip that combines all salary, taxation, salary sacrifice, allowances, disbursements, superannuation details and leave accruals.

Employees who are engaged in concurrent employment will receive a payslip for **each separate** engagement. Each payslip will detail salary, taxation, allowances, superannuation, deductions, wages earned and leave accruals applicable to the respective engagement.

3 Payment summary

Employees who are engaged in either aggregate or concurrent employment within Queensland Health will receive one payment summary at the end of each financial year.

4 Increments

Employees who are engaged in aggregate employment will have their ordinary hours worked in each location/work site recognised for salary increment calculation purposes. This is in accordance with Determining Salary Levels HR Policy C59.

Employees who are engaged in concurrent employment under **different awards** and **different streams**, e.g. administration and nursing are entitled to progress to the next pay point for each separate engagement, according to the relevant award provisions.

Employees who are engaged in concurrent employment within Queensland Health under **different awards**, but the **same stream** and **classification level** will have their ordinary hours in each engagement combined for the purpose of salary increments (refer to the following examples).

Example 1

| Award | Position Title | Classification | FTE | Hrs per annum | Increment due |
|--|-----------------|----------------|-----|----------------|---------------|
| Hospital and Health Service Employees' Award | Finance Officer | AO3 | 0.5 | 988 + 942.5 | 12 months |
| Public Service Award | HR Officer | PSAO3 | 0.5 | =1930.5 | |

Employees who are engaged in concurrent employment within Queensland Health, under the **same award** and **same stream**, but **different classification levels**, e.g. clinical nurse grade 6 and registered nurse grade 5, will have the ordinary hours in the higher classification level engagement recognised toward increments for lower level classification engagements. Ordinary hours in lower classification level engagements do not count towards increments in higher classification level engagements.

Employees who are engaged in concurrent employment within Queensland Health, under **different awards** and **different classification levels**, but the **same stream**, e.g. PSAO3 and AO2 will have the ordinary hours in the higher classification level engagement recognised toward increments for lower level classification engagements. Hours worked in lower classification level engagements do not count towards increments in higher classification level engagements.

5 Allowances

Employees who are engaged in either aggregate or concurrent employment will have allowances paid in accordance with the appropriate awards and agreements and other relevant industrial instruments for the work performed in each location/work site/engagement. Please refer to Allowances HR Policy C15 or the award for relevant allowances, e.g. foul linen, clinical coder, locality, on-call.

6 Superannuation

Employees who are engaged in aggregate employment will have employer and employee superannuation contributions based on their total fortnightly salary, i.e. the combined salary worked across each location/work site.

Employees who are engaged in concurrent employment will have employer and employee superannuation contributions calculated and paid based on each separate engagement.

7 Taxation

Employees who are engaged in either aggregate or concurrent employment will have their fortnightly earnings treated as one total wage and taxed as per Australian Taxation Office (ATO) prescribed rates.

This is because the Department is the payer in respect of all engagements within Queensland Health regardless of whether or not the employee is engaged with more than health employer.

Employees who are engaged in concurrent employment will have their tax value split against each engagement based on the earnings of the respective engagements.

8 Employee initiated deductions

Employees who are engaged in aggregate employment will have all employee initiated fortnightly deductions, e.g. garnishees, salary sacrifice, etc processed from their combined fortnightly salary.

Employees who are engaged in concurrent employment will have all employee initiated fortnightly deductions, e.g. garnishees, salary sacrifice, etc processed from a nominated engagement. Nomination is made through the concurrent employment deduction and fixed deposit notification form located on the Payroll and Rostering Intranet Site (PARIS).

If a new employee commences with Queensland Health and a concurrent employment arrangement simultaneously, deductions will be processed from the engagement with the highest hours. If the engagements are of equal hours, the deductions will be processed from the engagement they performed duties in first.

It is the sole responsibility for employees who are engaged in concurrent employment to ensure there is sufficient money available in the nominated engagement for deductions to be processed. If there is insufficient money, some or all deductions will not be processed.

9 Leave

9.1 Leave balances

Employees who are engaged in aggregate employment will have a singular leave balance.

Employees who are engaged in concurrent employment will have a leave balance for each individual and separate engagement they hold. Even though they will be displayed separately, sick, recreational, long service and accrued day off (ADO) leave balances will be combined when accessed. This will allow leave to be transferred when a particular balance has become exhausted. Leave will accrue as per the individual engagement's award conditions, but will be paid at the rate of the engagement it is taken against.

9.2 Application for leave

Employees who are engaged in either aggregate or concurrent employment are required to complete leave application forms and have them authorised by the respective line manager/supervisor for each relevant location/worksite/engagement. Employees with multiple line managers/supervisors will require multiple leave application forms to be submitted.

9.3 Recreation leave accrual

Employees who are engaged in aggregate employment accrue recreation leave as per their award. Recreation leave accrued under aggregate employment will appear under one leave balance on the employee's payslip.

Employees who are engaged in concurrent employment will accrue recreation leave as per award conditions for each engagement. Recreation leave accrued under each engagement will appear on the payslip of the respective engagement.

9.4 Sick leave

Employees who are engaged in aggregate employment are to comply with legislative provisions, industrial instruments and agency specific policies and guidelines for providing a medical certificate as per Sick Leave HR Policy C64. The total of consecutive sick leave taken across separate

locations/work sites is to be considered in determining whether a medical certificate is required.

Employees who are engaged in concurrent employment are to comply with legislative provisions, industrial instruments and agency specific policies and guidelines for providing a medical certificate as per Sick Leave HR Policy C64 for each of their separate engagements.

Example – aggregate

An employee is engaged under provisions requiring a medical certificate to be provided for absences greater than three days. The employee is employed two days in one location/work site and two days in another location/work site and takes sick leave for four days. The application for sick leave is to be accompanied by a medical certificate as the employee has exceeded three days' absence in total.

Example – concurrent

Both engagements come under the same award provisions and the requirement is to provide a medical certificate for absences greater than three days. The employee is employed two days in one engagement and two days in another engagement and takes sick leave for the full four days. The employee is not required to obtain a medical certificate as they have not exceeded three days' absence in any one engagement.

9.5 Leave without pay

Employees who are engaged in either aggregate or concurrent employment can request leave without pay in one or more of their locations/work sites/engagements providing the leave is authorised by relevant delegated authority. This request is to be processed in accordance with departmental guidelines.

9.6 Time off in lieu (TOIL)

Employees who are engaged in aggregate employment and participate in TOIL arrangements in each location/work site can negotiate with the respective line manager/supervisor as to when this time can be utilised.

Employees who are engaged in concurrent employment and participate in TOIL arrangements are to take TOIL against the engagement in which the hours were accumulated. TOIL hours are not transferable between engagements.

9.7 Accrued day off (ADO)

Employees who are engaged in either aggregate or concurrent employment, when their contracted engagements total one full-time equivalent (1.0 FTE) and who participate in an ADO arrangement across all engagements, can negotiate with the respective line manager/supervisor as to when this time can be utilised.

Employees engaged in concurrent employment, will accrue ADO hours proportionately between their engagements. All engagements held, excluding casual positions, are to have an ADO entitlement assigned against them. When one individual engagement has an ADO entitlement and another individual engagement does not, no entitlement will exist.

10 Workers' compensation (WorkCover)

Employees who are engaged in either aggregate or concurrent employment can apply for worker's compensation irrespective of which location/work site/engagement the work-related injury occurred. The completion of the appropriate documentation is to be undertaken by the employee and the line manager/supervisor of the location/worksite/engagement in which the injury occurred.

When an employee sustains an injury in one engagement it may affect the employee's ability to perform duties in another engagement. The employee is responsible for communicating with their line manager/supervisor at their other engagement to advise of any absences that may result from the work-related injury.

Employees are encouraged to contact their local Occupational Health and Workplace Safety unit for specific case related advice.

Workers' compensation claims for employees are managed on an individual basis, in close association with WorkCover and the relevant agency representative.

Employees with multiple line managers/supervisors will be required to submit multiple attendance variation and allowance claim (AVAC) forms.

11 Fatigue

Employees who are engaged in either aggregate or concurrent employment have responsibility for notifying their line manager/supervisor of their employment arrangements before making themselves available for on-call or overtime that may entitle them to fatigue leave/pay on their next rostered shift in their other location/worksites/engagement.

Employees who are engaged in concurrent employment and perform overtime or on-call arrangements that can entitle them to fatigue leave/pay in their next separate engagement are to ensure they complete an AVAC form and have their respective line manager/supervisor approve fatigue leave/pay for processing.

12 Compliance with award requirements

In the interest of workplace health and safety/duty of care to the employee, line managers/supervisors need to be aware of the employee's rostered shifts across all locations/worksites/engagements to ensure hours worked and/or shift arrangements comply with the relevant award, e.g. breaks between shifts. It is the responsibility of the employee to communicate with their respective line managers/supervisors and advise them of their rostered shifts.

Employees who are engaged in aggregate employment will have their engagements combined together when applying award requirements.

Employees who are engaged in concurrent employment will have award requirements applied to each individual and separate engagement and positions will be regarded as stand-alone.

13 Separation of employment

Employees who are engaged in aggregate employment and separate from Queensland Health are to complete a separation advice form or provide another equivalent form of written notification, e.g. formal letter.

Employees who are engaged in concurrent employment and who wish to separate from one or more engagements are to complete a separation advice form or provide another equivalent form of written notification, e.g. formal letter, for each applicable engagement.

Both aggregate and concurrent employees are to follow the process as per Separation of Employment HR Policy H1.

Upon separation from one concurrent engagement the accrued recreation leave balance from that engagement will be paid out as a cash equivalent, or if notification is received in writing, transferred to the employee's remaining engagement. Notification is made through the separation advice form.

Upon separation from one concurrent engagement any TOIL balance from that engagement can either be paid out as a cash equivalent or transferred to the employee's remaining engagement. TOIL can only be transferred to another engagement when the same entitlement applies. The employee is to discuss transferring any TOIL balance with the line manager/supervisor of their other engagement to seek their agreement. For TOIL to be paid out as a cash equivalent, notification in writing and signed by an appropriate delegate is to be submitted to the local Payroll Services unit.

Upon separation from one concurrent engagement any accrued sick leave is transferred to the employee's remaining engagement. No cash entitlement exists.

Upon separation from one concurrent engagement, when there is an entitlement to a cash equivalent for long service leave upon separation, the long service leave accrued whilst in the relevant engagement can either be paid out as a cash equivalent to the employee or if notification is received, transferred to the employee's remaining engagement. Notification is made through the separation advice form. The period(s) of service that do not overlap with other service are transferred to the employee's remaining engagement and recognised towards the qualifying period for taking long service leave.

Managing the risk of psychosocial hazards at work
Code of Practice 2022
applies 1 April 2023