

Proposed Queensland Public Health Sector Certified Agreement (No. 9) 2016 (EB9)

Summary of the proposed agreement

The table below outlines some of the main features of the proposed EB9. Please note, this is not an exhaustive list and reference should be made to the full copy of the proposed agreement.

Part 1		Preliminary Matters
Clause 1.3	Parties Bound	<ul style="list-style-type: none"> Queensland Mental Health Commission Office of the Health Ombudsman Director-General, Queensland Health department Queensland Services, Industrial Union of Employees Queensland Nurses and Midwives' Union of Employees The Australian Workers' Union of Employees, Queensland Together Queensland, Industrial Union of Employees Transport Workers' Union of Australia, Union of Employees (Queensland Branch) United Voice, Industrial Union of Employees, Queensland
Clause 1.4	Application	<p>EB9 will cover administration, operational, professional and technical stream employees who were employed from 1 September 2016 by the parties bound (listed in clause 1.3).</p> <p>This means EB9 will apply to all Hospital and Health Services in Queensland and their administration, operational, professional and technical employees, and the Queensland Ambulance Service and their administration, operational, professional and technical employees (excluding service officers).</p>
Clause 1.5	Date and Period of Operation	EB9 will operate from the date of certification and have a nominal expiry date of 31 August 2019. The entitlements in EB9 will be applied retrospectively from 1 September 2016.
Clause 1.6	Renewal or Replacement of Agreement	<p>Negotiations for a replacement agreement will commence at least five months prior to the nominal expiration date (31 August 2019) of EB9.</p> <p>Upon certification of EB9 the <i>Queensland Public Health Sector Certified Agreement (No. 8) 2011</i> (EB8) is terminated.</p>
Clause 1.7	Relationship with Awards and Other Conditions	EB9 will replace the <i>Queensland Public Health Sector Certified Agreement (No. 8) 2011</i> (EB8). EB9 will apply to the extent of any inconsistency between the provisions contained in this agreement and the <i>Hospital and Health Service General Employees (Queensland Health) Award – State 2015</i> and the <i>Queensland Public Service Officers and Other Employees Award – State 2015</i> .

Clause 1.9	Objectives of the Agreement	<p>The EB9 objectives are:</p> <ul style="list-style-type: none"> • maintaining and improving the public health system to serve the needs of the Queensland community • maintenance of a stable industrial relations environment • improvement and maintenance of quality health services • a joint approach to a future reform program to identify and implement more flexible and efficient industrial arrangements • collectively striving to achieve quality outcomes for patients • maximising permanent employment • employment security • achieving a skilled, motivated and adaptable workforce • 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 consideration will be given to achieving a balanced workload for employees.
Clause 1.10	Posting of the Agreement	<p>Copies of the EB9 agreement will be placed:</p> <ul style="list-style-type: none"> • in a conspicuous and convenient place at each facility • on the Queensland Health, Queensland Mental Health Commission and Office of the Health Ombudsman intranet and internet site/s.
Clause 1.11	ILO Conventions	Queensland Health accepts obligations made under international labour standards.
Clause 1.13	Co-operative Resolution of Disputes	Outlines the processes set out for dispute resolution arising from the interpretation, application or implementation of EB9.
Clause 1.14	Cultural Respect	The parties recognise the cultural diversity, rights, views and expectations of indigenous Queenslanders in the delivery of culturally appropriate health services.

Part 2 Wage and Salary Related Matters

Clause 2.1	Wage increases	<p>Employees covered by EB9 will receive the following wage increases over the life of the agreement:</p> <ul style="list-style-type: none"> • 2.5% from 1 September 2016 • 2.5% from 1 September 2017 • 2.5% from 1 September 2018.
Clause 2.2.	Minimum Wage Adjustment	<p>Any State Wage Case increase will be compared with the increases prescribed under clause 2.1 of the Agreement.</p> <p>Provided that any annual State Wage Case increase which would provide a higher overall annual wage increase than those prescribed in clause 2.1 will be applied from the operative date of the State Wage Case.</p>
Clause 2.3	Increases to Certain Allowances	Outlines which allowances will be increased by 2.5% from 1 September 2016, 1 September 2017 and 1 September 2017.
Clause 2.5	Salary Sacrificing	Outlines provisions for salary sacrificing.
Clause 2.7	HR Policy Preservation	A range of HR policies are preserved under EB9 as listed in schedule 2. These policies can only be amended by agreement of the parties. The parties agree the policies in schedule 2 will be reviewed within 12 months of the date of certification of the EB9 agreement.

Part 3 Industrial Relations Matters and Consultation		
Clause 3.1	Collective Industrial Relations	Queensland Health is committed to collective agreements with unions.
Clause 3.2	Commitment to Consultation	The parties to this agreement are committed to involving employees and their union representatives in the decision-making processes that may affect the workplace. Employees will be encouraged to participate in the consultation processes by being allowed adequate time to understand, analyse and seek appropriate advice from their union and respond to such information.
Clause 3.3 – 3.5	Consultative Forums	<p>The EB9 Implementation Group for the purposes of implementing EB9 will comprise employer and union representatives who are parties to this agreement. The role of the EB9IG will include EB9 matters referred by the Health Consultative Forums (HCFs) or their equivalent. Industrial relations compliance will be a standing agenda item on the EB9IG agenda.</p> <p>The Public Hospitals Oversight Committee (PHOC) also continues the same function, and has a role of reviewing work practices, workloads, career structure and training matters.</p> <p>The terms of reference of EB9IG will be amended so that EB9IG meetings are scheduled together with PHOC meetings.</p> <p>Improved quarterly reporting on new starters, resignations, and permanent vacancies, temporary and casual employees. Six monthly reporting to unions of current employees.</p>
Part 4 Organisational Change and Restructuring		
Clause 4.1	Organisational Change and Restructuring	Prior to implementation, organisational change must demonstrate clear benefits and follow the agreed change management processes as outlined in the Queensland Health Change Management Guidelines.
Clause 4.2	Replacement of Existing Staff	Outlines a commitment to specified timeframes when replacing permanent employees who leave their position. This clause does not apply where organisational change occurs in accordance with the Organisational Change and Restructuring provisions in clause 4.1.
Part 5 Workload Management		
Clause 5.1.	Workload Management	Outlines the continued commitment towards addressing workload management issues and the parties' commitment to review the Workload Management Tool during the life of the agreement.
Part 6 Employment Security and Contracting		
Clause 6.1	Employment Security	Queensland Health is committed to employment security for its permanent employees.
Clause 6.2	Permanent Employment	The parties are committed to maximising permanent employment where possible. Where employees are engaged on a temporary basis, contracts of employment should reflect the actual duration of the engagement and the reason for the temporary engagement. Recruitment of temporary employees is to be in accordance with HR Policy B1, B25 and B52, and recruitment of casual employees in accordance with HR Policy B26.

Clause 6.3	Permanent Employment for Long Term Temporary and Casual Employees	The parties are committed to maximising permanent employment opportunities for long term temporary employees and long term casual employees and agree to implement whole-of-government Directives on these issues. Where a casual employee is engaged on a regular and systematic basis, consideration may be given by the employer as to providing permanent employment where appropriate.
Clause 6.4	Contracting Out	<p>It is the clear policy of the employer not to contract out or to lease current services unless in specific and limited circumstances.</p> <p>There will be no contracting out, outsourcing or leasing of operational services currently provided by operational service employees.</p> <p>When contracting out occurs due to the existing workforce not having the required skill set to undertake the project or roles required, contracts should include skills and knowledge transfer as part of the contract conditions where there is a requirement for ongoing use of those skills/knowledge.</p>
Clause 6.5	Contracting In	To support the parties commitment to maximising permanent employment, organisational units will bid for work currently outsourced to contractors, unless agreed between the parties and subject to legislative requirements. Improved quarterly reporting on instances of contracted services.
Clause 6.6	Collocation	Collocation of public and private health services will not result in diminution of services or standards in Queensland.
Part 7 Workplace Health and Safety		
Clause 7	Workplace Health and Safety	The parties to EB9 are committed to continuous improvement in workplace health and safety.
Part 8 Training and Development		
Clause 8.1	Targeted Training – Administrative Stream	The targeted training allowance for administration stream employees will be increased by 2.5% per year for every year of EB9.
Clause 8.2	Administrative Employees Training and Development Education Incentive Fund	The Training and Development Education Incentive Fund provides 180 places at a value of \$1,800 per qualification will be available per year of EB9.
Clause 8.3.	Targeted Training – Operational Stream	Outlines the parties' commitment to training and development opportunities for operational stream employees. These allowances will be increased by 2.5% per year of EB9.
Part 9 Employment Conditions		
Clause 9.2	Access to Computers	The employer is committed to ensuring employees have reasonable access to computers for work related matters.
Clause 9.3	Parental Leave	Outlines the provisions for paid parental leave. This provision is in addition to the Commonwealth paid parental leave scheme.
Clause 9.4	Domestic and Family Violence	Outlines the parties' commitment to provide support and assistance to victims of domestic and family violence, and the confidentiality provided when employees utilise this service.

Clause 9.11	Superannuation	Subject to Commonwealth legislation, the employer must comply with superannuation arrangements prescribed in the <i>Superannuation (State Public Sector) Act 1990</i> . Where the employee fails to elect which superannuation fund contributions are to be directed, the employer will direct contributions as per the legislation.
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Clause 9.13	Recognition of Higher Duties Service	All periods of service acting in higher duties will be recognised for the purpose of pay increments at the higher duties rate provided there has been no break in excess of six years.
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Part 10 Equity Considerations

Clause 10.1	Equity	The parties are committed to the principles of equity and merit as prescribed under the <i>Public Service Act 2008</i> , the <i>Anti-Discrimination Act 1991</i> and the <i>Equal Remuneration Principle</i> as outlined in the QIRC State of Policy in 2002.
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Clause 10.3	Allocation of Duties and Work/Life Balance	<p>The parties agree that allocations by managers of rostered hours of work, overtime, higher duties, role allocations and workloads will be fair and reasonable taking into account operational requirements.</p> <p>The parties are committed to ensuring that “work/life” balance policies are promoted, including “Transition to Retirement” initiatives and Flexible Work Arrangements.</p> <p>The parties agree that requests by employees to access work-life balance initiatives will be genuinely and reasonably considered.</p> <p>Where the employer is unable to grant the request, the employee will be provided with reasons for the decision.</p>
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Clause 10.4	Workplace Behaviour	<p>The employer recognises that workplace bullying is a serious workplace issue which is not acceptable and must be eliminated, and will review and develop relevant policies during the life of the agreement to achieve this.</p> <p>The employer is committed to protecting and improving the health and wellbeing of all employees and their immediate family by providing employee assistance.</p>
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Part 11 Recruitment and Retention

Clause 11.1	Exemption from Open Merit for Positions Reclassified from AO2 to AO3	Outlines the provision relating to exemption from Open Merit for positions reclassified from AO2 to AO3.
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Clause 11.2	Base Grade Appointments - Administrative Employees Aged Under 21 Years of Age	Outlines the base grade remuneration for administration employees aged under 21 years of age.
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Clause 11.4	Operational Stream Aged Based Recruitment	Employees aged 18 years of age and over will commence at the OO2 level.
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Clause 11.5	Merit Selection	Outlines merit selection requirements that must be adhered to when advertising vacant positions.
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Part 12 Organisational Improvement

Clause 12.1	Commitment to Service Improvement	Outlines the provision relating to commitment to service improvement.
Clause 12.2	Reviews	<p>The parties will work collaboratively to review the following within 12 months of certification:</p> <ul style="list-style-type: none">• Special cleaning allowance for the handling of clinical waste, biohazards and toxic materials• Home and Community Care workers' resourcing (including footwear and telecommunications) and workplace health and safety• Protected HR policies• The natural justice principles within the relevant HR Policies E10 and E12; and• Queensland Health Change Management Guidelines, to include consideration where change occurs in Aboriginal and Torres Strait Islander health services. <p>The parties will work collaboratively to review the Workload Management Tool during the life of the agreement.</p> <p>The parties agree to undertake a joint review of the following matters:</p> <ul style="list-style-type: none">• The eligibility of clinical assistant's inclusion in the <i>Health Practitioners and Dental Officers (Queensland Health) Certified Agreement (No. 2) 2016</i>.• A holistic and evidence based radiation exposure review• The feasibility of rationalisation of agreements (i.e. EB10 and HPDO3).
Clause 12.3	Operational Services Manual	<p>A working group will be formed to review the Operational Services Manual (OSM) during the life of the agreement for currency, functionality and to consider the changing nature of operational roles.</p> <p>The parties agree to review for increased work value of Dental and Pharmacy Assistant roles, within 18 months of certification.</p>
Clause 12.4	Work Value Assessment	<p>The parties are committed to ensuring that the value of work performed by employees is assessed according to fair, consistent and appropriate processes and structures.</p> <p>The parties agree to establish a working group to explore the opportunities to further develop the database of job evaluation information and a library of standard role descriptions and classification levels that could be recognised as benchmarks.</p>

Part 13 Operational Stream Specific Provisions

Clause 13.1	Arrangements for OO2s Providing Training	This provision is to be applied in instances where OO2 employees are expected to provide defined training to other staff.
Clause 13.2	Workplace Assessors	Outlines the eligibility of operational employees for the targeted training allowance, or alternatively an all purpose allowance, who are registered workplace assessors.
Clause 13.3.	Higher Duties	Employees (including OO2 employees) acting in higher duties in respect to supervisory roles, in the classifications of OO3 – OO6 will be entitled to higher duties if undertaking the role for more than four hours in any one day.

Clause 13.4	Accrued Days Off for operational stream employees	The parties agree that any removal of Accrued Day Off arrangements provided by clause 15.1(g) of the <i>Hospital and Health Service General Employees (Queensland Health) Award – State 2015</i> , requires a vote of affected permanent employees.
Part 14 Administration Stream Specific Provisions		
Clause 14.1	Clinical Coders Allowances	Outlines eligibility requirements for the clinical coders allowances.
Clause 14.2	Access to Flexitime or Rostered Days Off for Administrative Staff	The employer recognises the right of all administration staff to have access to either flexitime or rostered days off.
Part 15 Variable Hours of Work Arrangements		
Clause 15	Variable Hours of Work Arrangements	The parties agree to the variable hours of work arrangements as expressed in schedule 3. However, Queensland Ambulance Service Hours of Work Arrangements contained in schedule 4 continue to apply to Queensland Ambulance Service employees.
Part 16 No Further Claims		
Clause 16	No Further Claims	This agreement is in full and final settlement of all parties' claims for its duration. It is a term of this agreement that no party will pursue any further claims relating to wages or conditions of employment whether dealt with in this agreement or not.
Schedules Workload Management		
1	Wage Rates	Wage rates of employees whose classifications are covered by this Agreement effective 1 September 2016, 1 September 2017 and 1 September 2018.
2	Human Resource Policies	Lists the preserved HR policies which will be reviewed within 12 months of certification of EB9.
3	Queensland Health Variable Working Hours Arrangement	Outlines the Queensland Health Variable Working Hours Arrangement.
4	Queensland Ambulance Service Hours of Work Arrangements	Outlines the Queensland Ambulance Service hours of work arrangements for Ambulance Service employees.
5	Maintenance of PO/TO Entitlements	Outlines the maintenance of PO/TO entitlements.