

## IN-PRINCIPLE AGREEMENT

### EB8 OFFER – WITHOUT PREJUDICE

#### Salaries

- 3% or \$30 pw (whichever is the greater) payable on 1 September, 2011, 1 September, 2012 and 1 September, 2013; and
- \$250 increase in base pay payable from 31 August, 2014.

#### Merit Selection

- Application of relevant public service directives in relation to temporary or casual staff with two years continuous service i.e. QH will consider exercising a discretion to apply a closed merit process where appropriate.
- Establishment of an order of merit for staff up to and including OO4 or its equivalent with three years continuous service in a temporary or casual position for vacancies at level, on the basis of assessment at three years, and preference for those assessed as suitable in vacancies at level vis a vis externals and applicants from lower levels.

#### Commitment to Future Reform Program

- The parties have a goal, through process outlined below, to achieve cashable savings to fund increases in the agreement beyond 2.5% pa.
- joint and proactive participation in a comprehensive work reform program to promote new and effective methods of work that delivers increasingly efficient and effective work practices. This includes matter such as:
  - The removal of barriers that prevent the utilisation of an employee's full skill, competence and training.
  - The development of simplified award/agreement arrangements that are, as a total, cost neutral to Queensland Health, including a commitment to work towards the development of a single salaries and conditions award and associated agreement.
  - The adoption of site specific enterprise flexibility arrangements which allow for adoption of site specific conditions that promote better work outcomes for QH and staff. It is agreed that such arrangements will require majority employee agreement within the workgroup and the consent of the relevant union, noting that nothing detracts from the rights of either party to access the QIRC through the existing dispute settlement process
  - The undertaking of feasibility analysis and options for the development of an "all in" salary rate.
  - A process to identify and eliminate waste and inefficiency in work covered by this agreement. This is not designed to encompass issues around restructuring or job reduction

- The development and rollout of absence management and employee wellbeing arrangements to improve workforce participation.
  - The use of part time, temporary and casual staffing to promote increased participation, without undermining existing commitment to full time employment
- Commitment to a process to identify trial and adopt such initiatives to maximise productivity and efficiency that will lead to over the life of the agreement, cashable savings as outlined above.

### **Aboriginal and Torres Strait Workers**

QH will reclassify those ATSI health workers will transition to an alternative stream, including but not limited to, the existing agreement that meet the following three conditions:

- hold a Diploma in ATSI Primary Health Care; and
- obtain registration as an ATSI health practitioner (in the clinical stream) through AHPRA; and
- have Isolated Practice authorisation.

### **Anaesthetic Technicians**

QH agrees add Anaesthetic Technicians (AT) holding the relevant diploma qualifications as an eligible discipline to schedule 1 of the proposed Health Practitioners Certified Agreement. Employees to be translated from their operation stream pay point to the next highest pay point in the health practitioner classification stream immediately after certification of the agreement.. Employees will have access to all relevant provisions of the health practitioner career structure once translated: i.e. job evaluation, professional development, rural remote; on-call; and higher education incentive.

This is on the basis that the union agrees:

- To cease pursuit of implementation by Queensland Health of any remaining recommendations of the 2008 PHOC review report.
- That there will be no unliateral expansion of ATs current scope of practice as a result of the reclassification.
- Not to pursue reclassification to HP of any other operational officer roles if has coverage during the life of the agreement.

### **Review of classifications**

- Commitment by the parties to review and recognise positions in the following classifications to identify progression opportunities based on demonstrable benefit to QHealth, existing work, required competencies and qualifications and scope of practice (or work) as determined by QHealth:

- Therapy Assistants/Recreational Officers
  - CASS Assistants
  - Dental Assistants
  - Dental Officers
  - Pharmacy Assistants
  - Child Care
- The parties will make recommendations on the review the classification levels and stream allocation within 18 months of certification of the agreement. If agreement can't be reached disputes will be dealt with through the leave reserve clause of the agreement.

### **Transport Allowance**

QH acknowledges the TWU's right to make application to the QIRC to increase the industry allowance to OO2 truck drivers who hold a heavy rigid licence and who drive a truck of six tonnes gross vehicle mass or greater.

We also agree that, to the extent that any application is successful (as a result of either a QIRC recommendation or determination) before EB8 is balloted, the agreement will be amended to include this outcome.

### **Higher Duties**

- Employees acting in higher duties in respect to supervisory roles classified 003 -006 will be entitled to higher duties if undertaking the role for more than four hours in any one day.

### **PHOC**

- Change the Terms of Reference of the Public Hospitals Oversight Committee will be amended to so that the minimum quorum requirements for union representatives is 3.

### **Protocol for Site Visits**

- Representatives authorised under the Industrial Relations Act 1999 by the union are entitled to enter worksites with the exception of private residences during working hours or non-working hours. Such representatives shall give prior notice of the visit to the appropriately delegated officer.
- Union members are entitled to meet with union officials and delegates during working hours, at times contiguous with shift or break start and finish times, and during breaks and non-working hours.
- Members are entitled to meet with union representatives at convenient locations, including places where employees congregate, such as lunch rooms, and in places separate from management scrutiny provided that management has the right to ensure that service delivery is not inappropriately interrupted.
- The employer will not unreasonably refuse requests made by union representatives for employees to be released from duties to meet with union representatives, or to attend meetings pre-arranged for a specific purpose.

- Visits and meetings should be arranged so as to avoid disruption to service delivery or undue effect on work requirements.

### **Other Agreed matters**

- QH confirms its agreement to a range of matters as it outlined in its document “Summary of offer – EB8 negotiations – September 2011 under the heading “Other agreed matters” as outlined below.

#### 1. Job security

Queensland Health agrees that the job security provisions as currently contained in the certified agreement (clause 6.1 of the EB7) will be retained and will continue to apply across the state following health reform (LHHNs).

#### 2. Employment terms and conditions

Unless otherwise agreed between the parties, employment conditions and entitlements contained in the agreement will continue to apply and be enforceable across the state, including following health reforms.

Items agreed by Queensland Health are on the basis that a funding source is available.

#### 3. Consultation

Queensland Health will discuss suitable amendments to the current agreement that facilitate an expeditious organisation change / consultation provision.

#### 4. ILO conventions, collective industrial relations, and union encouragement

Queensland Health agrees to retain clauses 1.13 (ILO conventions) 3.1 (collective industrial relations) and union encouragement (schedule 2).

#### 5. Public Hospitals Oversight Committee (PHOC)

Queensland Health agrees to amend the existing clause 3.5 to reflect a union quorum required for meetings to be 3 representatives.

#### 6. Ordinary working hours

The certified agreement will not restrict staff from applying for a 9 day fortnight or other types of flexible working hours and clause 14.6 will continue.

#### 7. Workplace health and safety

Queensland Health will continue to use training materials to educate employees on workplace health and safety issues.

Queensland Health (and other persons) has overriding statutory and common law obligations in relation to the health and safety of Queensland Health’s employees, including management of the risk associated with work related violence and client aggression. These apply as a matter of law independent of industrial agreements about terms and conditions of employment. The Work Health and Safety Act 2011 makes significant provisions for workforce consultation. Qld Health has a statewide OHS Advisory Committee to which all unions have nominees and receive an invitation to every two months. These matters are able to be more effectively managed through the established workplace health and safety arrangements, and for this purpose will be referred to the Queensland Health Safety and Wellbeing Unit.

8. Work / life balance

Queensland Health will continue to promote work / life balance through its existing policies.

9. Transition to retirement

Queensland Health will promote transition to retirement initiatives to provide relevant employees (aged over 55 years) access to flexible part time arrangements.

10. Parental leave

Existing paid parental leave will be in addition to the Federal paid parental leave scheme.

11. Training and development

Queensland Health will continue training and development incentive fund programs (existing clauses 8.2 and 8.4).

12. Concessional day

Those employees who work over the closure period are entitled to a day in lieu of the concessional day, not charged to any leave account, to be taken at a mutually agreed time within the following 12 months as provided for in HR Policy C32 at clause 8.2.5.

13. X-ray allowance

Operational Stream employees who are required to assist in the taking of X-Rays will be eligible to receive an allowance as contained in HR Policy C15 at clause 7.16. NB. Further discussion on this matter is necessary to clarify some apparent inconsistencies in application of the entitlement at some locations.

14. Travel allowance

Travel allowance is paid when travelling between depots if required to start from secondary depot (HR Policy D3 and DHSE Award part 8).

15. Recognition of higher duties service

All periods of service acting in higher duties in Queensland Health 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.

16. Encouraging higher duties and promotional opportunities

Policy B33 is a policy listed in Schedule 2 of EB7, which encourages and provides arrangements for administrative staff to access opportunities to act in higher duties positions. These arrangements will continue in EB8.

17. Environmental allowance

The environmental allowance is currently paid as a weekly allowance to employees who are required to work in certain high security and / medium secure mental health units. Conditional upon the payroll system being able to accommodate the change without causing disruption to the payroll improvement programme, the allowance may be expressed and paid as a daily amount.

18. National Health Reform

The new agreement (EB8) will contain a clause that establishes a formal consultative forum in relation to the implementation of the National Health Reforms, and which reinforces the continued application of awards, certified agreements and policies that provide employment terms and conditions.

19. Union encouragement

Policy F4 is a policy listed in Schedule 2 of EB7, which provides for arrangements associated with union encouragement, including provision for union membership information in the induction process for new staff. These arrangements will continue in EB8.

20. Consultative arrangements

Queensland Health industrial instruments and policies provide for various arrangements associated with consultation and the involvement of union delegates. These arrangements will continue to be communicated and applied in conjunction with the unions.

21. Workload management tool

Workload management is a matter that is addressed by the parties under existing agreement implementation arrangements. These arrangements may be utilised to review the workload management tool with a view to simplifying its use and to make it accessible “on line”.

22. “Family friendly” arrangements

There is a range of “family friendly” arrangements available to employees, including access to part-time employment. Through the agreement implementation group the availability of these arrangements and their use may be reviewed and strategies developed to further publicise and otherwise encourage the use of them where necessary.

23. Financial planning

Queensland Health currently sponsors programmes, presentations and the availability of general information about financial planning, and superannuation and retirement planning. These are arranged at various levels across the department, including district and workplace, and will continue to be made available to assist employees in their decision making about these important matters.

24. Parking – Group Linen Services drivers

Two casual parking bays at the PA Hospital have been secured for the use of Group Linen Services drivers.

25. Administrative Employees Training and Development Education Incentive Fund

It’s agreed to include the Diploma in Frontline Management as a qualification to be funded through the existing Administrative Employees Training and Development Education Incentive Fund as provided for in clause 8.2 of EB7.

26. Higher Duties

Queensland Health is prepared to undertake a review during the course of EB8 for the purpose of considering an extension of the list of duties specified in clause 5.4.2 of the District Health Services Employees’ Award, provided that any such extension is on a cost neutral basis.

27. Dental assistants

Queensland Health commits to reviewing the Dental Assistant section of the Operational Services Manual with a view to developing work level statements for OO4 and OO5 levels consistent with the existing statements for OO2 and OO3.

28. Oral Health Consultative Forum

Queensland Health agrees to disband the Oral Health Consultative Forum. Oral health issues will continue to be able to be pursued and resolved in the applicable area consultative forum.

## 29. Hospital Liaison Officers

Queensland Health acknowledges that the way Hospital Liaison Officers (HLO) are classified is inconsistent across the state. It is therefore prepared to undertake a review during the course of EB8 to determine the applicable classification stream, and to establish for current positions, the applicable levels in that stream

## 30. “Buddy up” training clause

Queensland Health will discuss a redraft of clause 13.7 of the agreement to ensure it is clear that the higher grade payment of 003 is only applicable to the delivery of a training unit/module and is a competency based unit

### **Centralised Award Observance**

- QH commits to establish a centralised award observance unit (CAOU) that will (following the completion of all steps in the relevant Dispute Settlement Procedure):
  - review any matter that QH proposes to take to the QIRC prior to a matter being referred to the QIRC or that Unions raise with this Unit, prior to them referring the matter or issue to the QIRC
  - review each instance referred to it to assess whether all award obligations are being observed in relation to the matter at hand.
  - To make recommendations to the DDGHRs on how the matter should be managed.