

**Queensland Public Health Sector Certified Agreement (No.7) 2008**  
**Summary of Settlement Offer**

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Friday 5 September 2008

The package offer set out below is made in full and final settlement of all claims or other matters arising during negotiations in relation to this agreement and is subject to the simultaneous settlement of agreement with the building and engineering (BEMS) employees and dental officers. In addition, specific package offers will be made to the BEMS and dental officer employees through their respective negotiations.

**Remuneration and efficiency improvements**

- Increase in remuneration and entitlements equivalent in value to a 4% per annum wage increase. These increases may be attributed to base rates of pay and/or other allowances or entitlements to be further discussed and agreed through the interest based bargaining process.
- The amount of increase in excess of the 3.25% p.a. previously communicated is in return for the following efficiency and effectiveness improvements -
  - Alignment of contracting out provisions with the whole of government policy (refer Attachment A);
  - Amendment of existing clause 4.2 (refer Attachment B);
  - Commitment by the unions to cooperate with Queensland Health in the implementation of a program of service improvement and workforce flexibility (refer Attachment C);
  - other efficiency and effectiveness improvements as listed in Attachment D.

Note that the above remuneration offer will require the removal of the existing clause 2.2 of the agreement.

**Operative Date and Term of Agreement**

The proposed operative date of the agreement is 1 September 2008 subject to agreement in principle being reached by 30 September 2008. The term of the agreement is three years from the operative date.

**No Further Claims Clause**

Insert the following No Further Claims Clause:

*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 extra claims relating to wages or conditions of employment whether dealt with in this agreement or not.*

*This agreement covers all matters or claims that could otherwise be subject to protected industrial action.*

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*It is agreed that the following changes may be made to employees' rights and entitlements during the life of this agreement:*

- (a) General Rulings and Statements of Policy issued by the Queensland Industrial Relations Commission that provide conditions that are not less favorable than current conditions;*
- (b) Any improvements in conditions that are determined on a whole-of government basis; and*
- (c) Reclassifications;*

*Unless inconsistent with the terms of this agreement, the entitlement of employees covered by this agreement as contained in awards, agreements, Ministerial Directives or determinations made under the Public Service Act 2008 effective at the date this agreement was made will not be reduced for the life of this agreement."*

**Other matters**

In addition to the above items, Queensland Health also offers:

1. Agreement to the inclusion of the following clause in relation to maximising permanent employment.

***Permanent Employment***

*The parties are committed to maximizing permanent employment where possible. Casual or temporary forms of employment should only be utilized where permanent employment is not viable or appropriate. Queensland Health will utilize workforce planning and management strategies to assist in determining the appropriate workforce mix for current and future needs.*

2. Establish a state-wide unit designed to address strategic operational stream issues and to maintain the focus of the Workloads Project.
3. Continuation of the current *Operational Services Training and Development Education Incentive Fund*, at the current funding level with 150 places per year for the life of the agreement.
4. Subject to confirmation by the unions of their support, amend existing professional and technical officer rural allowance entitlements introduced under the administratively applied PO/TO/DO agreement to be facilitated by insertion of the following clause in the agreement:

***Pay-out of Rural Allowance***

*Professional and technical employees currently in receipt of the rural allowance as per clause 10.1 of the administratively applied PO/TO/DO agreement will receive an up-front payment equivalent to the total applicable*

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*rural allowance payment of one year. Upon the making of such up-front payment the rural allowance is removed and will have no further application to any employee.*

5. During the course of negotiations a number of matters were discussed, such as concerns about implementation of current policies, which were acknowledged may be addressed through normal consultative mechanisms or administrative means outside of the enterprise bargaining process. Queensland Health is prepared to continue discussions through the current negotiations for the purpose of isolating such matters and identifying appropriate ways forward outside of the enterprise bargaining process. The consideration of such matters will not be for the purposes of advancing additional entitlements, rather will be for the resolution of current issues within existing frameworks, provisions or policies.

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**Attachment A – Contracting Out/In**

Aligning clauses 6.2 and 6.3 of the current certified agreement with *Queensland Government Policy on the Contracting-out of Services* by replacing the existing clauses with one of the following.

Either

***“Contracting Out/In***

*Queensland Health is committed to adhering to the Queensland Government Policy on the Contracting-out of Services.*

Or

***“6.2 Contracting Out***

*It is the clear policy of the employer not to contract out or to lease current services. There will be no contracting out or leasing 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 or unforeseen circumstances; or*
- it can be clearly demonstrated that it is in the public interest that such services should be contracted out.*

*Any dispute between the parties arising out of this clause will be dealt with in accordance with clause 1.15 of this Agreement.*

***Consultation Processes – General***

*Where the employer seeks to contract out or lease current 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 purpose of consultation the relevant union/s will be given relevant documents. The employer will ensure that all relevant union/s is/are aware of any proposals to contract out or lease current services. It is the responsibility of the relevant union/s to participate fully in discussions on any proposals to contract out or lease current services.*

*If, after full consultation as outlined above, employees are affected by the necessity to contract out or lease current 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;*

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- *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.*

*Consultation Processes – Emergent Circumstances*

*The employer can contract out or lease current services without reference to the relevant union/s in cases where any delay would cause immediate risks to patients and/or detriment to the delivery of public health services to the Queensland public.*

*In all cases information must be provided to the relevant union/s for review in relation to these cases and to assist in determining strategies to resolve any issues that arise. These circumstances would include:*

- *in the event of critical shortages of skilled staff; or*
- *extraordinary or unforeseen circumstances.*

**6.3 Contracting In**

*Organisational units may 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.*

*If the conditions of an existing contract allow for the contract to be renewed without a tendering process, and the external provider has met all the conditions of the contract, a new contract may be offered to the current provider subject to continuing commercial viability and the mutual agreement of both parties.*

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

*Once a decision has been made by the employer the appropriate outcome will be implemented. Neither party will seek to disrupt or delay the implementation of the approved outcome.”*

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**Attachment B – Address Clause 4.2 Replacement of Existing Staff**

Amend the current certified agreement by either:

Omitting clause 4.2

Or

Inserting the following clause to replace clause 4.2.

***Replacement of Existing Staff***

*Consistent with current projections of growth in demand for health services there is no intention there will be a net reduction of Queensland Health staffing during the life of this agreement. The parties recognise that Queensland Health does not maintain fixed establishment numbers.*

*The parties agree that where an employee leaves for any reason, any decision to maintain the position and the timing of any associated recruitment action will be based on the current requirements for the delivery of quality health services.*

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**Attachment C – Commitment to Service Improvement and Workforce Flexibility**

Proposed new clauses for insertion in the agreement:

***Commitment to Service Improvement***

*It is a term of this agreement that the union parties will cooperate with Queensland Health pursuing an ongoing program of service improvement and revenue strategies, including the 2008 realignment of the District structure within Queensland Health and the redistribution of Area Health Service functions to Districts and to Corporate Office.*

***Flexible Workforce***

*The parties are committed to addressing existing industrial barriers that may be limiting the efficiency and effectiveness of the delivery of health services. The Reform Consultative Group will be the mechanism through which the parties will examine and address these barriers. Specific issues to be addressed include (but are not limited to):*

- i. limitations on scope of duties able to be performed by employees; and*
- ii. cross-stream workforce flexibility.*

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**Attachment D – Other Efficiency and Effectiveness Improvements**

**Prevention and Settlement of Disputes, Consultation, and Organisational Change**

Replacing clause 1.14 ‘Prevention and Settlement of Disputes Relating to the Interpretation, Application or Operation of this Agreement’; Part 3 ‘Industrial Relations Matters and Consultation’; and clause 4.1 ‘Organisational Change and Restructuring’ of the current certified agreement with new provisions contained in attachment D2.

**Absenteeism Reduction**

The following clause to be inserted into the agreement:

***Absenteeism Reduction***

*The parties agree to work together to reduce absenteeism rates over the life of the agreement. In order to achieve this, the parties will actively cooperate in developing and implementing organisational and localised strategies to reduce absenteeism. The purpose of this clause is not intended to disadvantage employees who unavoidably suffer personal illness or injury and is focussed on the development of positive strategies to reduce controllable absenteeism.*

**Single EB7 Agreement**

A single EB7 certified agreement with no subsidiary agreements, except where otherwise agreed in relation to the Building, Engineering and Maintenance employees. Unless otherwise amended by this offer, all relevant terms of EB6, its subsidiary agreements, and the administratively applied PO/TO/DO agreement, will be incorporated into the proposed agreement.

**Consolidation of Variable Working Hours Arrangements**

Consolidation of variable working hours arrangements as outlined in Attachment D1.

**HR Policy (IRM) Consolidation**

The following clause to be inserted into the certified agreement:

***HR Policy (IRM) Consolidation***

*The parties acknowledge the need for and are committed to working constructively towards the continuation of the HR Policy (IRM) consolidation project, including the re-formatting of existing ‘protected IRMs’ scheduled to this agreement.*

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Attachment D1 – Working hours arrangements

**Queensland Health**  
**Variable Working Hours Arrangement**

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**1.1 Title of Arrangement**

This will be known as the Queensland Health Variable Working Hours Arrangement.

**1.2 Application of the Arrangement**

**These arrangements apply to:**

- 1) All permanent and temporary, full-time and eligible part-time employees engaged under the *Queensland Public Service Award - State*, who are employed by the Queensland Department of Health.
  
- 2) All permanent and temporary, full-time and eligible part-time administrative, professional and technical employees engaged under *District Health Services Employees' Award - State*. Application of this arrangement to employees engaged in the Professional and Technical streams is at the discretion of management (Refer to Circular 73/06).
  - a. Where determined by management that operational and client services requirements do not allow the application of these arrangements to Professional and Technical employees, existing hours of work provisions will continue to apply (eg. 19 day month, etc).
  
  - b. In accordance with Circular 5/95, administrative staff, home care co-ordinators and assistant home care co-ordinators are subject to these arrangements, except where the employee, due to lack of access to full day/s off, elects to change to a standard accumulated day off (ADO) arrangements (eg. 19 day month).

**These arrangements do not apply to:**

Officers of the Senior Executive Services (SES), Senior Officers, Contracted or Banded Officers/employees, District Executive Staff, District Senior Officers, Operational Stream employees, casual employees and employees working under continuous or non-continuous shift arrangements.

**1.3 Policy**

These arrangements provide a framework for variable working hours arrangements that should be used by managers to improve and facilitate the delivery of effective health care services and provide employees with access to flexible working arrangements which will assist in quality of life while having regard to their responsibilities in the provision of effective health care services.

**PART 2 - DEFINITIONS**

**2.1 Definitions**

**Accrued Time Off** means accrued time which is equal to an employee's ordinary working hours which is taken as paid time off during a settlement period where there is agreement between the employee and the relevant supervisor.

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**Accrued Time** means the hours of duty performed and approved leave taken by employees during a settlement period, and which are in addition to the ordinary working hours and which have not been compensated by the payment of overtime or other similar compensation.

**Carry Over Time** means any accrued time not taken (or debit time accrued) in a settlement period, which will be debited/credited to the next settlement period.

**Credit Time** is the amount of time an employee performs ordinary work and/or obtains credit for a period of approved leave during the spread of hours on an ordinary working day in excess of ordinary working hours.

**Debit Time** is the amount of time less than a standard day an employee performs ordinary work or approved leave taken during the spread of hours on an ordinary day.

**Director General** for the purposes of this arrangement means the Director General of the Queensland Department of Health or approved delegate.

**Eligible Part-Time Employees** – variable working hours can be accessed by relevant part-time employees subject to operational requirements. Examples where operational requirements may prevent the application of these arrangements to part-time employees include where such an employee is engaged to:-

- a. Fill in spaces on a roster
- b. Replace employees absent on leave or accrued or rostered days off; or
- c. Cover peak workload periods or client service requirements at specific times

**Flexible Work Arrangements** include, but are not limited to, job sharing, extra leave for proportionate salary and parental leave.

**Settlement Periods** are one fortnight in duration and aligned with the pay period, commencing on the first Monday of the pay period.

**Spread of Hours** is the time between 6.00am and 6.00pm Mondays to Fridays inclusive, unless otherwise outlined in an employees relevant Award.

A spread of hours beyond 6.00am to 6.00pm Monday to Friday may be introduced in a work unit by agreement of the Director-General or delegate, the majority of affected employees and the relevant union or unions

**Standard Day** for *District Health Services Employees' Award – State* employees, standard hours are 7 hours 36 minutes to be worked during the spread of hours.

For *Queensland Public Service Award - State* employees, the standard hours are 7 hours and 15 minutes.

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**Variable Periods** are the time spans within the spread of hours, when subject to the requirements of the particular positions, the agreement of the supervisor concerned and the various provisions of this arrangement, employee may vary their commencing and ceasing times for ordinary work.

## **PART 3 – TERMS AND CONDITIONS OF EMPLOYMENT**

### **3.1 Working Arrangements**

- (1) Employees will at all times obey directions given by their Supervisor regarding hours of work during the spread of hours.
- (2) All staff will give first priority to the maintenance of acceptable workflows. There will be co-operation between employees and their Supervisors in planning employees' working times; ensuring resources are available to service the needs of the public, other departments and the organisation, and to enable the continuance of effective communication and services.
- (3) An employee may not accumulate credit for time during variable periods unless work is available for the employee to perform during such period.
- (4) As far as practicable, disputes between employees regarding employees' working times will be settled by mutual co-operation between the employees concerned.
- (5) Employees are responsible for ensuring that time worked in excess of the normal daily hours is necessary for the efficient performance of the work unit and that accrued hours are taken at a time convenient to the work unit.
- (6) It will be the responsibility of each Supervisor that in the implementation of this Arrangement the needs of the health facility and public are met and that proper supervision is available at all times.

### **3.2 Consultation**

When considering the application of the variable working arrangements, managers should undertake genuine consultation with staff and where possible apply the arrangements by agreement with the majority of staff affected.

Managers are responsible for implementing variable working hours arrangements appropriate to operational requirements and cost effectiveness. Normal operating hours are to be established to meet client needs, in a way which does not limit the entitlement for employees to be able to access accrued time/day(s) off within a work cycle.

Employees who consider they are being discriminated against, should immediately bring the circumstances to the attention of their manager or union (refer to section 3.9 of this Arrangement).

### **3.3 Failure to Comply**

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An employee who fails to comply with the conditions prescribed in this Arrangement, to the satisfaction of the Employer, will work standard days as outlined by their supervisor and relevant Award.

### **3.4 Hours of Duty**

As per the relevant Award

### **3.5 Time Recording and Calculation**

- (1) Employees covered by this Arrangement must maintain time sheets to record actual times of commencement and cessation of duty, accrued time off or leave taken.
- (2) Time sheets will be accessible to employees and must be kept in locations within the supervisor's view, where practicable.
- (3) Supervisors should sign all time sheets at the end of each settlement period, ensuring all the sheets have been completed and the balance of credits or debits brought forward, and to certify that the provisions of this Arrangement have been complied with.

### **3.6 Accrued Credit and Debit Time**

- (1) Accrued time is authorised time worked in excess of a standard day up to a maximum of;
  - 9 hours total work in any one day for *District Health Services Employees' Award – State employees'*; and
  - 9 hours for 30 minutes total work in any one day for *Queensland Public Service Award - State employees'*.
- (2) Employees will be entitled to carry over accrued credit time or debit time from one working day to the next and from one settlement period to the commencement of the next settlement period and be added to credit time or debit time which accumulate during such period.
- (3) The maximum carryover for a full time employee will be 3 standard days credit time or 4 hours debit time.
  - a. The maximum carryover for a part-time employee will be calculated on a pro rata basis of appointed part-time hours from 3 standard days credit time and 4 hours debit time.
  - b. If an employee does accumulate debit time in excess of four hours the employee and supervisor must establish a means to reduce to debit time as soon as practicably possible.
- (4) Carryover in excess of the prescribed maximum limit may be approved by the Employer for an employee as a result of extenuating circumstances (eg. to meet a project deadline).

### **3.7 Employee Ceases Work**

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When an employee resigns, retires or is appointed to a department other than Queensland Health or a District Health Service where a different hours of work arrangement is utilised, or otherwise ceases duty, all reasonable attempts must be made to ensure the employee is provided with the opportunity to use available credit time and/or make up debit time, where possible.

An employee will not receive compensation for a credit time existing at the time of such cessation of duty. An employee possessing a debit time at the time of cessation of duty will have a corresponding deduction made from their salary.

**3.8 Accrued Time Off**

- (1) An employee may be granted up to 3 Standard days accrued time off during any settlement period and will be no less than 15 minutes on any one occasion where;
  - a. The employee has accumulated an equivalent amount of credit at the commencement of the day upon which the period of accrued time off is required; and
  - b. Prior approval of the supervisor has been obtained.
- (2) Where 4 or more hours accrued time off is to be taken such requests must be submitted to the supervisor with at least 24 hours notice.

**3.9 Grievance Procedure**

Grievances can be lodged in accordance with the established grievance procedure, but employees must comply with managers directions until the grievance is resolved (refer to IRM 3.5 – Grievance Resolution and EB7 Grievance Settling; and Industrial Disputes).

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Attachment D2

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

*The parties will use their best endeavours to co-operate in order to avoid disputes arising between the parties or between an employer and individual employees. The emphasis will be on negotiating a settlement at the earliest possible stage in the process. Two or more current disputes made by the same employee about related matters, or a dispute from more than one union/employee about related matters, may be dealt with as one dispute.*

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

*a) Disputes Pertaining to Workplace/District Issues*

*Where a dispute is identified at the local level by a duly authorised union representative, the employee/s concerned or a management representative, an initial discussion should take place at this level. This stage will take no longer than 7 days.*

*If the parties at the local level cannot resolve the matter, it should be referred to either the relevant union official in the case of employees or to the District management (or equivalent) in the case of management, for resolution. This stage will take no longer than 14 days.*

*If the matter cannot be resolved, then either party may refer the matter to the Queensland Industrial Relations Commission.*

*b) Disputes Pertaining to State-wide or Divisional Issues*

*Where a cross-district, divisional or state-wide dispute is identified by a duly authorised union representative/official, the employee/s concerned or a management representative, discussions should occur at the state-wide or divisional level to resolve the dispute. This stage will take no longer than 21 days.*

*If the matter cannot be resolved, then either party may refer the matter to the Queensland Industrial Relations Commission.*

*Where a bona fide safety issue is involved the Health Service District (or equivalent) will 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 will not work in an unsafe environment. Where appropriate the employee will 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.*

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*The maintenance of the status quo will not apply in an unsafe environment.*

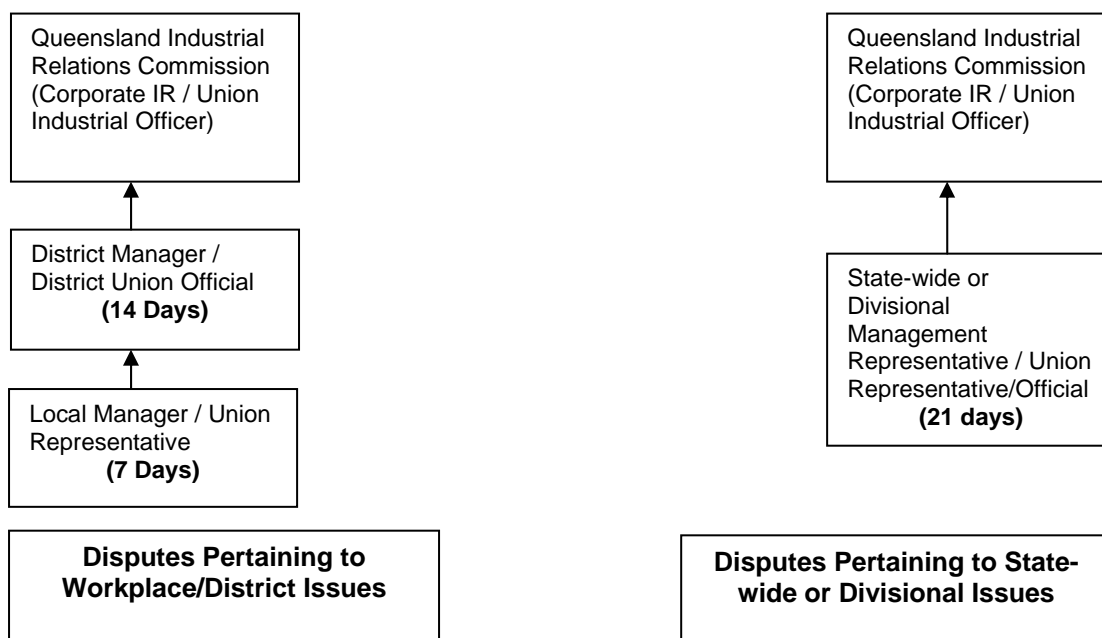
*Without limiting an employee's right to pursue a grievance, no party will use the grievance procedure to prevent the introduction of organisational change or restructuring or to limit matters agreed between the parties in accordance with award provisions.*

*For the purposes of this clause of the agreement, status quo will mean:*

*“Whilst the grievance procedure is being followed, work will continue as it was prior to the grievance procedure 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.”*

*Diagram 2 below outlines QH's dispute resolution framework.*

**Diagram 2: QUEENSLAND HEALTH DISPUTE RESOLUTION FRAMEWORK**



**PART 3 – INDUSTRIAL RELATIONS MATTERS AND CONSULTATION**

**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.*

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*The parties to this Agreement support constructive relations between the parties and recognise the need to work co-operatively in an open and accountable way.*

*Agreed arrangements regarding “Union Encouragement”, “Leave to Undertake Work with Relevant Union”, “Industrial Relations Education Leave” and “Union Delegates Assistance”, form part of Schedule 2 to this Agreement.*

**3.2 Commitment to Consultation**

*The parties to this Agreement recognise that for the Agreement to be successful, 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 consultative processes where management decisions will have an effect on the workforce. 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. It is also acknowledged that management has a right to implement changes to ensure the effective delivery of health care services.*

*Consultation requires the exchange of timely information relevant to the issues at hand, and a genuine desire for the consideration of each party’s views, before making a final decision.*

**3.3 EB7 Implementation Group**

*The EB7 Implementation Group, for the purpose of negotiating and implementing this agreement, will comprise employer and union representatives who are parties to this agreement. Where appropriate, sub groups of the EB7 Implementation Group may be established. The structure and role of the EB7 Implementation Group and sub-groups cannot be amended unless agreed by the parties.*

**3.4 Consultative Forums**

*The DCFs (or their equivalent) will continue in accordance with Terms of Reference agreed by the Reform Consultative Group. The Reform Consultative Group will evaluate the effectiveness of, and modify where necessary, all consultative forums during the life of this Agreement.*

**3.5 Public Hospitals Oversight Committee**

*The parties to this Agreement acknowledge the constructive role the Public Hospitals Oversight Committee (PHOC) plays in the review of work practices, workloads, career structure and training matters for the Operational Services Stream.*

*The parties agree that during the life of the agreement, PHOC will specifically address items including but not limited to work practices, workloads and ensuring appropriate career structures and training opportunities are readily accessible and available to all Operational Stream employees.*

#### **4.1 Organisational Change and Restructuring**

*Prior to implementation, all organisational change will follow the agreed change management processes as outlined in the Managing Organisational Change Policy and Guidelines (as amended from time-to-time). While ensuring the spirit of the policy is maintained in applying the document, the parties acknowledge that the guidelines are to be applied according to the circumstances.*

*Consultative processes will allow adequate time to understand, analyse and respond to various information that would be needed to inform employees and their unions.*

*It is acknowledged that management has a right to implement changes to ensure the effective delivery of health care services. The consultation process will not be used to frustrate or delay the changes but rather ensure that all viable options are considered. If this process cannot be resolved at the District level (or equivalent) in a timely manner either party may refer the matter as per clause 1.14 'Prevention and Settlement of Disputes Relating to the Interpretation, Application or Operation of this Agreement'.*

*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. Such strategies 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 will be followed. No employee will 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.*