

Responsible Workforce Management

Schedule 1: Industrial Obligations

QUEENSLAND PUBLIC HEALTH SECTOR CERTIFIED AGREEMENT (No. 10) 2019

5.1 Workload Management

5.1.4 The parties agree that appropriate strategies, work practices and staffing levels (including backfilling of staff) will minimise the effects of excessive workloads and/or caseloads.

5.2 Process to Address Absences within Operational Services

5.2.1 All absences (planned and unplanned) within Operational Services will be backfilled. The options to backfill may include but are not limited to:

- (a) Offering additional ordinary hours to Part-Time employees,
- (b) Offering additional work to Casual employees,
- (c) The application of Relief Pool staff,
- (d) The use of Overtime,
- (e) Utilisation of temporary engagement (e.g. extended period of absence).

5.2.2 (a) Notwithstanding clause 5.2.1, the parties acknowledge that not all positions will be backfilled on all occasions, and they will collaborate in good faith to develop strategies to ensure positions are backfilled. (b) Where the employer has a site that is unable to fill unplanned absences, such unplanned absences shall be recorded and referred to the Local Consultative Forum (LCF) and the relevant union/s. The parties shall genuinely consult and develop strategies to ensure that all unplanned absences are filled consistent with clause 5.2.1. (c) The Public Hospital Oversight Committee will be responsible for developing and approving the process to support this ongoing reporting requirements to the LCF.

5.2.3 Notwithstanding provisions of clause 5.2.1, the parties acknowledge that for unplanned absences there may be some circumstances where roles may not require immediate backfill, e.g. Christmas closure, reduction in demand.

5.2.4 The LCF and the relevant union/s will agree on the roles and/or circumstances as outlined in 5.2.3 that may not require immediate backfill. To facilitate agreement the employer will develop a list of roles and/or circumstance they propose does not require immediate backfill. Neither party shall unreasonably withhold agreement.

5.3 Operational Stream Relief Pools

5.3.1 The employer commits to establishing an operational duties relief pool within a Hospital and Health Service for the purpose of backfilling of vacant positions across that Hospital and Health Service. The establishment of a relief pool will ensure:

- (a) The provision of work by relief pool staff may occur across Hospital and Health Service facilities.
- (b) A planned leave roster to make operation of the relief pool more effective.
- (c) When a planned leave roster is being considered, consultation with staff is to be undertaken to develop and implement the roster.
- (d) Relief staff to be paid in accordance with the relevant industrial instrument for the time and duties they are performing relief (e.g. relevant shift and duty allowances – foul linen).

11.5 Closed Merit Selection Process for Filling Vacancies

11.5.1 The provisions in this clause are not impacted by, nor do they impact the conversion of casual and temporary employees to permanent employment provisions in clause 6.3 of this agreement. Those provisions relate to the commitment of the Queensland Government to maximise permanent employment.

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11.5.2 The parties to this agreement agree to fill vacant full-time roles by offering such to those permanent part-time employees working in the work unit, who seek to work full-time.

11.5.3 If there are any vacant hours remaining after the process in clause 11.5.2 has been conducted, the remaining vacant hours will then be offered to those permanent part-time employees working in the work unit, who seek to work additional ordinary hours on a permanent basis up to 64 hours per fortnight, or full-time.

11.5.4 The offering of full-time roles and additional part-time hours outlined in clauses 11.5.2 and 11.5.3 may occur as a single process with preference first given to those part-time employees seeking full-time work.

11.5.5 For OO2 Operational roles, the vacant roles and/or hours will be offered to those permanent part-time employees working at the site (example: Hospital) rather than the work unit.

11.5.6 If vacant hours still remain unfilled, the remaining vacant hours will be offered by a closed merit process, restricted to those casual and temporary employees working at the site (example: Hospital) who have two years or more continuous service for base grade or non-base grade roles. Preference for base grade roles will be given to those employees with more than four years continuous service.

11.5.7 Where a casual or temporary employee is unsuccessful in being offered vacant hours via the closed merit selection process in clause 11.5.6, the employer will establish an order of merit. The order of merit will be used by the employer to offer vacant hours to those casual and temporary employees when the process for offering vacant hours to casual and temporary employees as per clause 11.5.6 is next available.

11.6 Replacement of Existing Staff

11.6.1 This clause will not have application in instances where organisational change is occurring in accordance with the provisions relating to Organisational Change and Restructuring - clause 4.1 of this agreement.

11.6.2 There is no intention that there will be a net reduction of Department of Health or Hospital and Health Service staffing during the life of this agreement. However, the parties recognise that the employer does not maintain fixed establishment numbers.

11.6.3 Having regard to workload management issues, the parties agree that where a permanent employee leaves due to retirement, resignation, termination, transfer or promotion they will be replaced by a permanent employee as follows:

- Base Grade Staff - commence process to replace staff within 3 days of retirement, resignation, termination, transfer or promotion or within 3 days of notice given (whichever is sooner) and will be completed within 1 month; and/or
- Other than Base Grade Staff - commence process to replace staff within 14 days of retirement, resignation, termination, transfer or promotion or within 14 days of notice given (whichever is sooner). This process will be completed as soon as practicable and the parties expect this to take no longer than 3 months. It is recognised that consideration will be given to the timeframes for appeal mechanisms for other than base grade staff.

11.6.4 Where an issue that can legitimately extend the time to fill arrangements set out above, for example genuine demonstrated reductions in workload, or seasonal issues (e.g. Christmas/New Year closure period), a proposal from management to extend the replacement period, or postpone the replacement, will be forwarded to the relevant union/s for agreement, ahead of the timeframes outlined in clause 11.6.3. The matter will be noted at the next Health Consultative Forum.

QUEENSLAND HEALTH BUILDING, ENGINEERING & MAINTENANCE SERVICES CERTIFIED AGREEMENT (No. 7) 2019

7.4 Replacement of existing staff

7.4.1 This clause shall not have application in instances of organisational change.

7.4.2 Where a permanent employee leaves due to retirement, resignation, termination, transfer or promotion, the employer will commence the recruitment process to permanently replace staff within 14 days and complete the recruitment within three (3) months.

7.4.3 It is recognised that consideration will be given to the timeframes for appeal mechanisms. The local organiser/delegate may request from relevant local HR/line manager and be provided a report of relevant employee resignations to assist in monitoring of timeframes within three (3) days.

7.4.4 Where an issue that may legitimately extend the time to fill arrangements set out above exists, a proposal from management will be forwarded to the relevant union/s for agreement. The matter will also be noted at the next BEMS SBU.

60. Closed Merit Selection Process for Filling Vacancies

60.1. The provisions in this clause are not impacted by, nor do they impact the conversion of casual and temporary employees to permanent employment provisions in clauses 74 and 75 of this Agreement. Those provisions relate to the commitment of the Queensland Government to maximise permanent employment.

60.2. The parties to this Agreement agree to fill vacant full-time roles by offering such to those permanent part-time employees working in the work unit, who seek to work full-time.

60.3. If there are any vacant hours remaining after the process in clause 60.2 has been conducted, the remaining vacant hours will then be offered to those permanent part-time employees working in the work unit, who seek to work additional ordinary hours on a permanent basis up to 64 hours per fortnight, or full-time.

60.4. The offering of full-time roles and additional part-time hours outlined in clauses 60.2 and 60.3 may occur as a single process with preference first given to those part-time employees seeking full-time work.

60.5. If vacant hours still remain unfilled, the remaining vacant hours will be offered by a closed merit process, restricted to those casual and temporary employees working at the site (for example, a hospital) who have two years or more continuous service for base grade or non-base grade roles. Preference for base grade roles will be given to those employees with more than four years continuous service.

60.6. Where a casual or temporary employee is unsuccessful in being offered vacant hours via the closed merit selection process in clause 60.5, the employer will establish an order of merit. The order of merit will be used by the employer to offer vacant hours to those casual and temporary employees when the process for offering vacant hours to casual and temporary employees as per clause 60.5 is next available.

61. Replacement of Existing Staff

61.1. This clause will not have application in instances where organisational change is occurring in accordance with the provisions relating to organisational change and restructuring at clause 70 of this Agreement.

61.2. There is no intention that there will be a net reduction of Department of Health and the Hospital and Health Services staffing during the life of this Agreement. However, the parties recognise that the employer does not maintain fixed establishment numbers.

61.3. Having regard to workload management issues, the parties agree that where a permanent employee leaves due to retirement, resignation, termination, transfer or promotion they will be replaced by a permanent employee as follows:

(a) Base grade staff – commence process to replace staff within three days of retirement, resignation, termination, transfer or promotion or within three days of notice given (whichever is sooner) and will be completed within one month; and/or

(b) Other than base grade staff – commence process to replace staff within 14 days of retirement, resignation, termination, transfer or promotion or within 14 days of notice given (whichever is sooner). This process will be completed as soon as practicable and the parties expect this to take no longer than three months. It is recognised that consideration will be given to the timeframes for appeal mechanisms for other than base grade staff.

61.4. Where an issue that can legitimately extend the time to fill arrangements set out above, for example, genuine demonstrated reductions in workload, or seasonal issues (for example, Christmas/New Year closure period), a proposal from management to extend the replacement period, or postpone the replacement, will be forwarded to the relevant union/s for agreement, ahead of the timeframes outlined in clause 61.3. The matter will be noted at the next Health Consultative Forum.

67. Reporting

67.3. Issues of concern in relation to the filling of permanent positions in work units should be raised at the HCF (or equivalent) as necessary. Nothing in this provision restricts a union from utilising the disputes procedure in relation to non-compliance in relation to the filling of permanent positions in work units.

60. Closed Merit Selection Process for Filling Vacancies

60.1. The provisions in this clause are not impacted by, nor do they impact the conversion of casual and temporary clinical assistants to permanent employment provisions in clause 96 of this Agreement. Those provisions relate to the commitment of the Queensland Government to maximise permanent employment.

60.2. The parties to this agreement agree to fill vacant full-time roles by offering such to those permanent part-time clinical assistants working in the work unit, who seek to work full-time.

60.3. If there are any vacant hours remaining after the process in clause 60.2 has been conducted, the remaining vacant hours will then be offered to those permanent part-time clinical assistants working in the work unit, who seek to work additional ordinary hours on a permanent basis up to 64 hours per fortnight, or full-time.

60.4. The offering of full-time roles and additional part-time hours outlined in clauses 60.2 and 60.3 may occur as a single process with preference first given to those part-time clinical assistants seeking full-time work.

60.5. For CA2 roles, the vacant roles and/or hours will be offered to those permanent part-time clinical assistants working at the site (for example, a hospital) rather than the work unit.

60.6. If vacant hours still remain unfilled, the remaining vacant hours will be offered by a closed merit process, restricted to those casual and temporary clinical assistants working at the site (for example, a hospital) who have two years or more continuous service for base grade or non-base grade roles. Preference for base grade roles will be given to those employees with more than four years continuous service.

60.7. Where a casual or temporary clinical assistant is unsuccessful in being offered vacant hours via the closed merit selection process in clause 60.6, the employer will establish an order of merit. The order of merit will be used by the employer to offer vacant hours to those casual and temporary clinical assistants when the process for offering vacant hours to casual and temporary employees as per clause 60.6 is next available.

88. Reporting

88.1. Queensland Health will provide electronic reports on a quarterly basis to relevant unions detailing Permanent positions not filled with:

- One month for base grade vacancies; or
- Three months for non-base grade vacancies

88.3. Issues of concern in relation to the filling of permanent positions in work units should be raised at the HCF (or equivalent) as necessary. Nothing in this provision restricts a union from utilising the disputes procedure in relation to non-compliance in relation to the filling of permanent positions in work units.

88.4. The local organiser/delegate may request from relevant local Human Resources/line manager and will be provided a report of relevant employee resignations to assist in monitoring of timeframes within three days

92. Replacement of Existing Staff

92.1. This clause will not have application in instances where organisational change is occurring in accordance with the provisions relating to organisational change and restructuring at clause 91 of this Agreement.

92.2. There is no intention that there will be a net reduction of Department of Health and the Hospital and Health Services staffing during the life of this Agreement. However, the parties recognise that the employer does not maintain fixed establishment numbers.

HEALTH PRACTITIONERS AND DENTAL OFFICERS (QUEENSLAND HEALTH) CERTIFIED AGREEMENT (No. 3) 2019

92.3. Having regard to workload management issues, the parties agree that where a permanent employee leaves due to retirement, resignation, termination, transfer or promotion they will be replaced by a permanent employee as follows:

- (a) Base grade staff – commence process to replace staff within three days of retirement, resignation, termination, transfer or promotion or within three days of notice given (whichever is sooner) and will be completed within one month; and/or
- (b) Other than base grade staff – commence process to replace staff within 14 days of retirement, resignation, termination, transfer or promotion or within 14 days of notice given (whichever is sooner). This process will be completed as soon as practicable and the parties expect this to take no longer than three months. It is recognised that consideration will be given to the timeframes for appeal mechanisms for other than base grade staff.

92.4. Where an issue that can legitimately extend the time to fill arrangements set out above, for example, genuine demonstrated reductions in workload, or seasonal issues (for example, Christmas/New Year closure period), a proposal from management to extend the replacement period, or postpone the replacement, will be forwarded to the relevant union/s for agreement, ahead of the timeframes outlined in clause 92.3. The matter will be noted at the next Health Consultative Forum.

93. Workload Management

93.4 the parties agree that appropriate strategies, work practices and staffing levels (including backfilling of staff) will minimise the effects of excessive workloads and/or caseloads.

MEDICAL OFFICERS' (QUEENSLAND HEALTH) CERTIFIED AGREEMENT (NO.5) 2018

3.3 Consultative Forums and Reporting

3.3.4 Management will provide, upon request to the Hospital and Health Service consultative forum (or equivalent), at not more than three monthly intervals, unless where agreed by the parties, reports detailing the following:

(a) permanent vacancies that are experiencing recruitment difficulties, and/or specific positions that remain unfilled; and/or

(b) current temporary employees (excluding RMOs on planned 12-month engagements), including name, job title, work location, when they commenced employment and the reasons for their engagement.

3.3 Consultative Forums and Reporting

3.3.7 Permanent vacancies that remain unfilled for three months or greater will be reported to the MOCA5 Oversight Committee with information for consideration of the committee.

4.1 Organisational Change and Restructuring

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

**NURSES AND MIDWIVES' (QUEENSLAND HEALTH AND DEPARTMENT OF EDUCATION)
CERTIFIED AGREEMENT (NO.10) 2018**

34.1 Workload Management and the Business Planning Framework (BPF)

(a) In conjunction with legislated minimum ratios, the BPF is affirmed as the agreed and industrially mandated methodology to ensure safe and sustainable workloads for nurses and midwives. The parties also recognise that professional judgement is a valid criterion for deeming a definitive staffing level of nurses and/or midwives as being safe.

34.6 BPF Application

(a) Correct application of the BPF and allocation of resources includes:

(i) A joint BPF sign off process involving the Executive Director of Nursing and Midwifery and the Chief Finance Officer.

(ii) Use of joint employer and QNMU BPF documents/processes including the display of notional nurse or midwife to patient ratios for each unit and the prioritisation notice/process; and the display of legislated ratios where they apply.

(iii) Monitoring the workload concern escalation process; and BPF compliance.

NURSES AND MIDWIVES' (QUEENSLAND HEALTH) AWARD – STATE 2015

39. Workload management – Business Planning Framework (BPF)

39.1 Overview

(a) The Business Planning Framework: a tool for nursing workload management (BPF), and any agreed variations, is the tool for managing nursing and midwifery resources and workload management. The BPF is the agreed methodology for the resolution of disputes regarding workload and safe staffing levels. The parties also recognise that professional judgement is a valid criterion for deeming a definitive staffing level of nurses and midwives as being safe.

(b) The business planning approach to nursing/midwifery management focuses on achieving a balance between service demand and the supply of nursing resources necessary to meet the identified demand.

(c) The service profile will detail hours per patient day (or occasions of service where relevant) in each clinical unit and will be varied in accordance with changing acuity and activity. Notional ward/unit based nurse:patient ratios will be defined. Patient safety and sustainable workloads will be the guiding principles in defining the nursing/midwifery hours required.

(d) The BPF will be used daily to identify minimum, consistent and enforceable nursing/midwifery hours per patient day (or per occasion of service) for clinical units on a shift by shift basis.

(e) A Maximum number of available beds per clinical unit will be calculated by reference to the rostered productive hours and the Nursing Hours per Patient Day (NHPPD) for the clinical unit on any particular day.

(f) Bed availability will be defined at the clinical unit level in accordance with the productive nursing hours available.

(g) Any bed closure will occur within the context of the integrated bed management arrangements of the facility.

(h) Training in the application of the BPF will be provided to develop specialists in the application of the tool across all facilities under the guidance of a dedicated project officer.

11. Consultation

11.1 Employer's duty to notify

(a) Where the employer decides to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall

NURSES AND MIDWIVES' (QUEENSLAND HEALTH) AWARD – STATE 2015

notify the employees who may be affected by the proposed changes and, where relevant, their Union/s.

(b) 'Significant effects' includes termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

(c) Where the Award makes provision for alteration of any of the matters referred to in clauses 11.1(a) and (b) an alteration shall be deemed not to have significant effect.

11.2 Employer's duty to consult over change

(a) The employer shall consult the employees affected and, where relevant, their Union/s about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).

(b) The consultation must occur as soon as practicable after making the decision referred to in clause 11.1.

(c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union/s, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees.

(d) Notwithstanding the provision of clause 11.2(c) the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

(e) The consultation process will not be used to frustrate or delay the changes but rather ensure that all viable options are considered.

11.3 Commitment to consultation

(a) The parties to this Award recognise entitlements contained within this Award need to be implemented through an open and consultative process.

(b) As such, the parties are committed to involving employees and their Union representatives in the decision-making processes affecting the workforce. Employees will participate in the consultation processes by the provision of adequate time to understand, analyse, seek appropriate advice from their Union or other advisor and respond to information.

(c) 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.

11.4 Hospital and Health Service Consultative Forum (HHSCF) and Local Consultative Forums (LCFs)

(a) Each hospital and health service will establish and maintain a HHSCF and LCFs.

(b) HHSCF and LCFs or equivalent will continue in accordance with the Terms of Reference agreed by the parties represented on such forums.

(c) Such forums may include previously titled District Consultative Forums (DCF), or equivalent.

11.5 Nurses and Midwives Implementation Group (NaMIG)

(a) The parties agree that an interest based approach (mutual gains) will be adopted. An interest based approach aims to:

(i) promote a relationship based on trust;

(ii) search for mutual gains while managing conflicts in interests; and

(iii) arrive at a fair outcome.

NURSES AND MIDWIVES' (QUEENSLAND HEALTH) AWARD – STATE 2015

(b) NaMIG will be comprised of equal representation from the Department, Hospital and Health Services and the QNU. This group will be established and operate in accordance with the agreed terms of reference.

(c) NaMIG will develop an agreed monitoring framework and will report progress on the nursing and midwifery workforce at least annually.

11.6 Nurses and Midwifery consultative forums

Nursing and Midwifery consultative forums established prior to the commencement of this Award will continue in accordance with the terms of reference agreed by the parties represented on such forums.