

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

*Industrial Relations Act 2016 – s. 193 – certification of an agreement*

Director-General, Queensland Health

AND

Queensland Nurses' and Midwives' Union of Employees; The Australian Workers' Union of Employees, Queensland; Together Queensland, Industrial Union of Employees; United Voice, Industrial Union of Employees, Queensland

(Matter No. CB/2017/19)

**HEALTH PRACTITIONERS AND DENTAL OFFICERS (QUEENSLAND HEALTH)  
CERTIFIED AGREEMENT (No. 2) 2016**

Certificate of Approval

On 7 June 2017 the Commission certified the attached written Agreement in accordance with s 193 of the *Industrial Relations Act 2016*:

**Name of Agreement:** *Health Practitioners and Dental Officers (Queensland Health) Certified Agreement (No. 2) 2016*

**Parties to the Agreement:**

- Director-General, Queensland Health
- Employees employed by Queensland Health, Hospital and Health Services and the Queensland Ambulance Service for whom classifications and rates of pay are prescribed in the Agreement
- Queensland Nurses' and Midwives' Union of Employees
- The Australian Workers' Union of Employees, Queensland
- Together Queensland, Industrial Union of Employees
- United Voice, Industrial Union of Employees, Queensland

**Operative Date:** 7 June 2017

**Nominal Expiry Date:** 16 October 2019

**Previous Agreement:** *Health Practitioners and Dental Officers (Queensland Health) Certified Agreement (No. 1) 2015*

**Termination Date:** 7 June 2017 (Matter No. CB/2017/20)

By the Commission

Deputy President Bloomfield

7 June 2017

## HEALTH PRACTITIONERS AND DENTAL OFFICERS (QUEENSLAND HEALTH) CERTIFIED AGREEMENT (No. 2) 2016

(Matter No. CB/2017/19)

This Agreement, made under the *Industrial Relations Act 2016* on 19 May 2017 between The Director-General, Queensland Health and Together Queensland, Industrial Union of Employees; United Voice, Industrial Union of Employees, Queensland, The Australian Workers' Union of Employees, Queensland and the Queensland Nurses' and Midwives' Union of Employees, witnesses that the parties mutually agree as follows:

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## **PART A – PRELIMINARY MATTERS**

### **1. Agreement Title**

This Agreement will be known as the *Health Practitioners and Dental Officers (Queensland Health) Certified Agreement (No. 2) 2016 (HPDO2)*.

### **2. Arrangement of Agreement**

As outlined in the table of contents.

### **3. Parties Bound**

3.1. The parties to this Agreement are:

- (a) Director-General, Queensland Health department;
- (b) United Voice, Industrial Union of Employees, Queensland (UV);
- (c) Together Queensland, Industrial Union of Employees (TQ);
- (d) The Australian Workers' Union of Employees, Queensland (AWU); and
- (e) Queensland Nurses' and Midwives' Union of Employees (QNMU).

#### **4. Application**

4.1. The Agreement will apply to:

- the employer party to this Agreement listed in clause 3 and its employees for whom classifications and rates of pay are prescribed herein;
- the Hospital and Health Services established in accordance with the *Hospital and Health Boards Act 2011* in their capacity as the employer of employees covered by this Agreement and their employees for whom classifications and rates of pay are prescribed herein; and
- the Queensland Ambulance Service established in accordance with the *Ambulance Service Act 1991* and the employees who are employed by the Director-General of the Queensland Health department under the *Public Service Act 2008*, engaged within in the Queensland Ambulance Service, covered by this Agreement and for whom classifications and rates of pay are prescribed herein.

4.2. The Agreement will not apply to 'service officers' employed under the *Ambulance Service Act 1991*.

#### **5. Date and Period of Operation**

5.1. This Agreement will operate from the date of certification (*viz* 7 June 2017) and have a nominal expiry date of 16 October 2019.

5.2. The entitlements in this Agreement will be operative from the date of certification unless otherwise specified in this Agreement.

#### **6. Renewal or Replacement of Agreement**

6.1. The parties to this Agreement will commence discussions about renewal or replacement of this Agreement five months prior to the nominal expiry date of this Agreement.

6.2. The *Health Practitioners and Dental Officers (Queensland Health) Certified Agreement (No. 1) 2015* is to be terminated upon certification of *Health Practitioners and Dental Officers (Queensland Health) Certified Agreement (No. 2) 2016*.

#### **7. Purpose of the Agreement**

7.1 The employer is committed to improving the working conditions of all staff in relation to attraction and retention, managing workload issues and enhancing functions and roles through meaningful consultation with employees and their representatives.

#### **8. Objectives of the Agreement**

8.1. The parties to this Agreement are committed to:

- 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;
- job security;
- achieving a skilled, motivated and adaptable workforce; and
- 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.

## 9. Definitions

9.1. In this Agreement, the following definitions are used:

**Act** means the *Industrial Relations Act 2016*

**Award** means the *Health Practitioners and Dental Officers (Queensland Health) Award – State 2015*

**AWU** means The Australian Workers' Union of Employees, Queensland

**Department** means the Queensland Department of Health, and includes the work areas/units listed in Schedule 1 of the *Health Practitioners and Dental Officers (Queensland Health) Award – State 2015*

**DO** means Dental Officer

**Employer** means either the chief executive of the Department of Health or a Hospital and Health Service, in their capacity as the employer of an employee covered by this Agreement

**FTE** means Full-time Equivalent

**HCF** means Health Consultative Forum

**HHS** means a Hospital and Health Service established in accordance with the *Hospital and Health Boards Act 2011*

**HP** means Health Practitioner

**HPDOCG** means the Health Practitioners and Dental Officers' Consultative Group

**HR Policies** means Department of Health human resource policies

**Preserved HR Policies** means those HR Policies included in Schedule 4 of this Agreement

**QAS** means the Queensland Ambulance Service

**QNMU** means the Queensland Nurses' and Midwives' Union of Employees

**Together** means Together Queensland, Industrial Union of Employees

**United Voice** means United Voice, Industrial Union of Employees, Queensland

**Union(s)** means United Voice, Industrial Union of Employees, Queensland, or Together Queensland, Industrial Union of Employees, or The Australian Workers' Union of Employees, Queensland or the Queensland Nurses' and Midwives' Union of Employees, as relevant

## 10. Relationships with Awards and Other Industrial Agreements

10.1. This Agreement is to be read in conjunction with the Award. Where there is an inconsistency between the provisions of this Agreement and the provisions of the Award, this Agreement will prevail to the extent of any inconsistency.

10.2. This Agreement will replace the *Health Practitioners and Dental Officers (Queensland Health) Certified Agreement (No. 1) 2015*.

## **11. HR Policy Preservation**

- 11.1. The parties agree that certain matters that apply to employees covered by this Agreement will be preserved and incorporated as terms of this Agreement and contained within Schedule 4 of this Agreement.
- 11.2. The parties agree that the policy documents contained within Schedule 4 apply only to the Queensland Department of Health including Hospital and Health Service employees (but excluding QAS) but that it is the intent of the parties that while procedural elements of existing QAS policies may differ, the conditions and entitlements in these preserved HR policies will apply or continue to apply to QAS from the date of certification of this Agreement.
- 11.3. Where an existing policy of QAS provides a more beneficial entitlement to an employee than provided in the preserved policy then the existing policy of QAS will apply.
- 11.4. The parties agree Schedule 4 and the matters contained within will be reviewed within 12 months of the date of certification of this Agreement. As each preserved policy is reviewed, each policy shall cover all employer parties to the Agreement unless agreed otherwise by the parties.
- 11.5. These parties agree the entitlements and conditions contained in clause 11.3 will not be reduced prior to or during the review conducted in accordance with clause 11.4 other than by the agreement of the parties.
- 11.6. The matters contained within Schedule 4, as they apply to employees covered by this Agreement, cannot be amended unless agreed by the parties. If matters are amended, the matters will be incorporated as a term of this Agreement.

## **12. ILO Conventions**

- 12.1. The employer agrees to accept obligations made under international labour standards. The employer will support employment policies which take account of:
  - (a) Convention 100 – Equal Remuneration (1951);
  - (b) Convention 111 – Discrimination (Employment and Occupation) (1958);
  - (c) Convention 122 – Employment Policy (1964);
  - (d) Convention 142 – Human Resource Development (1975); and
  - (e) Convention 156 – Workers with Family Responsibilities (1981).
- 12.2. The parties will monitor the extent to which policies and practices match relevant obligations under these conventions. Any real or perceived deficiencies will be the subject of discussions between the parties to develop agreed strategies to address any problems.

## **13. Posting of the Agreement**

- 13.1. A copy of this Agreement will be placed in a location where it can be easily read by all employees, including:
  - (a) in a conspicuous and convenient place at each facility; and
  - (b) on the Queensland Department of Health intranet and internet site.

## **14. Operation and Implementation of the Agreement**

- 14.1. The parties acknowledge that consensus may need to be reached to effect the implementation of this Agreement.
- 14.2. The operation and implementation of the Agreement will be overseen by the Health Practitioner and Dental Officer Consultative Group (HPDOCG).
- 14.3. The HPDOCG will operate under terms of reference which will be agreed by the parties by exchange of correspondence.

- 14.4. The HPDOCG will be made up of Queensland Department of Health, Hospital and Health Services representatives and representatives of Unions as parties to the Agreement.
- 14.5. The role of the HPDOCG is to provide the principal forum for consultation between the parties to this Agreement on all matters relevant to the interpretation, application and implementation of the Agreement.
- 14.6. The HPDOCG will also oversee the implementation of this Agreement and in this context has specific responsibilities for:
  - (a) resolving issues relating to the interpretation, application or operation of the Agreement as referred to the HPDOCG under clause 15 of this Agreement;
  - (b) monitoring the effectiveness of local consultative forums (however titled) and their outcomes relating to the Agreement; and
  - (c) any other matter as set out in this Agreement.
- 14.7. Where appropriate, sub-groups of the HPDOCG will be established with the Agreement of the parties. The structure and role of the HPDOCG and sub-groups cannot be amended unless agreed by the parties.

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

- 15.1. The parties will use their best endeavours to co-operate in order to avoid disputes arising between the parties. The emphasis will be on finding a resolution at the earliest possible stage in the process.
- 15.2. 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) When an issue is identified at the local level by an accredited union representative, the employee/s concerned or a management representative, an initial discussion should take place at this level. This process should take no longer than seven days.
  - (b) If the issue remains unresolved, it may be referred to the HHS management (or equivalent) for resolution. HHS management (or equivalent) will consult with the parties. The employee may exercise the right to consult and/or be represented by their Union representative during this process. This process should take no longer than 14 days.
  - (c) If the issue remains unresolved, it may be referred to the HPDOCG. The HPDOCG will deal with the issue in a timely manner unless clause 15.2(d) applies. If the HPDOCG forms an agreed view on the resolution of the issue, this is the position that will be accepted and implemented by the parties.
  - (d) If the HPDOCG considers that the issue falls outside the interpretation, application and implementation of this Agreement, or has whole of department implications, it must refer the issue to an appropriate body depending on the issue as agreed by the parties for consideration.
  - (e) If the issue remains unresolved, either party may refer the matter to the Queensland Industrial Relations Commission (QIRC).
- 15.3. The status quo prior to the existence of the issue is to continue while the dispute resolution procedure is being followed, provided that maintenance of the status quo does not result in an unsafe environment.

## **16. Health Practitioner Disciplines and Professions**

- 16.1. The health practitioner classification structure includes the list of eligible practitioners listed in Schedule 1. The list of eligible practitioners may be added to during the period of the Agreement with the approval of the Director-General or authorised delegate on advice from the Allied Health Professions Office of Queensland and the HPDOCG.
- 16.2. The parties are in discussions about whether Physician Assistants are to be added to the list of eligible disciplines.

- 16.3. Clause 63 'No Further Claims' does not preclude either party from seeking resolution of those discussions in accordance with clause 15 'Prevention and Settlement of Disputes Relating to the Interpretation, Application or Operation of this Agreement'.

## **PART B – HEALTH PRACTITIONER EVALUATION**

### **17. Health Practitioner Job Evaluation**

- 17.1. Classification levels for health practitioner roles are determined using the work level statements (WLS) contained in Schedule 2, the work level evaluation manual and the health practitioner work level evaluation methodology. Changes to the WLS, manual and methodology will be by agreement of the parties.
- 17.2. The health practitioner classification evaluation process will apply where:
- (a) a new position is created; or
  - (b) if there is a substantial change in the role and the work value of an existing position which warrants a work level evaluation.
- 17.3. Applications for evaluations may be made by an employee or work unit manager.
- 17.4. Applications for evaluations must be made to the responsible officer as determined by the employer and must include the following details:
- (a) the relationship of the position within the organisational structure;
  - (b) the role description, or proposed role description, with details of additional duties and responsibilities if applicable; and
  - (c) the benefits of the position to service delivery.
- 17.5. The parties agree to establish a working group to explore the opportunities to create a database of job evaluation information and a library of standard titles, role descriptions and classification levels that could be recognised as benchmarks.

### **18. Evaluation of Applications**

- 18.1. The employer will consider the application, conduct an evaluation using the health practitioner work level evaluation manual and work level statements and determine the appropriate classification level for that position.
- 18.2. Where there is an incumbent, the outcome of the job evaluation process will be reported to the individual employee and work unit manager.

### **19. Implementation of Classification Level**

- 19.1. The employer will implement the approved classification levels.
- 19.2. The operative date of a new classification level will be the date the evaluation is completed, provided this date can be no later than two months after the application for reclassification was received.
- 19.3. Appointment of existing employees to reclassified positions may include direct appointment in accordance with HR Policy B1.
- 19.4. Disputes will be managed in accordance with the dispute resolution process at clause 15.

## **PART C – WAGE AND SALARY RELATED MATTERS**

### **20. Wage Increases**

- 20.1 The wage rates for employees subject to this Agreement are prescribed in Schedule 3, which incorporates the following increases:

- 2.5% from 17 October 2016;
- 2.5% from 17 October 2017;
- 2.5% from 17 October 2018.

## 21. Superannuation

- 21.1. Subject to Commonwealth legislation, all employers subject to this Agreement must comply with superannuation arrangements prescribed in the *Superannuation (State Public Sector) Act 1990* (and associated Deed, Notice and Regulation).
- 21.2. Where Commonwealth legislation provides for choice of fund rights to an employee subject to this Agreement, and that employee fails to elect which superannuation fund to which employer contributions are directed, the employer will direct contributions to such fund as prescribed by the abovementioned Queensland legislation.

## 22. Salary Sacrifice

- 22.1 The following definitions will apply for the purposes of this clause:
- (a) FBT Exemption Cap: The FBT exemption cap is a tax concession under the *Fringe Benefits Tax Assessment Act 1986* (Cth) for limited categories of employers. The FBT exemption cap is not an employee entitlement. The manner of the application of the FBT exemption cap is determined by the employer in accordance with the FBT legislation. Under the FBT legislation, to be eligible for the FBT exemption cap at the time fringe benefits are provided, the duties of the employment of an employee must be exclusively performed in or in connection with a public hospital or predominantly involved in connection with public ambulance services.
  - (b) For the purposes of determining what remuneration may be sacrificed under this clause, 'Salary' means the salary payable under Schedule 3 of this Agreement, and also where applicable the payments payable via the employer to the employee under the *Paid Parental Leave Act 2010* (Cth).
- 22.2 Salary sacrificing arrangements will be made available to the following employees covered by this Agreement in accordance with Public Sector Industrial Relations (PSIR) Circular C1-16 and any other relevant PSIR Circulars issued from time to time:
- (a) permanent full-time and part-time employees;
  - (b) temporary full-time and part-time employees; and
  - (c) long-term casual employees as determined by the *Industrial Relations Act 2016*.
- 22.3 Employees may elect to sacrifice up to 50% of the salary payable under Schedule 3 of this Agreement, and also where applicable the payments payable via the employer to the employee under the *Paid Parental Leave Act 2010* (Cth).
- 22.4 Where an employee who is ineligible for the FBT exemption cap sacrifices benefits attracting FBT, the employee will be liable for such FBT.
- 22.5 Under the FBT legislation, the FBT exemption cap applies to all taxable fringe benefits provided by the employer, whether through the salary sacrifice arrangements or otherwise. Where an employee who is eligible for the FBT exemption cap sacrifices benefits attracting FBT, the employee will be liable for any FBT caused by the FBT exemption threshold amount being exceeded as a result of participation in the salary sacrifice arrangements. To remove any doubt, any benefits provided by the employer separate from the salary sacrifice arrangements take first priority in applying the FBT exemption cap.
- 22.6 Despite clause 22.3, employees may sacrifice up to 100% of their salary for superannuation.
- 22.7 The individual salary sacrificing arrangements of any employee will remain confidential at all times. Proper audit procedures will be put in place which may include private and/or Auditor-General reviews.

Authorised union officials will be entitled to inspect any record of the employer to ensure compliance with the salary sacrificing arrangements, subject to the relevant industrial legislation.

22.8 Where the employee has elected to sacrifice a portion of the payable salary:

- (a) subject to Australian Taxation Office (ATO) requirements, the sacrificed portion will reduce the salary subject to appropriate tax withholding deductions by the amount sacrificed;
- (b) any allowance, penalty rate, overtime, weekly workers' compensation benefit, or other payment, to which an employee is entitled under their respective award, Act or Statute which is expressed to be determined by reference to the employee's salary, will be calculated by reference to the gross salary which the employee would receive if not taking part in salary sacrificing arrangements;
- (c) salary sacrificing arrangements will be maintained during all periods of leave on full pay, including the maintenance of cash and non-cash benefits; and
- (d) the employee's salary for superannuation purposes and severance and termination payments will be the gross salary which the employee would receive if not taking part in salary sacrificing arrangements.

22.9 The following principles will apply to employees who avail themselves of salary sacrificing:

- (a) no cost to the employer, either directly or indirectly;
- (b) as part of the salary sacrifice arrangements, the costs for administering the package via a salary sacrifice bureau service, and including any applicable FBT, will be met without delay by the participating employee;
- (c) there will be no additional increase in superannuation costs or to FBT payments made by the employer that would not otherwise be payable had the employee not engaged in salary sacrifice arrangements;
- (d) the employee may cancel any salary sacrificing arrangements by giving one month's notice of cancellation to the employer, and similarly the employer will give the employee one month's notice of termination;
- (e) employees should obtain independent financial advice prior to taking up salary sacrifice arrangements; and
- (f) there will be no significant additional administrative workload or other ongoing costs to the employer.

### **23. Emergency On Call Allowance**

23.1. Where an employee is instructed to be on call outside ordinary or rostered working hours and the employer requires such employee to attend to duties within 30 minutes of being called (assuming that there are good traffic conditions), they will be paid an amount of 7% of the HP3.7 ordinary hourly rate per hour that the employee is required for emergency on call. For the purpose of calculating the hourly rate, the divisor will be based upon a 38 hour week and calculated to the nearest \$0.05.

23.2. Emergency on call allowance is not paid in the circumstances described in clause 18.6 of the Award where the emergency clinical on call allowance is paid.

### **24. Recall Payment**

24.1. For the time that an employee on call is recalled to perform duties, the employee is entitled to:

- (a) For a recall on Monday to Friday: payment at the prescribed overtime or penalty rate, with a minimum payment of three hours.
- (b) For a recall on Saturday or Sunday, either:
  - (i) payment at the prescribed overtime or penalty rate, with a minimum payment of three hours;

or

- (ii) at the employee's option, time off at a mutually convenient time, equivalent to the number of hours worked.
  - (c) For a recall on a public holiday, either:
    - (i) payment at the prescribed overtime rate, with a minimum payment of four hours for the day; or
    - (ii) at the employee's option, time off in lieu equivalent to the number of hours worked, with a minimum of four hours, plus payment at half the ordinary rate for the recall time worked.
  - (d) Time off in lieu must be taken at a mutually convenient time to be agreed between the employee and their supervisor.
  - (e) Recall time is to be calculated from home and back to home.
- 24.2. An employee on call who is required to perform duties without the need to leave the employee's place of residence and/or without the need to return to the facility will be reimbursed for a minimum of one hour's work for each time the employee performs such duties. If the employee is required to again perform duties within that one hour period, no further minimum payment will apply.
- 24.3. An employee who is not on call and who is recalled to perform work after completing their ordinary working hours, or is recalled at least three hours prior to commencing their ordinary duty working hours, will be paid at overtime rates with a minimum payment of three hours.
- 24.4. Where an employee is recalled to perform work during an off duty period, the employee will be provided with transport to and from the employee's home, or will be reimbursed the cost of such transport.

## **25. Higher Education Incentive**

- 25.1. Employees at levels HP1, HP2, HP3 and HP4 who gain a relevant Post Graduate Certificate, Post Graduate Diploma, second Degree or equivalent credential; or Post Graduate Masters Degree or PhD will be entitled to immediate advancement of one increment (maintaining the employee's increment date).
- 25.2. Employees at levels HP1, HP2, HP3 and HP4 who have been at the top increment of their level for 12 months are entitled to a higher education incentive allowance, instead of the increment advancement contained in clause 25.1, of:
- (a) for employees with a relevant Post Graduate Certificate, Post Graduate Diploma, second Degree or equivalent credential: an additional all-purpose allowance of 3.5% of HP2.7 (for levels HP1 and HP2 employees) or HP3.7 (for levels HP3 and HP4 employees); or
  - (b) for employees with a relevant Post Graduate Masters Degree or PhD: an additional all-purpose allowance of 5.5% of HP2.7 (for levels HP1 and HP2 employees) or HP3.7 (for levels HP3 and HP4 employees).
- 25.3. A set of principles identifying which qualifications and equivalent credentials are relevant for the purposes of clauses 25.1 and 25.2, including examples, are contained within HR Policy C27. Further relevant qualifications and equivalent credentials may be approved during the life of the Agreement by the HPDOCG.
- 25.4. Employees must apply for the recognition of a relevant qualification or equivalent credentials through their Supervisor, who will be guided by the set of principles contained within HR Policy C27. An employee's entitlement to the higher education incentive will be confirmed by the Director-General or their authorised delegate upon viewing the original, or a certified copy of, a relevant qualification or equivalent credentials.
- 25.5. Employees are entitled to receive the higher education incentive allowance from the date the approved application is submitted.

## **26. Uniform and Laundry Allowance**

- 26.1. The parties agree in principle that employees not required to wear uniforms should not be entitled to uniform or laundry allowances.
- 26.2. The HPDOCG may consider whether, having regard to the merits of the case, it is reasonable for an identified group who is not required to wear uniforms to be paid a uniform or laundry allowance.

## 27. Attraction and Retention Incentives

- 27.1. The employer recognises the need to respond to demonstrable supply and skills shortages and current or emerging employee retention issues. Accordingly, the Director-General has approved the concept of retention payments where it is necessary to address:
- supply and skills shortages;
  - interstate and private sector market wages rates and demand; and
  - the ability to maintain critical service delivery requirements.
- 27.2. Existing retention payments, including for those health and medical physicists currently in receipt of a retention payment equal to the radiation therapy development allowance, will be continued for the life of this Agreement.
- 27.3. The employer, at its discretion, may offer up to 10% of the base rate payable to an employee to support the attraction or retention of the employee. This payment is inclusive of any other attraction and retention payment including:
- Radiation therapy development allowance (clause 13.4 of the Award);
  - Health and medical physicist retention payment (clause 27.2 of this Agreement);
  - Rural and remote allowance health practitioners (clause 28 of this Agreement);
  - Rural incentive scheme (clause 29 of this Agreement).
- 27.4. Once per calendar year the Hospital and Health Services will provide written confirmation to the Unions of the number of times the retention payment was made in the preceding year.

## 28. Rural and Remote Allowance Health Practitioners

- 28.1. Employees permanently located in the eligible locations and facilities identified in HR Policy C15 will be paid a rural allowance as follows:

Category	From 17/10/2016	From 17/10/2017	From 17/10/2018
Category A	\$61.50	\$63.04	\$64.62
Category B	\$102.50	\$105.06	\$107.69

- 28.2. The allowance is not an all purpose allowance.
- 28.3. The allowance will be paid on a *pro rata* basis to part-time and casual employees.
- 28.4. The parties agree that eligible locations and facilities in HR Policy C15 will be reviewed and updated.
- 28.5. Employees who currently receive the rural and remote allowance will continue to receive an amount at least equal to the current amount for their current category despite any changes to eligible HHS or facilities or categories for the life of this Agreement.

## 29. Rural Incentive Scheme Dental Officers

- 29.1. The rural incentive package applies to all full-time and part-time dental officers and dental specialists

working in an eligible rural and remote area, as detailed in HR Policy C62. Applicable rates are:

- (a) Zone 1 – 7.5% allowance of employee's base salary.
- (b) Zone 2 – 15% allowance of employee's base salary.
- (c) Zone 3 – 30% allowance of employee's base salary.

## **PART D – REGISTRATION, TRAINING AND DEVELOPMENT**

### **30. Registration and Licensing Fees**

- 30.1. Employees who are required to hold a licence under the *Radiation Safety Act 1999* to operate equipment are entitled to have their licence fees paid by the employer.
- 30.2. Employees who are required as part of their employment to hold dual registrations (including, but not limited to, Sonographers and Dental Prosthetists) are entitled to have their costs for their second registration paid by the employer.

### **31. Professional Development Allowance**

- 31.1. Permanent employees are entitled to the following professional development allowance:

<b>Category</b>	<b>From 17/10/2016</b>	<b>From 17/10/2017</b>	<b>From 17/10/2018</b>
<b>Category A</b>	\$2,154	\$2,208	\$2,263
<b>Category B</b>	\$2,693	\$2,760	\$2,829
<b>All other employees</b>	\$1,615	\$1,655	\$1,696

\*As identified in HR Policy C42.

- 31.2. The professional development allowance will be paid directly into an employee's fortnightly salary as part of normal salary and included in gross earnings before tax. Payment is made during periods of paid leave, but is not to be included when calculating leave loading, penalty rates or overtime. The allowance is not included for the calculation of superannuation.
- 31.3. Permanent part-time employees working at least 15.2 hours per fortnight are entitled to professional development allowance on a *pro rata* basis.
- 31.4. Effective from 14 September 2015, temporary employees with greater than 12 months' continuous service are eligible for the professional development allowance at clause 31.1.
- 31.5. Employees who receive the professional development allowance will continue to receive an amount at least equal to the current amount for their current category despite any future changes to categories for the life of this Agreement.

### **32. Professional Development Leave**

- 32.1. Permanent employees are entitled to three days' professional development leave per annum to attend professional development sessions. Professional development leave will accrue for up to two years.
- 32.2. In addition to the professional development leave, reasonable travel time associated with accessing the professional development leave will be treated as paid work time (rostered hours) on the basis of no more than eight hours single time for each day of travel.
- 32.3. Permanent part-time employees working at least 15.2 hours per fortnight are entitled to professional development leave on a *pro rata* basis.
- 32.4. Effective from 14 September 2015 temporary employees with greater than 12 months' continuous service are eligible for professional development leave in accordance with clause 32.

32.5. Effective from 14 September 2015 temporary employees with greater than six months' continuous service are eligible for professional development leave provided a performance plan (however titled) is in place for that employee to support professional development activities, with the employer to meet reasonable professional development activity costs.

32.6. Despite anything in this clause, HR Policy C50 as amended or replaced from time to time still applies.

### 33. Student Clinical Education Allowance

33.1. A student clinical education allowance in accordance with clause 33.1(c) (up to a maximum of 10 days allowance per fortnight) will be paid to employees who:

(a) are designated to provide clinical education of undergraduate or graduate entry student(s); and

(b) work in one or more of the following disciplines:

- Audiology
- Physiotherapy
- Speech Pathology
- Occupational Therapy
- Social Work
- Nutrition and Dietetics
- Pharmacy
- Orthotics/Prosthetics
- Podiatry
- Nuclear Medicine, Radiography, Radiation Therapy, Breast Imaging Radiography (including Breast Screen Queensland)
- Sonography
- Psychology (excluding supervision of Queensland Health employees working as provisionally registered Psychologists)
- Rehabilitation Engineers
- Clinical Measurements
- Dentistry
- Anaesthetic Technicians.

(c)

	<b>From 17/10/2016</b>	<b>From 17/10/2017</b>	<b>From 17/10/2018</b>
<b>Per day</b> up to a maximum of 10 days allowance per fortnight	\$10.25	\$10.51	\$10.77

33.2. Only one employee can receive the student clinical education allowance for providing clinical education for any one student each day. This employee would be the designated educator for that day in accordance with clause 33.1(a) of this Agreement.

33.3. The student clinical education allowance is available for employees who provide clinical education for student(s) from entry level educational institutions in other states and territories only where there is no entry level educational institution in Queensland for that discipline.

33.4. Employees who are employed as clinical educators, or who provide clinical education for students who are employees of the employer are not eligible for the student clinical education allowance.

33.5. Approval for payment of the student clinical education allowance will be in accordance with HR Policy C15 as amended or replaced from time to time.

33.6. The eligibility criteria for payment of the student clinical education allowance in clause 33.1(b) may be adjusted during the period of the Agreement with the approval of the Director-General or authorised delegate on advice from the Allied Health Professions Office of Queensland and the HPDOCG.

## PART E – EMPLOYMENT CONDITIONS

### **34. Radiation Professionals Leave**

- 34.1. An additional one week's recreation leave to a total of five weeks' recreation leave each year will be provided to all:
- (a) Radiographers;
  - (b) Radiation Therapists;
  - (c) Medical Imaging Technologists;
  - (d) Nuclear Medicine Technologists;
  - (e) Breast Imaging Radiographers (including Breast Screen Queensland);
  - (f) Radiographers/Sonographers;
  - (g) Physicists, including Radiation Oncology Medical Physicists, Nuclear Medical Physicists, Radiology Medical Physicists, and Health Physicists; and
  - (h) Radio Chemists.
- 34.2. No leave loading is payable on the additional week's leave. Accordingly, four weeks' leave loading will be distributed over the five weeks of recreation leave entitlement.

### **35. Domestic and Family Violence**

- 35.1. Domestic and family violence occurs when one person in a relevant relationship uses violence and abuse to maintain power and control over the other person. This can include behaviour that is physically, sexually, emotionally, psychologically or economically abusive, threatening, coercive or aimed at controlling or dominating the other person through fear. Domestic and family violence can affect people of all cultures, religions, ages, genders, sexual orientations, educational backgrounds and income levels.
- 35.2. Managers, supervisors and all employees are committed to making their workplaces a great place to work. The workplace can make a significant difference to employees affected by domestic and family violence by providing appropriate safety and support measures. "Domestic violence" and "relevant relationship" is as defined under Division 2 and Division 3 of the *Domestic and Family Violence Protection Act 2012*.
- 35.3. The parties recognise that employees have the right to choose whether, when and to whom they disclose information about being affected by domestic and family violence. Managers and employees will sensitively communicate with employees and colleagues affected by domestic and family violence.
- 35.4. Support for employees affected by domestic and family violence is provided for in the Public Service Commission Directive 04/15.
- 35.5. Queensland Health Employee Assistance offers a range of support services and programs. Employees can access information about available support service through line managers or their local human resource services.

### **36. Part-time employment**

- 36.1. Part-time employees, following approval, may work more than their contracted hours on an ad-hoc or temporary basis. Where an employee works more than their contracted hours on a regular basis over a twelve (12) month period, the employee may request an amended part-time contract to reflect the increased hours. Such requests should not be unreasonably refused.

## **PART F – PROJECTS AND REVIEWS**

### **37. Research Package**

- 37.1. The research package is intended to build research capacity in the health practitioner workforce and facilitate the implementation of evidence based clinical services.

- 37.2. The research package implemented in *Health Practitioners (Queensland Health) Certified Agreement (No.1) 2007* will provide research funds of \$300,000 per annum (in addition to the current allied health research funding of \$100,000 per annum) and the equivalent of 15 FTE Research positions which have been allocated recurrently to the HHSs.
- 37.3. The research funds will be managed by the Allied Health Professions Office of Queensland on behalf of all professions and disciplines covered by this Agreement.
- 37.4. Outcomes of the research package will continue to be monitored and reported annually.

### **38. Clinical Education Management Initiative**

- 38.1. Clinical education management funding equivalent to funding for 164 FTE at level HP3.5 will be provided over the life of the Agreement.
- 38.2. The clinical education management funding allocations are based on a combination of employee numbers, current and anticipated student placement numbers and impact, anticipated new graduate and junior staff support requirements and negotiations.
- 38.3. The continued implementation of clinical education management funding will be monitored by the HPDOCG on advice from the relevant Health Service Area.

### **39. Reviews**

- 39.1. In addition to reviews agreed to in other provisions of this Agreement, the parties agree to undertake reviews into the following matters by working groups established by HPDOCG:
- (a) Attraction and retention arrangements for Sonographers with a view to addressing the attraction and retention issues during the life of the Agreement.
  - (b) Attraction and retention arrangements for Medical Physicists with a view to addressing attraction and retention issues as a matter of urgency within the first 12 months of the Agreement being certified. Any agreed changes to attraction and retention arrangements would be applied through a remuneration governance framework approved by the Director-General.
  - (c) Best practice rostering for Health Practitioners and Dental Officers.
  - (d) Examine the Hours of Work provisions and their application in relation to accessing Accrued Days Off for HPs.
  - (e) The eligibility criteria for payment of the student clinical education allowance.
- 39.2. The parties agree to undertake joint reviews for the following matters:
- (a) A holistic and evidence based radiation exposure review will be conducted jointly with the radiation exposure review outlined as part of the proposed *Queensland Public Health Sector Certified Agreement (No. 9) 2016* (EB9) and will apply to Health Practitioners and Dental Officers.
  - (b) Clinical assistants and their eligibility for inclusion in the HPDO Agreement. The review will thoroughly examine agreed clinical assistant roles, required qualifications, regulatory and registration requirements and scope of practice. It is not intended to transfer clinical assistants into the Health Practitioners and Dental Officers streams but rather to develop and implement recommendation(s) regarding clinical assistant roles and their inclusion as an identified stream in future HPDO Agreements.
  - (c) The parties will establish a working party during the life of the Agreement to assess, on a without prejudice basis, the feasibility of progressing the rationalisation of Agreements (i.e. EB10 and HPDO3). This work is to occur prior to the commencement of discussions outlined in clause 6.1.

## **PART G – INDUSTRIAL RELATIONS AND CONSULTATION**

### **40. Collective Industrial Relations**

- 40.1. The employer is committed to collective agreements with unions and does not support non-union agreements.
- 40.2. 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.
- 40.3. 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.
- 40.4. Agreed arrangements regarding 'Union Encouragement' will form part of Schedule 4 of this Agreement.

#### **41. Commitment to Consultation**

- 41.1. 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 between the parties.
- 41.2. 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, seek appropriate advice from their union and respond to such information.
- 41.3. The requirement of consultation is never to be treated perfunctorily or as a mere formality (*Port Louis Corporation v. Attorney-General of Mauritius* (1965) AC 1111 at 1124).
- 41.4. "Consultation" involves more than a mere exchange of information. For consultation to be effective, the participants must be contributing to the decision-making process not only in appearance, but in fact. [Commissioner Smith (Australian Industrial Relations Commission), Melbourne, 12 March 1993].
- 41.5. The consultation process requires the exchange of timely information relevant to the issues at hand so that the parties have an actual and genuine opportunity to influence the outcome, before a final decision is made. Except where otherwise provided within this Agreement, the parties also recognise that the consultation process does not remove the rights of management to make the final decision in matters that may affect the workplace.

### **PART H – ORGANISATIONAL CHANGE AND RESTRUCTURING**

#### **42. Organisational Change and Restructuring**

- 42.1. Prior to implementation, all organisational change will need to demonstrate clear benefits such as enhanced service delivery to the community, improved efficiency and effectiveness and will follow the agreed change management processes as outlined in the "*Queensland Health Change Management Guidelines*", as amended from time to time. While ensuring the spirit of the guidelines is maintained in applying the document, the parties acknowledge that it has been designed as guidelines to be applied according to the circumstances.
- 42.2. When it is decided to conduct a review, union representatives will be advised as soon as practicable and consulted from the outset. All parties will participate in a constructive manner.
- 42.3. Furthermore, details will be included that provide for encouraging employees to participate in the consultative processes by allowing adequate time to understand, analyse and respond to various information that would be needed to inform employees and their unions.
- 42.4. All significant organisational change and/or restructuring that will impact on the workforce (e.g. job reductions, deployment to new locations, major alterations to current service delivery arrangements) will be subject to the employer establishing such benefits in a business case which will be tabled for the purposes of consultation at the HCF (or equivalent). A business case is not required for minor changes or minor restructuring.
- 42.5. 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 Hospital or Health Service level (or equivalent) in a timely manner either party may refer the matter to the HPDOCG for resolution.

- 42.6. The emphasis will be on minimum disruption to the workforce and maximum placement of affected staff within employers. Organisational restructuring should not result in a large scale 'spilling' of jobs.
- 42.7. 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.
- 42.8. Prior to the implementation of any decision in relation to workplace change likely to affect security and certainty of employment of employees, such changes will be subject to consultation with the relevant union/s. The objective of such consultation will be to minimise any adverse impact on security and certainty of employment.
- 42.9. 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.
- 42.10. 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.
- 42.11. To ensure consultative processes are effective, these guidelines will be reviewed and monitored throughout the life of the Agreement to ensure their effectiveness. Unions will be consulted as part of the review process. Consultative arrangements required to be followed in the management of any organisational change and restructuring proposal will be in accordance with the "*Queensland Health Change Management Guidelines*", as amended from time to time, which includes consultation with all relevant unions.
- 42.12. In addition, any changes to hours of operation will be subject to consultation.
- 42.13. Industrial entitlements and award entitlements, including, but not limited to, shift work allowances, penalty rates, overtime and breaks will continue to apply in the event of a change to hours of operation.

#### **43. Health Consultative Forums**

- 43.1. The HCFs (or their equivalent) will continue in accordance with the Terms of Reference agreed by the Reform Consultative Group.
- 43.2. The Reform Consultative Group will evaluate the effectiveness of, and modify where necessary, all consultative forums during the life of this Agreement. Each HCF shall have 'organisational change' and 'contracting' as standing agenda items.
- 43.3. Management will provide, upon request to the HCF (or equivalent), at not more than three monthly intervals, unless where agreed by the HPDOCG, 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, including name, job title, work location, when they commenced employment and the reasons for their engagement.
- 43.4. The report will be provided at the following HCF (or equivalent) meeting, provided that four weeks' notice is given.
- 43.5. 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.
- 43.6. The employer is to provide relevant unions with complete lists of new starters (consisting of name, job title,

work email and work location) to the workplace on a quarterly basis, unless agreed between the employer and relevant union to be on a more regular basis. This information is to be provided electronically.

- 43.7. The employer is required where requested to provide relevant unions with a listing of current staff comprising name, job title, and work location. This information shall be supplied on a six monthly basis, unless agreed between the employer and union to be on a more regular basis. The provision of all staff information to relevant unions shall be consistent with the principles outlined at section 350 of the *Industrial Relations Act 2016*.
- 43.8. 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 days.
- 43.9. The employer is to provide relevant unions with list of resignations (consisting of job title and work location) on a quarterly basis, unless agreed between the employer and union to be on a more regular basis. This information is to be provided electronically.
- 43.10. On a quarterly basis, the employer is to provide a list of casual employees to the HCF and HPDOCG (consisting of name, job title, work email and work location and when they commenced employment).
- 43.11. Reports will be sent to any member of the HPDOCG where requested.

#### **44. Union Briefing**

- 44.1. The department will brief unions at least twice a year in respect of the budget situation of the Department and each Hospital and Health Service and report on employee numbers in the Department and each Hospital and Health Service by stream.

#### **45. Replacement of Existing Staff**

This clause will not have application in instances where organisational change is occurring in accordance with the provisions relating to clause 42 of this Agreement.

- 45.1. 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.
- 45.2. 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.
- 45.3. 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 next scheduled consultative forum for agreement, or relevant union for agreement, if the consultative forum cannot be accessed. If the consultative forum does not agree to the extension, the matter will be referred to the next scheduled HPDOCG meeting for determination.

#### **46. Quality Improvement**

- 46.1. Contemporary health services rely on information as the basis on which sound decisions can be made. The collection, analysis, reporting and comparison of indicators that describe the performance and processes of health services are now a standard tool utilised by all health service staff to facilitate continuous quality improvement.

- 46.2. Nationally, the following areas have been identified as being key areas for monitoring health service performance:
- (a) effectiveness;
  - (b) accessibility;
  - (c) safety;
  - (d) efficiency;
  - (e) appropriateness; and
  - (f) consumer involvement.
- 46.3. The parties agree that the measurement of performance and process indicators at a unit, service, HHS, Division, and organisational level in the above areas is an important and necessary management function for contemporary health service delivery.

#### **47. Workload Management**

- 47.1. The parties through HPDOCG will develop and implement a workload management tool available for use in all health practitioner and dental officer workplaces during the life of this Agreement.
- 47.2. The parties agree to use the workload management tool that will be developed during the life of the Agreement to assist the monitoring of workload issues.
- 47.3. The parties will refine the tool as a priority to ensure it is appropriate for the occupational groups covered by this Agreement and can be used to address specific workload issues by staff, unions or management, develop strategies to improve immediate and long-term workload issues and to assess the implications of workloads from a workplace, health and safety perspective.

### **PART I – EMPLOYMENT SECURITY AND CONTRACTING**

#### **48. Employment Security**

- 48.1. The employer is committed to job security for its permanent employees. This clause is to be read in conjunction with the Queensland Government's Employment Security policy.
- 48.2. The parties acknowledge that job security for employees assists in ensuring workforce stability, cohesion and motivation and hence is central to achieving the objectives of this Agreement.
- 48.3. Job reductions by forced retrenchments will not occur.
- 48.4. Volunteers, other unpaid persons or trainees will not be used to fill funded vacant positions.
- 48.5. The Department of Health and the Hospital and Health Services are the preferred providers of public health services for the Government and the community.
- 48.6. The parties acknowledge that the resolution of issues around temporary employment is a significant issue to be addressed throughout the duration of this Agreement.
- 48.7. The parties are committed to maximising permanent employment where possible. Casual and temporary forms of employment should only be used where permanent employment is not viable or appropriate and only in accordance with the employer's policy on temporary and casual employment. Employees' tenure status will be converted from temporary to permanent status in accordance with HR Policies B52 and B1.
- 48.8. The employer supports the accepted industrial principle that temporary and casual employees have the right to raise concerns with their employer in relation to their employment status or any other work related matters without fear of victimisation. Unions may refer instances of alleged victimisation directly to the HPDOCG for attention.

- 48.9. The employer acknowledges that long term casual employees have rights to unfair dismissal entitlements in accordance with the provisions of the relevant legislation.
- 48.10. Nothing in this Agreement will prevent the provision of public health clinical services being provided by the private sector because they are not able to be provided by the public sector.
- 48.11. Where employees are engaged on a temporary basis, contracts of employment should reflect the actual duration of the engagement and the reason for the engagement being temporary. Recruitment of temporary employees is to be in accordance with HR Policy B1, B25 and B52.
- 48.12. The parties agree to implement the conversion of temporary employees consistent with legislative provisions and whole-of-government policy.

#### **49. Contracting Out**

- 49.1. 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 except in the following circumstances:
- (a) in the event of critical shortages of skilled staff;
  - (b) the lack of available infrastructure capital and the cost of providing technology;
  - (c) extraordinary or unforeseen circumstances; or
  - (d) it can be clearly demonstrated that it is in the public interest that such services should be contracted out.
- 49.2. In the circumstances where:
- (a) there is a lack of available infrastructure capital and the cost of providing technology; or
  - (b) where it can be clearly demonstrated that it is in the public interest that such services should be contracted out,
- contracting out cannot occur until agreement is obtained at the HPDOCG, provided that such agreement will not unreasonably be withheld.
- 49.3. Where the employer seeks to contract out or lease current services, the following general consultation process will be followed:
- (a) 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.
  - (b) 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.
  - (c) If, after full consultation as outlined above, employees are affected by the necessity to contract out or lease current services, the employer will:
    - (i) negotiate with relevant union/s employment arrangements to assist employees to move to employment with the contractor;
    - (ii) ensure that employees are given the option to take up employment with the contractor;
    - (iii) ensure that employees are given the option to accept deployment/redeployment with the employer; and
    - (iv) ensure that, as a last resort, employees are given the option of accepting voluntary early retirement.

- 49.4. In emergent circumstances, where the employer seeks to contract out or lease current services, the following consultation process will be followed:
- (a) The employer can contract out or lease current services without reference to the HPDOCG 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.
  - (b) In all cases information must be provided to the next HPDOCG meeting for review in relation to these cases and to assist in determining strategies to resolve any issues that arise. These circumstances would include:
    - (i) in the event of critical shortages of skilled staff; or
    - (ii) extraordinary or unforeseen circumstances.
- 49.5. Any dispute between the parties arising out of this clause will be dealt with in accordance with clause 15 of this Agreement.

## **50. Contracting In**

- 50.1. The employer commits to continue the current process of insourcing work currently outsourced in co-operation with the relevant union/s by identifying all currently outsourced work. Management will provide details of the instances of current contracted out services on a quarterly basis at the relevant HCF. The detail to be provided includes:
- contract title
  - contract supplier
  - services provided
  - location services provided
  - contract end date
  - contract extension Y/N
  - review date (if known)
- 50.2. Organisational units will bid for work currently out-sourced to contractors, unless otherwise agreed between the parties and subject to any legislative requirements. Each local consultative forum shall have 'contracting' as a standing agenda item.
- 50.3. 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. Where the employer requires that in-sourced work is performed by work units which specify industry accepted standards of accreditation or minimum qualifications for their performance, these requirements must also be met by external bidders. At the expiry of existing contracts, the employer commits to in-source work unless the cost of in-sourcing the work is demonstrated to be greater than five percent higher than outsourced arrangements once cost comparisons between direct and contract labour have been made. This will not prevent the use of contract extension clauses while this process continues.
- 50.4. Training for managers to undertake costings and bids will be provided on an ongoing basis.
- 50.5. Special consideration will be given in circumstances where appropriate deployees are available to provide a service. In these cases, latitude will exist in relation to price competitiveness. This latitude will be quantified and agreed between the parties at the HPDOCG.
- 50.6. Subject to this clause, existing contract arrangements will not be extended to new or replacement facilities. Opportunity will be given for in-house staff to undertake the work as outlined above. It is acknowledged that new or replacement facilities are not to be treated as greenfield sites.
- 50.7. 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. Should the relevant union consider that a fair comparison has not been made then the matter should be referred to the HPDOCG for resolution. This must occur in a timely manner.

- 50.8. The employers preferred policy position is to in-source the maintenance of its technology after the expiry of the standard manufacturer's warranty where feasible. There will be no extension of warranties in those circumstances where appropriate in-house maintenance is available.
- 50.9. The employer will ensure that, where possible, contracts for the supply or warranty of technology include a component of training to ensure in-house maintenance remains possible. The parties acknowledge that external maintenance of certain complex technology will occur where in-house maintenance is not feasible.
- 50.10. This clause will not apply to services funded through the Funding and Contract Management Unit.

## **51. Prime Vendoring**

- 51.1. The parties acknowledge that prime vendoring projects may proceed during the life of this Agreement. However, any prime vendoring projects that may result in job losses must be referred to the HPDOCG for consultation prior to commencement.
- 51.2. Any dispute arising from this clause will be dealt with in accordance with clause 15 of this Agreement.

## **52. Colocation**

- 52.1. Colocation of public and private health services will not result in the diminution of public health service or public sector industrial relations standards in Queensland. Colocation agreements will not diminish existing arrangements for provision of public health services by the employer on a collocated site. This will not prevent the public sector providing services to the private hospitals.
- 52.2. Industrial representation arrangements are not a matter intrinsic to colocation agreements and thus will not be affected by these agreements. Consultative processes have been established at Queensland Department of Health and Hospital and Health Service levels to facilitate information and consultation on appropriate issues with health unions on colocation issues. These processes will continue. If it is intended that there are further colocations of public and private health services, full consultation will occur at the outset with the relevant unions.

## **PART J – MISCELLANEOUS**

### **53. No Disadvantage**

- 53.1. No individual employee will be disadvantaged in their average ordinary earnings or overall entitlements and conditions as a result of the introduction of this Agreement.
- 53.2. Employees who translate to the health practitioner classification structure who have pre-existing agreed arrangements for movement between public service and public sector positions will retain their pre-transition conditions of employment (grandparented conditions), except as specifically provided for in this Agreement while the employee remains in the substantive position they translate to.
- 53.3. Once the employee leaves their translated position (including, but not limited to promotion, voluntary transfer at level, higher duties or secondment), those grandparented conditions will cease and the terms and conditions applicable to the position to which they are being appointed will apply.
- 53.4. Employees with grandparented conditions who leave their substantive position because of higher duties or secondment will resume their grandparented conditions upon return to their translated position.
- 53.5. There shall be no diminution of existing conditions for employees under this Agreement with the understanding that non-inclusion of the *Health Practitioners and Dental Officers (Queensland Health) Certified Agreement (No. 1) 2011* provisions which have been completed or no longer have effect will not be considered diminution.

### **54. Equal Opportunity**

- 54.1. The parties are committed to the principles of equity and merit and thereby to the objectives of the *Public Service Act 2008*, the *Anti-Discrimination Act 1991* and the Equal Remuneration Principle (QIRC Statement of Policy 2002) and other anti-discrimination legislation.
- 54.2. The employer will meet its statutory obligations under the *Public Service Act 2008* to consult with relevant

unions by agreed consultative mechanisms.

- 54.3. Statewide consideration relating to employment equity can be managed through referral to the statewide consultative forum known as the Reform Consultative Group, comprising of representatives from Queensland Department of Health, Hospital and Health Services and relevant unions.
- 54.4. It is the intention of the parties to prevent unlawful discrimination or vilification in the workplace. Employees are also required to ensure that they do not engage in any action that could be considered as sexual harassment.
- 54.5. (a) The parties are committed to ensuring that 'Work Life Balance' policies are promoted. The "*Guideline for Flexible Work Arrangements*" has been developed for the purpose of achieving 'Work Life Balance' and will be amended from time to time. The employer is committed to implementing all strategies and performance indicators in the Guideline as agreed.
- (b) The employer is committed to workplace practices that improve the balance between work and family for its employees whilst ensuring safe and adequate patient care.
- (c) The parties agree that requests by employees to access work life balance initiatives will be genuinely and reasonably considered. Likewise, an employee may make a request to alter their working arrangements based on extenuating/emergent circumstances. Where the employer has given genuine consideration to an employee's request to access work life balance initiatives and is unable to grant the request, the employee will be provided with reasons for the decision.
- 54.6. The parties acknowledge that achievement of equity outcomes is largely contingent upon commitment of management to equity outcomes. This will be demonstrated by management practices, the provision of ongoing Equal Employment Opportunity training for managers and employees, the maintenance of Equal Employment Opportunity networks throughout the Department and Hospital and Health Services and the commitment to achieve agreed equity outcomes at the facility and corporate office level.
- 54.7. The parties acknowledge that increased flexibility and improvements in working arrangements can further the aims of efficiency, effectiveness and equity.

## 55. Childcare

- 55.1. The parties to this Agreement recognise the importance of access to affordable and appropriate childcare for employees. Given that the employer is a major public sector employer with a workforce comprising of a high percentage of female employees required to work non-standard hours, access to childcare is an important issue. The parties acknowledge that the availability of appropriate childcare services assists with the recruitment and retention of staff, enhances productivity and improves staff morale. The employer acknowledges the importance of childcare as an employment equity issue.
- 55.2. The Reform Consultative Group may consider formulating policy recommendations and childcare options that will consider, but not be limited to, the following:
- (a) feasibility of facility based childcare centres;
- (b) outside school hours care;
- (c) provision of breastfeeding facilities;
- (d) priority access in community based or private childcare centres;
- (e) priority access in family day care, adjunct care and emergency care (including care for sick children);
- (f) childcare information; and
- (g) referral service.
- 55.3. When a Hospital and Health Service considers facilitation of childcare options, such initiatives will be discussed at the HCF or their equivalent. Where a childcare service is to be provided at a facility operated by the employer, the options for providing this service will include that such employees are public sector

employees.

55.4. The employer will continue to operate the Lady Ramsay Childcare Centre.

## **56. Workplace Health and Safety**

56.1. The parties to this Agreement are committed to continuous improvement in workplace health and safety standards through the implementation of an organisational framework which involves all parties in preventing injuries and illness at the workplace by promoting a safe and healthy working environment. All employees will be assisted in understanding and fulfilling their responsibilities in maintaining a safe working environment.

56.2. A Workplace Health and Safety Advisory Committee has been established jointly with the employer and the public health sector unions which will continue to oversee progress on workplace health and safety issues.

56.3. Further, without limiting the issues which may be included, the parties agree to address the following issues:

- (a) guidelines on security for health care establishments;
- (b) aggressive behaviour management;
- (c) workplace stress;
- (d) workplace bullying;
- (e) working off-site;
- (f) workplace rehabilitation;
- (g) workers compensation;
- (h) management of ill or injured employees; and
- (i) guidelines for work arrangements (including hours of work).

56.4. On a quarterly basis the HCF will discuss issues that impact on health practitioners, including but not limited to the following:

- (a) serious incidents;
- (b) risk register;
- (c) strategies to minimise workplace health and safety risks; and
- (d) workplace health and safety training.

56.5. To assist discussions on these topics, information will be collected from the HHS Workplace Health and Safety Committee.

56.6. Nothing in this clause will limit the right of authorised union officials to address workplace health and safety issues, including inspections, on behalf of members. These inspections will not constitute inspections under subdivision 5, section 68 of the *Work Health and Safety Act 2011*.

## **57. Client Aggression**

57.1. Violence and aggression against staff is not acceptable and will not be tolerated. It is not an inevitable part of the job.

## **58. Workplace Bullying**

58.1. The parties recognise that workplace bullying is a serious workplace issue which is not acceptable and must be eliminated.

- 58.2. All employees have the right to be treated fairly and with dignity in an environment free from adverse behaviours such as intimidation, humiliation, harassment, victimisation, discrimination and bullying.
- 58.3. The employer recognises that adverse behaviours such as these are serious workplace issues, which are not acceptable and must be eliminated from the workplace.
- 58.4. The Code of Conduct for the Queensland Public Service applies to all employees covered by this Agreement. If it is substantiated that an employee is found to have been involved in the above adverse behaviours, this may be a breach of the Code of Conduct and they may be subject to a disciplinary process.
- 58.5. The employer supports the accepted industrial principle that all employees have the right to raise concerns with their employer about issues of bullying or workplace behaviour without fear of victimisation. Unions may refer instances of alleged victimisation directly to the HPDOCG for attention.
- 58.6. The parties will review and develop relevant policies during the life of the Agreement.
- 58.7. The employer is committed to protecting and improving the health and wellbeing of all employees and their immediate family by providing employee assistance.

## **59. Whole of Government Commitments**

- 59.1. The parties agree that the following Whole of Governments policies, as amended from time to time, apply:
  - (a) Employment Security Policy; and
  - (b) Queensland Government Commitment to Union Encouragement.

## **60. Union Encouragement**

- 60.1. The employer is to provide relevant unions with complete lists of new starters (consisting of name, job title, work email and work location) to the workplace on a quarterly basis, unless agreed between the relevant agency and union to be on a more regular basis. This information is to be provided electronically.
- 60.2. The employer is required where requested to provide relevant unions with a listing of current staff comprising name, job title, and work location. This information shall be supplied on a six monthly basis, unless agreed between the employer and union to be on a more regular basis. The provision of all staff information to relevant unions shall be consistent with the principles outlined at section 350 of the *Industrial Relations Act 2016*.
- 60.3. The employer is to provide relevant unions with list of resignations (consisting of job title and work location) on a quarterly basis, unless agreed between the employer and union to be on a more regular basis. This information is to be provided electronically.

## **61. Cultural Respect**

- 61.1. The parties recognise the cultural diversity, rights, views and expectations of indigenous Queenslanders in the delivery of culturally appropriate health services.

## **62. Discipline Representative on Selection Panels**

- 62.1. The parties agree HR Policy B1 Recruitment and Selection policy is to be amended, so that for advertised HPDO positions there shall be at least one member of the panel that comes from a discipline of the advertised vacancy.

## **PART K – FURTHER MATTERS, VARIATIONS AND NO FURTHER CLAIMS**

### **63. No Further Claims**

- 63.1. 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. This Agreement covers all matters or claims that could otherwise be subject to protected industrial action.

- 63.2. 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 favourable than current conditions;
  - (b) decisions, government policy, or Directives under the *Hospital and Health Boards Act 2011* or *Public Service Act 2008* where applied through regulation, that provide conditions that are not less favourable than current conditions; and
  - (c) any improvements in conditions that are determined on a whole-of-government basis that provide conditions that are not less favourable than current conditions.
- 63.3. Unless inconsistent with the terms of this Agreement, the entitlement of employees covered by this Agreement as contained in awards, agreements, Ministerial Directives, Health Employment Directives, Health Service Directives or determinations made under the *Public Service Act 2008* or *Hospital and Health Boards Act 2011* effective at the date this Agreement was made will not be reduced for the life of this Agreement.
- 63.4. The parties agree to form a working group to review the term "two consecutive rostered days off" as contained in clause 15.1 of the *Health Practitioners and Dental Officers (Queensland Health) Award - State 2015*, within 6 months of certification of this Agreement. Any recommendations from the working group will be provided to HPDOCG.
- 63.5. The parties agree to review the implementation of temporary to permanent conversion for employees covered by this Agreement and the *Health Practitioners and Dental Officers (Queensland Health) Award - State 2015*, to ensure that these instruments are consistent with the intent of whole-of-government policy regarding temporary to permanent conversion processes.

#### **64. Variations to the Agreement**

- 64.1. The terms of this Agreement may be varied by a ballot of relevant employees subject to this Agreement in accordance with the *Industrial Relations Act 2016*.

**SCHEDULE 1 – LIST OF ELIGIBLE DISCIPLINES / PROFESSIONS**

The list of eligible disciplines and professions:

- (a) Anaesthetic Technicians;
- (b) Art Therapists;
- (c) Audiologists;
- (d) Biomedical Engineers and Technicians;
- (e) Breast Imaging Radiographers;
- (f) Cardiac Perfusionists;
- (g) Chemists and/or Radio-Chemists;
- (h) Child Guidance Therapists;
- (i) Child Therapists;
- (j) Clinical Measurement Scientists and Technicians;
- (k) Dental Officers
- (l) Dental Prosthetists;
- (m) Dental Technicians;
- (n) Dental Therapists;
- (o) Dietitians/Nutritionists;
- (p) Environmental Health Officers;
- (q) Epidemiologists;
- (r) Exercise Physiologists;
- (s) Forensic Scientists and Technicians;
- (t) Genetic Counsellors;
- (u) Health Promotion Officers;
- (v) Leisure Therapists;
- (w) Medical Illustrators;
- (x) Medical Laboratory Scientists and Technicians;
- (y) Music Therapists;
- (z) Neurophysiologists;
- (aa) Neuropsychologists;
- (bb) Nuclear Medicine Technologists;
- (cc) Nutritionists;
- (dd) Occupational Therapists;
- (ee) Oral Health Therapists;
- (ff) Orthoptists;
- (gg) Orthotists, Prosthetists and Technicians;
- (hh) Patient Safety Officers;
- (ii) Pharmacists and Technicians;
- (jj) Physicists, including Radiation Oncology Medical Physicists, Nuclear Medical Physicists, Radiology Medical Physicists, and Health Physicists;
- (kk) Physiotherapists;
- (ll) Podiatrists;
- (mm) Psychologists including Clinical and Neuropsychologists;

- (nn) Public Health Officers;
- (oo) Radiation Therapists;
- (pp) Radiographers/Medical Imaging Technologists;
- (qq) Rehabilitation Engineers and Technicians;
- (rr) Researchers, Clinical Trial Coordinators and Data Collection Officers; Scientists – Environmental Health;
- (ss) Social Work Associates;
- (tt) Social Workers;
- (uu) Sonographers;
- (vv) Speech Pathologists; and
- (ww) Welfare Officers.

**SCHEDULE 2 – HEALTH PRACTITIONER WORK LEVEL STATEMENTS****GLOSSARY OF TERMS****STANDARDS**

<b>Advanced:</b>	Highly developed or complex; at a level beyond that required for day-to-day practice.
<b>Basic:</b>	Fundamental or elementary; at a level of the most simple tasks to be performed.
<b>Competent:</b>	Achieving an agreed level that allows adequate performance at a given level.
<b>Complex:</b>	Complicated, involved, intricate and involving many different influences. Complex professional work denotes work in which the range of options is imprecise, requires high-level application of general principles, and may require some adaptation of accepted practices and procedures. The work commonly involves elements or interrelationships between tasks. Complexity may also refer to the intersection between the care needs of the clients / patients / consumers.
<b>Consultant:</b>	Refers to a high-level specialist health practitioner, recognised as a State or Nation-wide leader in their given discipline. They are utilised as a point of reference in their given discipline.
<b>Novel:</b>	An area or issue where there is no access to existing protocol or precedent; involves breaking new ground.
<b>Specialist:</b>	We recognise the definition under the Australian Health Practitioners Registration Authority (AHPRA). Use of the term is restricted by national law and recognition by any profession needs to be approved by the ministers' council. Scope of practice determined by recognised boundaries of specialist practice. Is registered as a specialist by AHPRA. For the purpose of evaluation "specialist" describes a health practitioner who is recognised for their breadth of knowledge and skill within their specialised area of practice.
<b>Specialised:</b>	Describes a more focussed scope of practice where the clinician works with a discrete patient / client group in a defined setting. A new graduate may work in this area of practice. Does not determine the level of practice.

**BREADTH OF ACTIVITY/ JURISDICTION**

<b>Hospital and Health Service (HHS):</b>	In reference to one of the recognised 16 Hospital and Health Services.
<b>Multi-Disciplinary:</b>	The combination of several disciplines of health practitioners. This could include different professions (degree qualified) e.g. Occupational Therapist, Physiotherapist, Social Worker, Nurse etc.; technicians, assistants and/or administrative staff.
<b>Multiple Jurisdictions:</b>	Relates to service areas that fall across hospital and health service boundaries and encompass multi-disciplinary and/or multi-speciality teams
<b>Multiple Specialities / Settings:</b>	May include "Modalities", "specialties", "domains", "fields", etc. which are determined by the individual professional or service groups. Management is also recognised as an individual area.
<b>Multi-Speciality:</b>	The combination of speciality knowledge and skills within a given discipline which may include: <ul style="list-style-type: none"> <li>(a) speciality areas within a discipline;</li> <li>(b) modality areas within a discipline;</li> <li>(c) clinical/technical and non-clinical/technical skills and roles, such as management.</li> </ul>
<b>Organisational Context:</b>	The context regarding the customers and the nature of the service provided determines the level. Contributing factors include but are not limited to size and complexity of service provided.

<b>Service:</b>	The service is defined by the context in which it is operated. The contextual information regarding the customers and the nature of the service provided is what needs to be defined to determine the level. Contributing factors can include (but are not limited to) size, complexity, support, influence. Use of the term "service" is a conceptual statement and overrides any use of the term within the organisational nomenclature of the time.
<b>Service Area:</b>	Relates to service areas that may in some instances fall across hospital and health service boundaries (e.g. State-wide Pathology Services).

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## SUPERVISION/ MANAGEMENT

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<b>Advocacy:</b>	Requirement of the role to speak in favour or support of, to actively participate in agenda setting for service delivery issues. The level of influence is commensurate with the context of the role.
<b>Clinical Governance:</b>	Ensuring the standard of clinical performance of a healthcare service and the compliance of the service in relation to maintaining good quality service provision. This includes activities at the individual and professional level involving: <ul style="list-style-type: none"> <li>(a) endorsement (clear standards e.g. credentialing, competency assessment);</li> <li>(b) development (e.g. professional support); and</li> <li>(c) monitoring/reporting processes (e.g. registration checks, clinical audit).</li> </ul>
<b>Clinical Leadership:</b>	The application of leadership in a clinical context and relating to clinical services and clinical outcomes.
<b>Clinical / Professional Supervision:</b>	Relates to the ongoing development of skills and knowledge required by the health practitioner under the guidance of a more senior health practitioner within the same discipline. It ensures the health practitioner achieves and maintains the expected professional standards of work in that discipline. The clinical practice supervisor may not necessarily be the health practitioner's day-to-day manager.  <i>Universal presumption of Supervision</i> - it is recognised that all employees require supervision / support in the execution of their roles. This does not affect the evaluated level of the role. The work level statements recognised that all employees have supervision in the execution of their roles regardless of level. This includes professional, clinical and operational supervision.
<b>Guidance:</b>	Informal professional advice about what to do, how to do it and given without close supervision.
<b>Leadership:</b>	The capacity to guide the development of health disciplines, services or teams, especially as related to deciding strategic direction and the setting of standards of practice.
<b>Mentoring:</b>	Informal professional development activity designed to enhance the knowledge, skills and abilities of others by actions such as role modelling, advocacy and support to other health practitioners.
<b>Operational Management:</b>	Relates to roles and responsibilities that support the day to day management of services, including recruitment, service planning and development, staff management, service reporting budget management etc. It may or may not include financial delegation.
<b>Operational Supervision:</b>	Formal reporting arrangement relating to the day-to-day management of workload and workflow of health services.
<b>Professional Management:</b>	<i>Management</i> – implementing strategies and processes to ensure appropriate profession-specific standards through governance, leadership and support.

<b>Professional Governance:</b>	Pertaining to a specific profession/HP discipline. <i>Governance</i> – roles and responsibilities that are attributed to maintaining and being accountable for professional standards and quality. Elements of professional governance may include (but are not limited to): (a) Profession specific supervision framework (b) Competency assessment and review (c) Performance and Development (d) Professional Development and Training (e) Clinical audit processes
<b>Strategic Management:</b>	The systematic analysis of the internal and external factors to provide the basis for optimum management practices. The objective of strategic management is to achieve improvement of service delivery to patients/clients whilst achieving alignment of service policies and strategic priorities.

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## GENERAL

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<b>Clinical:</b>	Specialised or therapeutic care that requires an ongoing assessment, planning, intervention by health care professions.
<b>Demonstrates:</b>	An appointee to a role exhibits a given characteristic, required of the role, in either an easily observable or readily quantifiable way.
<b>Dictionary:</b>	Means an explanation of all relevant definitions endorsed by the HPCG from time to time to support implementation of the Agreement.
<b>FTEs (Within Management Matrix):</b>	Full-time Equivalents; includes all professional, technical or support staff, under management of a given individual, on the basis that each such staff member was engaged in a full-time capacity. May include those FTE for which both operational and professional responsibility is held.
<b>Professional Employees:</b>	Those health practitioners who are at a minimum Degree qualified (or equivalent), and perform roles requiring the application of a professional body of knowledge drawn from this qualification (also see definition for 'Technical employees' below).
<b>Professional Knowledge:</b>	Refers to the knowledge of principles, techniques or skills applicable to the profession or professional discipline. Professional knowledge is obtained during a professional qualification, experience and continuing professional development.
<b>Reference Point:</b>	Responsibility of a role to provide advice, guidance and support.
<b>State-Wide*:</b>	Refers to the impact of the role that may influence services, professional groups or clinical practice across the whole of Queensland. Purely working in a State-wide Service is not defined as state-wide unless the previous criteria are fulfilled. State-wide is the scope of practice required of the role, not the person.
<b>Student Education:</b>	Relates to participation in a range of supervision and education activities conducted in the workplace, the aim of which is the demonstrated acquisition of knowledge, skills and clinical reasoning by the student.
<b>Technical Employees:</b>	Those health practitioners who have a minimum qualification of a Diploma (or equivalent), and are responsible for the operation of, and sometimes interpretation of, data from healthcare apparatus.

**HEALTH PRACTITIONER ONE (HP 1)****SCOPE AND NATURE OF LEVEL**

Classification at HP1 level is reserved exclusively for employees in the process of completing prerequisite educational or training requirements for roles housed under HP2 or HP3 classification levels.

Roles at Health Practitioner 1 are those with an active focus on building toward the attainment of a recognised or acceptable level of knowledge and skill in their given domain. Requiring only a narrow set of knowledge and skills in their given discipline, these roles involve the performance of basic duties under the close clinical practice supervision of more experienced Health Practitioners in the given domain, with the quality of work output closely assessed. Roles may be referred to as cadetships, traineeship or scholarship roles.

**ROLE CONTEXT****Knowledge, Skills and Expertise**

- Demonstrates continuing work toward completion of prerequisite requirements for roles housed under HP2 or HP3 classification levels.
- Demonstrates a narrow level of knowledge and skill in their given domain, with the ability to undertake tasks under the guidance of a more experienced practitioner.

**Accountability**

- Works under the guidance of a more experienced practitioner in the domain.
- Actively continues to pursue prerequisite education and training necessary to build competency in given domain.

**HEALTH PRACTITIONER TWO (HP 2)****SCOPE AND NATURE OF LEVEL**

Roles at HP2 Level require employees to hold at least an Associate Diploma (or equivalent) (generally prior to 2000), Diploma and Advanced Diploma (or equivalent) qualification (Post 2000).

Roles at Health Practitioner 2 are technical roles demonstrating competent technical knowledge and skill in their given domain. They would be expected to undertake duties within the context of the role, with supervision commensurate with experience. They are able to perform routine duties, and undertake technical tasks of increasing complexity under the supervision of more experienced practitioners. They would be expected to be an active participant within their multidisciplinary work unit or technical team.

As experience builds roles make decisions and solve problems by exercising technical judgement with increasing independence. Roles are expected to manage their own workload, as directed and are expected to understand and comply with governance policies and processes.

**ROLE CONTEXT****Knowledge, Skills and Expertise**

- Demonstrates competent knowledge and skill to provide information to clients and colleagues.
- Demonstrates a competent level of knowledge, expertise and skill in the given technical domain, with the ability to apply established methods and procedures toward the completion of required tasks.
- Demonstrated ability to undertake technical tasks, commensurate with level of experience.
- Demonstrates the ability to work in a team.
- Demonstrates the ability to participate in quality or service improvement activities under the supervision of a more experienced practitioner.
- Builds and maintains effective relationships with clients and colleagues.
- Demonstrates the ability to apply effective written and verbal communication skills to provide professional services.

**Accountability**

- Accountable for the appropriate use of allocated resources.
- Contributes to administrative activities, including the collection of statistics or workload data.
- Provides technical services commensurate with level of experience.

- Accountable and responsible for provision of routine-level technical services under the supervision of more senior health practitioners.
- Commensurate with level of experience in role, provide technical education for students with the support of a senior Health Practitioner.
- Commensurate with level of experience in role, provide guidance, peer support and instruction on matters pertaining to routine technical matters to less experienced practitioners.
- Participates in professional development and education in the technical area, and is expected to provide mentoring and advice to less experienced health practitioners.
- Contributes to the development of policies, procedures and technical practice.
- Participates in technical governance activities within the work team.
- Contributes and participates in local quality and service improvement activities.

### HEALTH PRACTITIONER THREE (HP 3)

#### SCOPE AND NATURE OF LEVEL

##### Clinical Stream

HP3 covers both newly qualified clinicians and developing professional clinicians.

Clinical roles at the Health Practitioner 3 level encompasses roles requiring a competent level of professional knowledge and skill, and able to undertake routine clinical practice independently. They participate in teams, operating at the level of clinical practice commensurate with level of experience.

The role has a clinical focus and provides professional-level clinical services commensurate with level of clinical experience, mostly of a routine nature and with level of supervision decreasing with increasing experience. The role therefore manages own workload by undertaking duties independently within the context of the role, with clinical practice supervision commensurate with experience.

As experience builds, makes clinical decisions and solves problems by exercising clinical judgement of increasing independence. Such judgement requires an understanding of the context and the environment in which decision-making occurs in relation to health interventions and understands clinical governance policies and processes.

A primary researcher role implements research activities under direction.

Roles at this level requires employees to hold at least a relevant tertiary degree (or equivalent) qualification.

##### Technical Stream

Technical roles at Health Practitioner 3 require employees to be experienced in their given technical domain, and have either:

- Operational supervisory responsibilities including development of subordinate staff, performance management, co-ordination of workflow processes, quality of output of the work unit and implementing occupational health and safety guidelines, or
- Proven technical expertise and competence with demonstrated proficiency to perform complex technical tasks with minimal clinical practice supervision, and are expected to be an active contributor to their multidisciplinary work unit or technical team.

Roles provide independent technical services of a complex and varied nature where principles, procedures, techniques or methods require adaptation or modification with only occasional professional supervision. Roles are recognised as a reference point for technical health practitioners within the team, exercising independent decision-making and judgement on a day to day basis and providing professional advocacy and/or technical governance beyond routine practice.

Roles can provide technical leadership within the team, including professional supervision. Roles undertake duties of a complex and varied nature with technical decisions based on valid, reliable evidence and would be expected to integrate service initiatives into technical practice, organisational work unit guidelines and service policies. Roles perform duties with a high degree of independence and may provide technical services with some operational responsibilities.

## ROLE CONTEXT

### Knowledge, Skills and Expertise – Clinical Stream

- Demonstrates competent knowledge and skill to provide professional advice.
- Builds and maintains effective professional relationships with clients and colleagues.
- Demonstrates ability to apply effective written and verbal communication skills to provide professional services.
- Demonstrates recognised expertise and knowledge obtained through relevant tertiary education.
- Demonstrates knowledge, expertise and skill in the research protocols and applicable research methodology relevant to a health practitioner practice.
- Demonstrates the ability to professionally disseminate information to stakeholders.
- Demonstrates ability to participate in quality or service improvement activities under the clinical practice and / or operational supervision of a more experienced practitioner.

### Knowledge, Skills and Expertise – Technical Stream

- Demonstrates high-level knowledge and skill in the given technical domain, with the ability to undertake complex tasks in the domain with minimal supervision.
- Demonstrates the ability to provide guidance to less experienced unit or team members.
- Is recognised as a reference point for other technical health practitioners within the team.
- Applies high-level knowledge and skills in advising colleagues, management and other stakeholders.
- Demonstrates the ability to provide informed opinion regarding direction to a team operating within or across a service.
- Demonstrates effective communication skills to align a team and influence the culture.
- Develops effective professional relationships with clients, colleagues and stakeholders to inform technical outcomes and/or encourage change.
- Applies evidence based practice that supports the continuous improvement of local service delivery.
- Assists with research and/or development activities of the relevant discipline/service area.

### Accountability – Clinical Stream

- Uses allocated resources appropriately.
- Contributes to management activities such as collection of departmental statistics.
- Provides clinical services commensurate with level of experience.
- Makes more complex clinical decisions and solves problems under the clinical practice supervision or professional guidance of a more experienced practitioner.
- Assists in the development of policies, procedures and clinical practice and participates in local quality and service improvement activities.
- Contributes to clinical governance activities.
- Manages own professional standards / accreditation / registration requirements.
- Provides clinical practice supervision to less-experienced practitioners, work experience students or those involved in observational clinical placements; and provides direction to assistant and support staff.

### Accountability – Researcher

- Contributes to research activities by understanding and complying with research protocols.
- Applies appropriate research methodology to any the research being undertaken.

### Accountability – Technical Stream

Technical roles at level HP3 exercise independent judgement in providing technical services of a complex nature where principles, procedures, techniques or methods require expansion, adaptation or modification, requiring minimal supervision and may have responsibility for the following:

- Coordination of workflow for given technical work unit or team.
- The management of allocated resources in defined areas.
- Providing direction to a small team.
- Supervision of a technical work unit or team, including limited management of staff and resources within prescribed limits.
- Providing informed opinion on matters pertaining to complex technical matters.
- Providing technical advice to supervisors and relevant service managers regarding service delivery, equipment and technology.
- Providing input into strategic planning for a service.
- Contributing to technical governance activities within the work team.
- Initiating and recommending quality and service improvement initiatives.
- Providing technical education and mentoring and advice to students and less experienced technical health

practitioners.

- Commensurate with level of experience in role, providing guidance, peer support and instruction on matters pertaining to more complex technical matters to less experienced practitioners.

## HEALTH PRACTITIONER FOUR (HP 4)

### SCOPE AND NATURE OF LEVEL

#### Clinical Stream

- Clinical roles at Health Practitioner 4 demonstrates high-level knowledge, skills, experience and provides clinical leadership within the team including clinical practice supervision
- The role demonstrates high-level understanding of the environment in which clinical decisions are made to influence health outcomes and ensures that service initiatives are integrated into professional clinical practice, organisational work unit guidelines and service policies. The role undertakes duties of a complex and varied nature with clinical decisions based on valid and reliable evidence and is recognised as a reference point for other clinicians in the team.
- The role performs a majority of tasks and duties with a high degree of independence and provides independent clinical services of a complex and varied nature where principles, procedures, techniques or methods require adaptation or modification, with only occasional clinical/professional supervision. Therefore, the role exercises independent professional decision making and judgement on a day-to-day basis and required to provide professional advocacy and clinical governance beyond routine practice.
- A primary educator role develops, delivers and participates in evaluation of education and training programs within a discipline or service area within a district
- A designated role as a researcher within a project contributes to, or manages part of clinical research project/s that influence processes and standards of practice for a service.

#### Management Stream

- Management roles at Health Practitioner 4 demonstrate clinical expertise and understanding, and is responsible for the operational management of a small service / team, including alignment with and contribution to the strategic direction for the service. The role undertakes operational management responsibilities for a small service / team which require competent managerial knowledge and skills and performance of duties with a high degree of independence.
- Roles at this level provide a clinical service with some operational responsibilities providing operational management of a small service / team including human resource management, financial management, and asset management and monitoring of professional standards and quality outcomes. The role focus will usually be service / facility-based.

#### Technical Stream

- Technical roles at Health Practitioner 4 require advanced knowledge, skills, experience and leadership within their given discipline, or may provide leadership across two or more areas. The role will provide the point of reference for technical advice at a service level. Roles demonstrate expert knowledge, skills and experience in the technical domain, providing technical expertise and using expert command of specialised techniques. Roles ensure that service initiatives are integrated into technical practice, organisational work unit guidelines and service policies.
- Technical roles at Health Practitioner 4 may exercise managerial responsibilities for a technical work site or multiple sites, which may include management across multiple technical disciplines and a formal role in performance appraisal and the management of staff. Roles provide technical leadership within the team or service. Roles at this level would have operational and resource management responsibility, with a leadership role in quality assessment. Roles contribute to the development of technical competence in their work unit or service and perform duties through the independent application of technical expertise to improve practices.

### ROLE CONTEXT

#### Knowledge, Skills and Expertise – Clinical Stream

- Applies high-level knowledge and skills in advising other colleagues, management and other stakeholders.
- Develops effective professional relationships with clients, colleagues and stakeholders to inform / influence clinical outcomes and/or encourage behavioural change.
- Exercises independent professional judgement in problem-solving and managing clinical caseloads.
- Demonstrates a high level of clinical knowledge and skills.
- Demonstrates high-level knowledge, skills and/or clinical leadership, applied to single specialities or across two or more (multi-specialty) clinical areas or modalities.
- Is recognised as a reference point within the team.
- Uses knowledge and skills to contribute to formal research and knowledge base of the service.
- Applies professional clinical evidence that support continuous improvement of local service delivery.
- Demonstrates a broad understanding of the continuum of care and the organisational provision of multidisciplinary health service.

**Knowledge, Skills and Expertise – Educator**

- Demonstrates a high level of educator knowledge, expertise and skill in a health practitioner practice and/or service area.
- Demonstrates a communication skill in disseminating professional development learning to clinical professionals.

**Knowledge, Skills and Expertise – Researcher**

- Demonstrates knowledge, expertise and skill in research methodology applicable to a health practitioner practice and/or service area
- Demonstrates a communication skill in disseminating research findings and reports to stakeholders on individual research projects

**Knowledge, Skills and Expertise – Management Stream**

- Demonstrates ability to provide advice regarding direction to a team operating within or across a service
- Demonstrates effective communication skills to align a team and influence the culture towards a common vision, direction and ethical framework
- Demonstrates recognised management abilities obtained through development activities, postgraduate education or formal qualification(s)
- Demonstrates leadership, knowledge and abilities to manage a small team

**Knowledge, Skills and Expertise – Technical Stream**

- Demonstrates specialised knowledge and skills in complex contemporary practice in given technical area or areas
- Applies advanced technical knowledge and skills to provide advice to colleagues, management and other stakeholders
- Demonstrates the ability to supply strategic direction to a team operating within or across a service
- Demonstrates high level management skills, especially in the areas of operational management and resource allocation operating, at either a single site or multiple sites
- Demonstrates the ability to manage a small/medium sized team
- Applies high level evidence based practice to lead service quality and improvement activities and contribute to the development of technical competence
- Demonstrates high-level communication skills to align a team and influence the culture
- Contributes to research and/or development activities of the relevant discipline or service area

**Accountability – Clinical Stream**

- Exercises clinical judgement in providing services of a complex nature where principles, procedures, techniques or methods require expansion, adaptation or modification.
- Exercises independent professional judgement in decision-making and clinical management, handling an increasingly complex and varied caseload beyond that of day-to-day practice relevant to the discipline.
- Provides clinical advice to professional and operational supervisors and relevant service managers regarding service delivery, equipment, technology and the prioritisation and development of clinical services.
- Undertakes clinical governance activities within the service.
- Provides clinical practice supervision to staff, assistants and support staff, to ensure the maintenance of clinical standards.
- Monitors and reports clinical work practices and outcomes within a clinical service and initiating, planning and evaluating local service improvement activities.

**Accountability – Educator**

- Assumes the primary role of designated clinical educator, including responsibilities as clinical educator for pre-entry-level clinical students or staff, and independently coordinates local clinical education programs (this is an education role).
- Actively contributes to implementation of education program activities.
- Responsible for delivering professional development assistance and clinical practice training activities to students and staff.

**Accountability – Researcher**

- Monitor and report on the application of appropriate research methodology and clinical practicality of research findings.

**Accountability – Management Stream**

- Responsible for the day-to-day operational management of a small team.
- Responsible for the appropriate management of allocated resources in defined areas.
- Provides advice and direction to a small team.
- Provides input into strategic planning for a service.

- Monitors and reports on professional standards and quality outcomes from staff and/or work unit.
- Undertakes clinical governance activities within the service.

#### **Accountability – Technical Stream**

- Provides independent, high-level, specialised or generalist services of a complex and critical nature with significant scope.
- Responsible for providing expert technical advice within the specific area of expertise to relevant stakeholders regarding standards and service development.
- Provides advice and contributes to the strategic direction of a technical work unit.
- Operational management and resource allocation responsibilities for a technical work unit or work units.
- Responsible for the day to day operational management of a technical work unit or work units, including responsibility for quality assessment, performance appraisal and other operational issues, across one or more sites.
- Accountable for the administration, direction and control of budget/s, assets and/or facility management.
- Contributes to strategic planning for a service.
- Advocates for / influences the program or service.
- Leads technical governance activities for a technical discipline within a service.
- Provides education and supervision to students and/or less experienced technical health practitioners within area/s of expertise, including performance management.
- Leads change through quality and service improvement activities and the development of better practice.

### **HEALTH PRACTITIONER FIVE (HP 5)**

#### **SCOPE AND NATURE OF LEVEL**

##### **Clinical Stream**

- Clinical roles at Health Practitioner 5 demonstrates an advanced level of knowledge, skills and experience and provides clinical leadership within the team at a service level and/or
- The role performs duties through the independent application of clinical expertise to improve clinical techniques and provides the reference point for other clinicians at a service level. The role influences clinical practice through the provision of professional advocacy and/or leads clinical governance systems and processes for a service
- The role provides independent clinical services of a highly-complex and varied nature where principles, procedures, techniques or methods require constant adaptation or modification to address clinical requirements.
- A primary educator role develops, delivers and participates in evaluation of specialised education and training programs within services. A primary educator role contributes to the strategic direction of professional development programs that contribute to enhanced clinical practice knowledge and skills across a service.
- A primary researcher role leads and manages clinical research programs or a component of a major clinical research program with research outcomes influencing clinical processes and standards of clinical practice. Such a role requires relevant postgraduate research qualification and a recent history of peer reviewed publishing on complex clinical practice and/or broad professional topics (not associated with obtaining academic qualifications).

##### **Management Stream**

- Management roles at Health Practitioner 5 demonstrate high-level managerial knowledge and skills to provide operational management to a medium-sized, discipline-specific or multidisciplinary professional team or multi-modality work unit with a formal role in the performance appraisal and management of staff.
- The strategic focus of management roles at this level will usually be at service/team level.

##### **Technical Stream**

- Technical roles at Health Practitioner level 5 have a high level of managerial responsibility across large and diverse multi-disciplinary technical teams across multiple jurisdictions. Management will be strategically-focused, across multiple jurisdictions, with accountabilities focused on leading service delivery in the given technical function. Roles provide expert technical leadership within a team or multi-disciplinary work unit.
- Roles will provide expert technical services and authoritative advice and a reference point for the discipline / service (within and outside the service) at a state-wide or national level. Roles perform in an expert capacity with command of highly specialised techniques. Roles provide leadership of the discipline / service across multiple jurisdictions. The strategic focus for the role will be service based with multiple disciplines or settings.
- Roles lead the integration of service initiatives into technical practice, guidelines and service policies. Responsibilities will also include integration of service delivery with professional healthcare stakeholder groups across multiple jurisdictions.
- Roles would be expected to contribute to the development of technical competence in the discipline/service at a state or national level and to advocate for and influence the discipline / service's strategic direction of technical practice.

## ROLE CONTEXT

### Knowledge, Skills and Expertise – Clinical Stream

- Applies latest evidence and high-level judgement in advising and influencing senior management and other stakeholders.
- Demonstrates high level communication skills to align a team and influence the culture.
- Demonstrates specialised level of knowledge and skills in complex, contemporary, clinical practice standards.
- Demonstrates a specialised level of knowledge, skills and clinical leadership applied to single specialities or advanced level across two or more (multi-specialty) clinical areas or modalities.
- Possesses advanced clinical leadership abilities that are recognised at a service level.
- Uses knowledge and skills to contribute to formal research and develops the knowledge base of the service.
- Uses evidence-based practice to apply knowledge and skills that facilitate novel and/or critical decisions in a complex clinical caseload.
- Leads quality and service improvement activities.

### Knowledge, Skills and Expertise – Educator

- Demonstrates specialised educator knowledge, expertise and skill in a health practitioner practice and/or service area.
- Demonstrates a high level of communication skill in all aspects of disseminating professional development learning to clinical professionals.

### Knowledge, Skills and Expertise – Researcher\*

- Demonstrates specialised research knowledge, expertise and skill in a health practitioner practice and/or service area.
- Demonstrates a high level of communication skill in all aspects of research including disseminating of findings and ability to provide reports to stakeholders.

*\*Note 1: Research roles at this level would require one or more of the following mandatory qualifications: relevant postgraduate research qualification with research experience approximately equivalent to a research masters degree or higher. Such experience may be discipline specific or have a service area focus.*

### Knowledge, Skills and Expertise – Management Stream

- Demonstrates ability to supply strategic direction to a team operating within or across a service.
- Demonstrates ability to manage a medium-sized team.
- Demonstrates high level communication skills to align a team and influence the culture towards a common vision, direction and ethical framework.
- Demonstrates a high level of clinical knowledge and skills.
- Demonstrates advanced management knowledge and skills and advanced leadership to manage a medium-sized team.
- Leads quality and service improvement activities.

### Knowledge, Skills and Expertise – Technical Stream

- Demonstrates an expert level of technical knowledge and skills.
- Demonstrates high-level management skills including strategic resource allocation across large or diverse technical teams across multiple jurisdictions.
- Advocates for and influences the service on matters of high importance, using negotiation and conflict management skills with relevant stakeholders.
- Demonstrates high-level management knowledge and skills and leadership abilities to manage large or diverse teams across multiple jurisdictions.
- Demonstrates high-level communication skills to align a service and influence the culture.
- Leads and drives service quality and service improvement activities, shaping service delivery and the development of technical competence.
- Leads research and/or development activities of the relevant discipline across multiple jurisdictions.

### Accountability – Clinical Stream

- Provides independent, high-level, specialised or generalist clinical services of a complex and critical nature with significant scope.
- Leads change through service-wide quality and service improvement activities and the development of better practice.
- Provides advice to senior management, colleagues and other relevant stakeholders regarding complex professional standards and clinical service development.
- Leads professional governance activities for a discipline within the service.
- Leads clinical governance activities for the service.

- Provides clinical practice supervision to clinicians within area(s) of expertise, including a role in performance management.

**Accountability – Educator**

- In educator roles, assumes the roles of staff or student educator and supporting resource / coordinator of other educator staff across facilities or service.
- Contribute to the operational management of educator programs.
- Responsible for the development and implementation of education and training pertaining to clinical practices.

**Accountability – Researcher\***

- In primarily research roles, will be responsible for clinical research programs and strategy within a service.

*\*Note 2: Responsibilities for research roles may include management of a research-specific cost centre.*

**Accountability – Management Stream**

- Responsible for operational management and resource allocation for a medium-sized team.
- Accountable for the administration and control of budget/s, assets and/or facility management.
- Responsible for the operational and strategic management of a medium-sized team (indicative size of team dependent on scope and diversity of clinical services provided, geographic spread of service delivery and the relative number of discipline health practitioners employed at that hospital / locality).
- Undertakes strategic planning for a service.
- Advocates for / influences the program / service.
- Leads professional governance activities for a discipline within the service.
- Leads clinical governance activities for the service.

**Accountability – Technical Stream**

- Provides authoritative advice to relevant stakeholders on matters falling within their area of technical knowledge, expertise and responsibility.
- Provides highly complex technical services and adapts practices/methods to resolve issues.
- Responsible for the strategic and operational management for a medium/large technical team across multiple jurisdictions.
- Sets, implements and reports on strategic direction for a medium/large technical team across multiple jurisdictions.
- Advocates for a service on matters of high importance to address technical and/or operational issues.
- Leads technical governance activities across multiple jurisdictions.
- Accountable for the administration, direction and control of assets and financial management.
- Sets strategic direction for a medium/large technical team across multiple jurisdictions of a state-wide service area
- Leads and manages a medium/large technical team across multiple jurisdictions.
- Has strategic planning responsibilities across multiple jurisdictions.
- Exhibits leadership, advocacy and influence in the development of technical standards on a state-wide / national basis.
- Leads the development of service improvement initiatives and competence in the given technical area with state-wide implications resulting in improved quantifiable outcomes across multiple jurisdictions.
- Leads the delivery of services across multiple jurisdictions, driving high-level quality improvement activities.
- Demonstrates leadership in the supervision and education of staff and students.
- Provides expert training and guidance to experienced technical health practitioners looking to build capacity.
- Leads the development of the technical profession and practice standards on a state-wide/national basis or across multiple jurisdictions.

**HEALTH PRACTITIONER SIX (HP 6)****SCOPE AND NATURE OF LEVEL****Clinical Stream**

- Clinical positions at Health Practitioner 6 possess an expert level of knowledge, skills, experience and clinical leadership at a state/national level. The role is accountable for state leadership of the discipline/service and is the reference point within and outside the service at a state/national level.
- The role performs in a consultant capacity, providing clinical expertise and using expert command of specialised techniques and provides formal, consultant-level clinical services, required to provide authoritative clinical advice and uses expert command of specialised techniques within the given discipline/service at a state/national level.
- The role will contribute to the development of professional competence in the given area at a state level and advocates/influences regarding the service's strategic direction of clinical practice.
- A primary educator role will be responsible for the strategic state-wide development, delivery and evaluation of a range of education and training programs in collaboration with education providers.
- A primary researcher role leads and manages significant clinical research programs across facilities and/or services, which will have a broad scope, diverse population groups and be multi-disciplinary. The role requires relevant postgraduate research qualification and a recent history of (1) peer reviewed publishing on complex clinical practice and/or broad professional topics (not associated with obtaining academic qualifications) and (2) successfully obtaining competitive research grants and funds.

**Management Stream**

- Management positions at Health Practitioner 6 possess an expert level of knowledge, skills, experience and provide high-level operational and strategic managerial knowledge, skills and experience.
- The professional management role will often be service-wide and may involve alignment across multiple specialties or settings.
- The role's strategic focus will often be service-based and involve alignment across multiple specialties or settings.

**ROLE CONTEXT****Knowledge, Skills and Expertise – Clinical Stream**

- Demonstrates ability to articulate strategic direction for a service.
- Advocates for/influences the service generally on matters of high importance, using negotiation and conflict management skills with relevant stakeholders.
- Demonstrates leadership in the development of professional standards on a state-wide basis.
- Demonstrates high level communication skills to align a service and influence the culture.
- Demonstrates recognised expertise, knowledge and skills obtained through formal qualifications, postgraduate education or continuing education.
- Demonstrates expert level of knowledge and skills and advanced clinical leadership abilities.
- Demonstrates a contribution to research and knowledge in a given discipline through publication in peer-reviewed publications.
- Demonstrates ability to apply an expert level of clinical knowledge, skills and expertise in the given area in a strategic, state-wide capacity.
- Demonstrates ability to apply high-level expertise in service policies and standards toward complex problem-solving.
- Provides leadership on state-wide committees and may be a representative on national committees.

**Knowledge, Skills and Expertise – Educator**

- Demonstrates expert level of educator knowledge and skills and strategic-level leadership abilities to manage a major complex educational program for an extensive service or state-wide basis.
- Advocates for/influences on matters of high importance to professional development learning for clinical professionals on a service area or state-wide basis.

**Knowledge, Skills and Expertise – Researcher\***

- Demonstrates extensive post-doctoral level clinical research methodology knowledge, skills and expertise in the specific area or across a variety of areas and with extensive reputation in their research agenda.
- Demonstrates ability to prepare complex grant applications, research methodology and disseminating findings at conferences and in peer reviewed journals.
- Demonstrates ability to develop relationships with universities, professional associations, NGOs and other research organisations.

*\*Note 3: Research roles at this level would require one or more of the following mandatory qualifications: relevant postgraduate research qualification (that is, research Masters or PhD); equivalent significant publishing history; history of success in obtaining competitive research grants; recognition as at least an Assoc Professor at Universities.*

#### **Knowledge, Skills and Expertise – Management Stream**

- Demonstrates high-level management skills across a large team.
- Demonstrates ability to articulate strategic direction for a service.
- Advocates for/influences the service generally on matters of high importance, using negotiation and conflict management skills with relevant stakeholders.
- Demonstrates leadership in the development of professional standards on a state-wide basis.
- Demonstrates high level communication skills to align a service and influence the culture towards a common vision, direction and ethical framework.
- Demonstrates recognised expertise, knowledge and skills obtained through formal qualifications, postgraduate education or continuing education.
- Demonstrates high-level management knowledge and skills and leadership abilities to manage a large team.

#### **Accountability – Clinical Stream**

- Provides clinical services which are highly complex, where new methods are required to resolve clinical cases.
- Solves large-scale, complex clinical service or workflow problems through recognised expertise and high-level interpretation of existing health service systems, professional standards and other considerations.
- Provides authoritative counsel, in matters relating to clinical area/s of expertise, to stakeholders both within and outside the discipline.
- Exhibits leadership and advocacy/influence in the development of professional competence in a clinical area on a state-wide basis.
- Demonstrates leadership in the clinical practice supervision and education of staff and students and provides expert training and guidance to experienced clinicians looking to build capability.
- Leads the development of the profession and practice standards on a state-wide basis.
- Leads professional governance activities across a service for a health practitioner discipline.
- Leads clinical governance activities across a service.

#### **Accountability – Educator**

- In primary educator roles, assumes area or state-wide responsibilities for staff or student education and leads the development of education and training initiatives within a discipline or service.

#### **Accountability – Researcher**

- In primary research roles, is responsible for clinical research programs and strategy across facilities and/or services.

#### **Accountability – Management Stream**

- Responsible for all aspects of strategic and operational management of the given jurisdiction.
- Accountable for the administration, direction and control of the asset management and financial management.
- Sets, implements and reports on strategic direction for a large team.
- Provides authoritative counsel to stakeholders.
- Provides strategic planning at a service level.
- Leads professional governance activities across a service for a health practitioner discipline.
- Leads clinical governance activities across a service.

### **HEALTH PRACTITIONER SEVEN (HP 7)**

#### **SCOPE AND NATURE OF LEVEL**

##### **Clinical Stream**

- Clinical positions at Health Practitioner 7 demonstrates an expert level of knowledge, skills and experience and provides strategic, professional, clinical leadership in a tertiary referral hospital, over multiple services or for multiple disciplines or within the discipline, for complex services which would be recognised either nationally or internationally. The role is accountable for state leadership of the discipline/service and is the reference point within and outside the service nationally and internationally.
- The role performs in a strategic consulting capacity, providing clinical expertise and using expert command of specialised techniques and provides formal, consultant-level clinical services, required to provide authoritative clinical advice and uses expert command of specialised techniques within the given discipline/service on a national/international level.

- The position is integral to the development of professional competence in the given area on a state-wide basis (and nationally) and leads the review, development and implementation of policy/procedures/standards for major complex services.
- A primary educator role provides strategic leadership in the state-wide development of staff and student education and training programs across a range of professions / clinical areas / sectors
- A primary researcher role leads significant clinical research programs with research outcomes being implemented as standard clinical processes. The research will be multi-disciplinary of critical clinical importance across diverse population groups and/or services and requires relevant postgraduate research qualifications and a recent extensive history in (1) publishing on significant clinical practice initiatives and professional topics (not associated with obtaining academic qualifications) in peer reviewed publications and (2) extensive record of obtaining competitive research multi-year grants and funds.

### **Management Stream**

- Management positions at Health Practitioner 7 demonstrates an expert level of knowledge, skills and experience and high-level strategic, managerial knowledge, skills and experience for major complex services. The role manages a large team providing a major, complex service at a tertiary referral hospital or multiple hospitals / facilities and is a member on, or has significant engagement with the Executive to inform decision making.
- The role's the strategic focus of the role is significant within a service and required to advocate strategically for a discipline or group of disciplines at a statewide level. The role leads the review, development and implementation of policy / procedures / standards for major complex services.

## **ROLE CONTEXT**

### **Knowledge, Skills and Expertise – Clinical Stream**

- Demonstrates recognised expertise, knowledge and skills obtained through formal qualifications, postgraduate education or continuing education and the ability to apply an expert level of clinical knowledge, skills and expertise in the given area in a strategic, statewide capacity.
- Demonstrates expert knowledge and skills and strategic-level leadership abilities to manage a major complex service. Demonstrates ability to apply high-level expertise in service policies and standards toward complex problem-solving and challenge existing service protocols and leads the development of new state-level policy.
- Demonstrates high-level leadership in the development of professional standards in the given clinical area on a statewide basis and the ability to advocate for a professional discipline on state matters of high importance in a given, using high-level negotiation and conflict management. Role provides leadership on statewide committees and may be a representative on national committees. Demonstrates a contribution to research and knowledge in a given discipline through publication in peer-reviewed publications.
- A primary educator role demonstrates expert level of educator knowledge and skills and strategic-level leadership abilities to manage a major complex educational program for an extensive service or state-wide basis. The educator performs the role of strategic-level professional development learning advocate on professional development learning for across a professional discipline/s or service on a statewide basis.
- A primary researcher role demonstrates extensive post-doctoral level clinical research methodology knowledge, skills and expertise in the specific area or across a variety of areas and with extensive international reputation in their research agenda. The role is required to develop effective partnerships with Universities, professional associations, NGOs and other research organisations\*.

*\*Note 4: Research positions at this level would require one or more of the following mandatory qualifications: relevant postgraduate research qualification (that is, research Masters or PhD); equivalent significant publishing history; history of success in obtaining competitive research grants*

### **Knowledge, Skills and Expertise – Management Stream**

- Demonstrates strategic-level, professional management skills across large, diverse and/or complex professional teams or disciplines, which may have statewide operation, of significant importance and the ability to supply strategic direction to a large professional team operating at a tertiary referral hospital; or over multiple sites and services.
- Demonstrates expert knowledge and skills and strategic-level leadership abilities to manage a major complex service and ability to advocate for a discipline on matters of high importance in a given area across the state.
- Demonstrates ability to challenge existing service protocols and leads the development of new state-level policy.
- Demonstrates ability to advocate for professional discipline on state matters of high importance in given area, using high-level negotiation and conflict management. Demonstrates high-level leadership in the development of professional standards in the given clinical area on a statewide basis.

### **Accountability – Clinical Stream**

- Solves large-scale, complex, clinical service or work-flow problems through recognised expertise, high-level

interpretation of existing health service systems, professional standards and other pertinent external considerations.

- Provides authoritative, statewide counsel, in matters relating to area of expertise, to stakeholders both within and outside the discipline, service and the health sector.
- Provides strategic leadership and direction in the development of professional competence in the given professional clinical area on a statewide basis.
- Provides expert training and guidance to more-experienced clinicians looking to build specialised capability in their given professional clinical area.
- Leads professional governance for a health practitioner discipline within a service and influences the direction of professional governance.
- Leads health practitioner clinical governance within a service and influences the direction of clinical governance.

#### **Accountability – Educator**

- In educator roles, assumes statewide responsibilities for staff or student education and leads the development of education and training initiatives within the service.

#### **Accountability – Researcher**

- In research roles, is responsible for clinical research programs or strategies.

#### **Accountability – Management Stream**

- Responsible for all aspects of strategic and operational management of the given jurisdiction.
- Accountable for the administration, direction and control of the asset management and financial management.
- Accountable for all initiatives undertaken, including its flow-on implications.
- Accountable for all professional counsel provided to relevant stakeholders.
- Has strategic planning responsibilities across multiple sites and services at a service or state level.
- Leads professional governance for a health practitioner discipline within a service and influences the direction of professional governance.
- Leads health practitioner clinical governance within a service and influences the direction of clinical governance.

## **HEALTH PRACTITIONER EIGHT (HP 8)**

### **SCOPE AND NATURE OF LEVEL**

- Management positions at Health Practitioner 8 demonstrate an expert level of clinical expertise in the given area and provides authoritative advice on relevant professional standards.
- Positions at this level will perform a range of high level responsibilities which may include:
- creating a strategic-level framework and directing the development of professional competence within a discipline area and relevant multidisciplinary services on a statewide basis;
- establishing frameworks for the advancement and integration of disciplines to support the delivery of quality statewide health services within relevant governmental and national directions;
- managing a large professional discipline or multi-disciplinary workforce strategically, providing health services statewide;
- being a representative on an executive management team;
- providing strategic leadership and authoritative advice in the future statewide and national development of the discipline/s, developing formal, long-term plans to ensure ongoing, high-quality standards of performance, safety, patient care and interservice coordination;
- The role contributes actively to overall corporate strategy and creating health service initiatives to achieve health outcomes and, in so doing, challenges existing protocols and initiates and leads policy changes. The role is a key driver facilitating high-quality, statewide standards of performance, safety, patient care and interservice coordination in its given discipline or multidisciplinary workforce area.
- The Director-General will determine the salary level for appointment to the HP8 classification level having regard for the context of the position and the responsibilities required. the Director-General will determine the salary level for appointment to the HP8 classification level, having regard for the context of the role and the responsibilities required.

### **ROLE CONTEXT**

#### **Knowledge, Skills and Expertise**

- Demonstrates an expert level of clinical knowledge, skills and expertise in the given disciplines or multidisciplinary workforce area.
- Demonstrates strategic-level management skills across the operation of a large professional discipline or

multidisciplinary workforce, including strategic alignment of direction with relevant government and national health policies.

- Applies expert level of clinical knowledge and skill in a strategic, statewide capacity over multiple sites and disciplines.
- Formally recognised as a nationwide expert, providing authoritative advice on the statewide future development of the professional discipline/s plus the capacity to predict and role the service to meet future challenges.
- Demonstrates ability to apply high-level expertise to develop service policies and standards that enhance clinical practice and achieve better health outcomes.
- Demonstrates ability to initiate and lead the development of service strategy, advocating authoritatively on a statewide, national or international basis.

#### **Accountability**

- Is responsible for all aspects of management of the given jurisdiction.
- Is accountable fully for the administration, direction and control of the asset and financial management.
- Is expected to have significant managerial control and accountability of people and resources in all aspects of a very large and diverse service.
- Has highly-specialised, managerial capabilities to manage a large professional discipline or multidisciplinary workforce providing health services in a large tertiary facility, across multiple sites/settings or multiple specialty areas/divisions of a statewide-oriented service.
- Demonstrates strategic leadership in the statewide future development of the professional discipline/s, providing formal plans to ensure ongoing high-quality standards of performance, safety, patient care and interservice coordination.
- Demonstrates professional leadership through harnessing knowledge to contribute to the development of the discipline or a multidisciplinary service, including incorporating evidence-based initiatives into clinical practice
- Is accountable fully for developing and implementing initiatives to achieve corporate goals, including their flow-on implications.
- Is accountable fully for input into corporate policy and all other professional counsel provided to interested stakeholders.
- Includes responsibility for operational matters (such as facilitating staff development and performance appraisal) and leadership in people management.
- Leads professional governance for a health practitioner discipline within a large tertiary facility and provides the direction of professional governance.

**SCHEDULE 3 – WAGE RATES****DENTAL OFFICERS**

Position	Classification	Pay Point	Wage rates payable from 17 October 2016		Wage rates payable from 17 October 2017		Wage rates payable from 17 October 2018	
			Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
Dental Officer	L1	1	\$3,776.50	\$98,526	\$3,870.90	\$100,989	\$3,967.70	\$103,514
		2	\$3,886.40	\$101,393	\$3,983.60	\$103,929	\$4,083.20	\$106,528
		3	\$3,996.40	\$104,263	\$4,096.30	\$106,870	\$4,198.70	\$109,541
		4	\$4,188.70	\$109,280	\$4,293.40	\$112,012	\$4,400.70	\$114,811
		5	\$4,326.30	\$112,870	\$4,434.50	\$115,693	\$4,545.40	\$118,586
		6	\$4,546.20	\$118,607	\$4,659.90	\$121,573	\$4,776.40	\$124,613
Senior Dentist	L2	1	\$4,683.50	\$122,189	\$4,800.60	\$125,244	\$4,920.60	\$128,375
Senior Dentist (Clinical)		2	\$4,821.00	\$125,776	\$4,941.50	\$128,920	\$5,065.00	\$132,142
		3	\$4,985.90	\$130,079	\$5,110.50	\$133,329	\$5,238.30	\$136,664
		4	\$5,178.30	\$135,098	\$5,307.80	\$138,477	\$5,440.50	\$141,939
Principal Dentist	L3	1	\$5,370.90	\$140,123	\$5,505.20	\$143,627	\$5,642.80	\$147,217
		2	\$5,535.80	\$144,425	\$5,674.20	\$148,036	\$5,816.10	\$151,738
Director	L4	1	\$5,783.10	\$150,877	\$5,927.70	\$154,649	\$6,075.90	\$158,516
		2	\$6,030.50	\$157,331	\$6,181.30	\$161,266	\$6,335.80	\$165,296
Dental Specialist	DS1	1	\$5,783.10	\$150,877	\$5,927.70	\$154,649	\$6,075.90	\$158,516
		2	\$6,030.50	\$157,331	\$6,181.30	\$161,266	\$6,335.80	\$165,296
		3	\$6,278.10	\$163,791	\$6,435.10	\$167,887	\$6,596.00	\$172,085
		4	\$6,525.60	\$170,248	\$6,688.70	\$174,503	\$6,855.90	\$178,866
		5	\$6,772.90	\$176,700	\$6,942.20	\$181,117	\$7,115.80	\$185,646
Senior Dental Specialist	DS2	1	\$7,020.30	\$183,155	\$7,195.80	\$187,733	\$7,375.70	\$192,427
		2	\$7,267.80	\$189,612	\$7,449.50	\$194,352	\$7,635.70	\$199,210
		3	\$7,460.20	\$194,631	\$7,646.70	\$199,497	\$7,837.90	\$204,485

## HEALTH PRACTITIONERS

Classification Level	Pay point	Wage rates payable from 17 October 2016		Wage rates payable from 17 October 2017		Wage rates payable from 17 October 2018	
		Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
HP1	1	\$ 1,855.90	\$ 48,419	\$ 1,902.30	\$ 49,630	\$ 1,949.90	\$ 50,871
	2	\$ 1,910.60	\$ 49,846	\$ 1,958.40	\$ 51,093	\$ 2,007.40	\$ 52,372
	3	\$ 1,966.50	\$ 51,305	\$ 2,015.70	\$ 52,588	\$ 2,066.10	\$ 53,903
	4	\$ 2,024.30	\$ 52,813	\$ 2,074.90	\$ 54,133	\$ 2,126.80	\$ 55,487
	5	\$ 2,081.20	\$ 54,297	\$ 2,133.20	\$ 55,654	\$ 2,186.50	\$ 57,044
	6	\$ 2,137.90	\$ 55,776	\$ 2,191.30	\$ 57,169	\$ 2,246.10	\$ 58,599
	7	\$ 2,195.30	\$ 57,274	\$ 2,250.20	\$ 58,706	\$ 2,306.50	\$ 60,175
HP2	1	\$ 2,260.20	\$ 58,967	\$ 2,316.70	\$ 60,441	\$ 2,374.60	\$ 61,952
	2	\$ 2,404.00	\$ 62,719	\$ 2,464.10	\$ 64,287	\$ 2,525.70	\$ 65,894
	3	\$ 2,517.90	\$ 65,690	\$ 2,580.80	\$ 67,331	\$ 2,645.30	\$ 69,014
	4	\$ 2,633.70	\$ 68,711	\$ 2,699.50	\$ 70,428	\$ 2,767.00	\$ 72,189
	5	\$ 2,792.10	\$ 72,844	\$ 2,861.90	\$ 74,665	\$ 2,933.40	\$ 76,530
	6	\$ 2,974.20	\$ 77,595	\$ 3,048.60	\$ 79,536	\$ 3,124.80	\$ 81,524
	7	\$ 3,047.80	\$ 79,515	\$ 3,124.00	\$ 81,503	\$ 3,202.10	\$ 83,541
	8*	\$ 3,140.10	\$ 81,923	\$ 3,218.60	\$ 83,971	\$ 3,299.10	\$ 86,071
HP3	0	\$ 2,404.00	\$ 62,719	\$ 2,464.10	\$ 64,287	\$ 2,525.70	\$ 65,894
	1	\$ 2,633.70	\$ 68,711	\$ 2,699.50	\$ 70,428	\$ 2,767.00	\$ 72,189
	2	\$ 2,792.10	\$ 72,844	\$ 2,861.90	\$ 74,665	\$ 2,933.40	\$ 76,530
	3	\$ 2,974.20	\$ 77,595	\$ 3,048.60	\$ 79,536	\$ 3,124.80	\$ 81,524
	4	\$ 3,089.60	\$ 80,605	\$ 3,166.80	\$ 82,620	\$ 3,246.00	\$ 84,686
	5	\$ 3,227.90	\$ 84,214	\$ 3,308.60	\$ 86,319	\$ 3,391.30	\$ 88,477
	6	\$ 3,366.00	\$ 87,817	\$ 3,450.20	\$ 90,013	\$ 3,536.50	\$ 92,265
	7	\$ 3,533.40	\$ 92,184	\$ 3,621.70	\$ 94,488	\$ 3,712.20	\$ 96,849
	8*	\$ 3,643.70	\$ 95,062	\$ 3,734.80	\$ 97,438	\$ 3,828.20	\$ 99,875
HP4	1	\$ 3,897.60	\$ 101,686	\$ 3,995.00	\$ 104,227	\$ 4,094.90	\$ 106,833
	2	\$ 3,978.80	\$ 103,804	\$ 4,078.30	\$ 106,400	\$ 4,180.30	\$ 109,061
	3	\$ 4,082.80	\$ 106,517	\$ 4,184.90	\$ 109,181	\$ 4,289.50	\$ 111,910
	4	\$ 4,194.00	\$ 109,418	\$ 4,298.90	\$ 112,155	\$ 4,406.40	\$ 114,960
HP5	1	\$ 4,409.20	\$ 115,033	\$ 4,519.40	\$ 117,908	\$ 4,632.40	\$ 120,856
	2	\$ 4,600.70	\$ 120,029	\$ 4,715.70	\$ 123,029	\$ 4,833.60	\$ 126,105
HP6	1	\$ 4,912.40	\$ 128,161	\$ 5,035.20	\$ 131,365	\$ 5,161.10	\$ 134,649
	2	\$ 5,085.10	\$ 132,667	\$ 5,212.20	\$ 135,983	\$ 5,342.50	\$ 139,382
HP7	1	\$ 5,595.90	\$ 145,993	\$ 5,735.80	\$ 149,643	\$ 5,879.20	\$ 153,384
	2	\$ 5,996.90	\$ 156,455	\$ 6,146.80	\$ 160,366	\$ 6,300.50	\$ 164,376
HP8	1	\$ 6,214.40	\$ 162,129	\$ 6,369.80	\$ 166,184	\$ 6,529.00	\$ 170,337
	2	\$ 6,475.40	\$ 168,939	\$ 6,637.30	\$ 173,162	\$ 6,803.20	\$ 177,491
	3	\$ 6,769.80	\$ 176,619	\$ 6,939.00	\$ 181,034	\$ 7,112.50	\$ 185,560
	4	\$ 7,294.90	\$ 190,319	\$ 7,477.30	\$ 195,077	\$ 7,664.20	\$ 199,954
	5	\$ 7,600.60	\$ 198,294	\$ 7,790.60	\$ 203,251	\$ 7,985.40	\$ 208,333

\* These increments are available only to those employees who meet the requirements of Clause 12.10 of the *Health Practitioners and Dental Officers (Queensland Health) Award – State 2015*

**SCHEDULE 4 – PRESERVED HR POLICIES**

<b>HR Policy Number</b>	<b>Matter</b>
HR Policy B23	Permanent Employment
HR Policy B24	Appointments – Permanent and/or Temporary – Commonwealth and/or State Funded Programs
HR Policy B25	Temporary Employment
HR Policy B26	Casual Employment
HR Policy B30	Higher Duties
HR Policy C26	Parental Leave
HR Policy C32	Compulsory Christmas / New Year Closure
HR Policy C33	Radiation Safety Act 1999 – Application and Licence Fees – 'Use' Licences
HR Policy C38	Long Service Leave – Entitlement, Conditions, Pay in Lieu, Cash Equivalent, Casuals, Home Helps, Part-Time, Voluntary Reversion and Termination Payment
HR Policy D5	Accommodation Assistance – Rural and Remote Incentive
HR Policy E12	Grievance Resolution
HR Policy E13	Workplace Harassment
HR Policy F3	Access to Employees Record
HR Policy F4	Union Encouragement

Signed for and on behalf of the United Voice, Industrial Union of Employees, Queensland:

SHARRON CADDIE

Print Name

18/5/2017

Date

Signature

In the presence of:

ROBYN O'DWYER

Print Name

18/5/2017

Date

Signature

Signed for and on behalf of the Together Queensland, Industrial Union of Employees:

ALEX SCOTT

Print Name

19/5/17

Date

Signature

In the presence of:

DANIEL GOLDMAN

Print Name

19/5/17

Date

Signature

Signed for and on behalf of The Australian Workers' Union of Employees, Queensland:

BRANCH SECRETARY  
BENJAMIN CHARLES SWAN

\_\_\_\_\_  
Print Name

19 MAY 2017

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

In the presence of:

BREANNA BEATTIE

\_\_\_\_\_  
Print Name

19 MAY 2017

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Signed for and on behalf of the Queensland Nurses' and Midwives' Union of Employees:

ELIZABETH MOHLE

Print Name

17/5/2017

Date

Signature

In the presence of:

V. SEMPLE

Print Name

17/5/17

Date

Signature

Signed for and on behalf of the Queensland Department of Health:

MICHAEL WALSH  
DIRECTOR-GENERAL  
QUEENSLAND HEALTH

\_\_\_\_\_  
Print Name

19/5/2017

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

In the presence of:

BRIAN FLEATHER-WODE

\_\_\_\_\_  
Print Name

19 MAY 2017

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature