

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

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

State of Queensland (Queensland Health)

AND

Together Queensland, Industrial Union of Employees

The Australian Workers' Union of Employees, Queensland

*(Matter No. CB/2020/49)*

**ABORIGINAL AND TORRES STRAIT ISLANDER HEALTH WORKFORCE (QUEENSLAND HEALTH)  
CERTIFIED AGREEMENT (No. 1) 2019**

**Certificate of Approval**

On 13 August 2020, the Commission certified the attached written agreement in accordance with s 193 of the *Industrial Relations Act 2016*:

**Name of Agreement:** **ABORIGINAL AND TORRES STRAIT ISLANDER HEALTH WORKFORCE  
(QUEENSLAND HEALTH) CERTIFIED AGREEMENT (No. 1) 2019**

**Parties to the Agreement:** State of Queensland (Queensland Health);  
Together Queensland, Industrial Union of Employees; and  
The Australian Workers' Union of Employees, Queensland.

**Operative Date:** 13 August 2020

**Nominal Expiry Date:** 31 August 2022

**Previous Agreement:** *Queensland Public Health Sector Certified Agreement (No. 9) 2016*

**Termination Date of Previous Agreement:** 13 August 2020

By the Commission

M. L. KNIGHT  
Industrial Commissioner  
13 August 2020

## QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 2016*

The Director-General, Queensland Health department

AND

Together Queensland, Industrial Union of Employees and The Australian Workers' Union of Employees

(No. CB/2020/49)

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(QUEENSLAND HEALTH) CERTIFIED AGREEMENT (NO. 1) 2019****TABLE OF CONTENTS**

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## PART 1 – PRELIMINARY MATTERS

### 1. Title

This Agreement is known as the *Aboriginal and Torres Strait Islander Health Workforce (Queensland Health) Certified Agreement (No. 1) 2019 (A&TSIHW EB1)*.

### 2. Definitions

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

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

**Award** means the *Hospital and Health Service General Employees (Queensland Health) Award – State 2015*.

**Aboriginal and/or Torres Strait Islander person** means, for administrative purposes in relation to this Agreement and/or the Aboriginal and Torres Strait Islander health workforce classification stream, a person who identifies as an Aboriginal and/or Torres Strait Islander person and is either:

- (a) of Aboriginal and/or Torres Strait Islander descent; or
- (b) accepted as an Aboriginal and/or Torres Strait Islander person by the Aboriginal and/or Torres Strait Islander community in which he or she lives.

**A&TSIHWCG** means the Aboriginal and Torres Strait Islander Health Workforce Consultative Group.

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

**Department** means the Queensland Department of Health, and includes the work areas/units of employees covered by this Agreement listed in schedule 1 of the *Hospital and Health Service General Employees (Queensland Health) Award – State 2015*.

**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*.

**Preserved human resource (HR) policies** means those HR policies included in schedule 2 of this Agreement.

**Public service directive** means a ruling issued by the Minister for Industrial Relations and/or the Public Service Commission Chief Executive in accordance with the *Public Service Act 2008*.

**Queensland Health** means the Department of Health and 16 Hospital and Health Services.

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

**Union(s)** means Together Queensland, Industrial Union of Employees, or The Australian Workers' Union of Employees, as relevant.

### 3. Parties Bound

3.1. The parties to this Agreement are:

- (a) The Director-General, Queensland Health department;
- (b) Together Queensland, Industrial Union of Employees; and
- (c) The Australian Workers' Union of Employees, Queensland.

#### 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.
- 4.2. For this Agreement, the employer means the State of Queensland, represented by Queensland Health.
- 4.3. The *Aboriginal and Torres Strait Islander Health Workforce (Queensland Health) Certified Agreement (No. 1) 2019* applies to employees:
- (a) in the following eligible roles:
    - (i) Aboriginal and Torres Strait Islander health practitioners;
    - (ii) Aboriginal and Torres Strait Islander health workers;
    - (iii) Aboriginal and Torres Strait Islander mental health workers;
    - (iv) Aboriginal and Torres Strait Islander hospital liaison officers (including Aboriginal and Torres Strait Islander community and mental health hospital liaison officers), and
  - (b) who are employed in positions:
    - (i) that were classified in the operational or administrative streams under the *Hospital and Health Service General Employees (Queensland Health) Award – State 2015* as at the date of certification of this Agreement; or
    - (ii) that have been classified as Aboriginal and Torres Strait Islander health workforce stream positions by the Director-General or authorised delegate.
- 4.4. The list of eligible Aboriginal and Torres Strait Islander health workforce stream roles may be added to during the life of the Agreement with the approval of the Director-General on advice from the Chief Aboriginal and Torres Strait Islander Health Officer and the A&TSIHWCG.
- 4.5. For the purposes of clarity, the parties agree that the Aboriginal and Torres Strait Islander health workforce stream does not apply to the following:
- (a) Aboriginal and Torres Strait Islander identified roles that are not listed as an eligible position in clause 4.3(a), or as amended in accordance with clause 4.4.

#### 5. Date and Period of Operation

- 5.1. This Agreement will operate from the date of certification and will have a nominal expiry date of 31 August 2022.
- 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 six months prior to the expiration date of this Agreement.
- 6.2. For employees of this Agreement, the *Queensland Public Health Sector Certified Agreement (No. 9) 2016* is to be terminated upon certification of the *Aboriginal and Torres Strait Islander Health Workforce (Queensland Health) Certified Agreement (No. 1) 2019*.

#### 7. Relationships with Awards and Other Conditions

- 7.1. The parties agree that as part of the Phase 2 review process, award coverage for the classification of Aboriginal and Torres Strait Islander health workforce will be determined. Until such time as the existing Award is varied, or alternatively a new award created, the parties agree that this Agreement will be read in conjunction with the Award, and applied as if Aboriginal and Torres Strait Islander health workforce stream

employees were classified as operational officers under the Award. For administrative stream employees of this Agreement, until such time as the Phase 2 classification structure review is concluded, the administrative stream provisions of the award will continue to apply.

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

## **8. Purpose of the Agreement**

- 8.1. The purpose of this Agreement is to create a new and specific Queensland Health Aboriginal and Torres Strait Islander health workforce classification and remuneration stream and associated entitlements that:
- (a) Clearly affirm the pivotal roles of the Aboriginal and Torres Strait Islander health workforce, in collaboration with other health professions, to improve health outcomes for Queenslanders;
  - (b) Recognise the unique skills, cultural expertise and community focus the Aboriginal and Torres Strait Islander health workforce brings to their roles;
  - (c) Reflect contemporary qualifications, service and workforce models that is adaptive to future change;
  - (d) Ensure the Aboriginal and Torres Strait Islander health workforce has the recognition, resources and support to thrive in their workplace, stretch professionally, and participate in governance; and
  - (e) Provide participation and growth in health, future and current workforces under one stream classification, and provide pathways to other health professional careers.
- 8.2. 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.

## **9. Objectives of the Agreement**

- 9.1. The parties to this Agreement are committed to:
- (a) delivering better health, employment and socio-economic outcomes for Aboriginal and Torres Strait Islander people, and progressing towards eliminating the gap between Aboriginal and Torres Strait Islander and non-Aboriginal and Torres Strait Islander Australians (Closing the Gap);
  - (b) achieving health equity for, and the delivery of responsive, capable and culturally competent health care to, Aboriginal people and Torres Strait Islander people;
  - (c) acknowledging that skills, knowledge and experience in Aboriginal and Torres Strait Islander health and cultural competence is relevant expertise required for a Hospital and Health Service to perform its functions effectively and efficiently;
  - (d) maintaining and improving the public health system to serve the needs of the Queensland community;
  - (e) maintenance of a stable industrial relations environment;
  - (f) improvement and maintenance of quality health services;
  - (g) a joint approach to a future reform program to identify and implement more flexible and efficient industrial arrangements;
  - (h) collectively striving to achieve quality outcomes for patients;
  - (i) maximising permanent employment;
  - (j) employment security;
  - (k) achieving a skilled, motivated and adaptable workforce; and

- (l) 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.

## **10. Posting of the Agreement**

10.1. A copy of this Agreement will be exhibited so as to be easily read by all employees:

- (a) on the Queensland Health intranet and internet site/s; or
- (b) in a conspicuous and convenient place at each facility.

## **11. International Labour Organisation Conventions**

11.1. The employer agrees to accept obligations made under international labour standards; and the *Industrial Relations Act 2016* to give effect to international labour standards for all public sector workers including freedom of association, workers representatives, collective bargaining and equality of opportunity.

11.2. In particular 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).

11.3. 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.

## **12. Aboriginal and Torres Strait Islander Health Workforce Consultative Group**

12.1. The parties acknowledge that consensus may need to be reached to effect the implementation of this Agreement.

12.2. The operation and implementation of the Agreement will be overseen by the Aboriginal and Torres Strait Islander Health Workforce Consultative Group (A&TSIHWCG).

12.3. The A&TSIHWCG will operate under terms of reference which will be agreed by the parties by exchange of correspondence.

12.4. The A&TSIHWCG will be made up of Queensland Department of Health, Hospital and Health Services representatives and representatives of unions as parties to the Agreement.

12.5. The role of the A&TSIHWCG 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.

12.6. The A&TSIHWCG 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 A&TSIHWCG under clause 13 of this Agreement;
- (b) Monitoring the effectiveness of Health Consultative Forums (however titled) and their outcomes relating to the Agreement; and
- (c) Any other matter as set out in this Agreement.



- 12.7. Where appropriate, sub-groups of the A&TSIHWCG will be established with the agreement of the parties. The structure and role of the A&TSIHWCG and sub-groups cannot be amended unless agreed by the parties.

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

- 13.1. 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.
- 13.2. 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 A&TSIHWCG. The A&TSIHWCG will deal with the issue in a timely manner unless clause 13.2(d) applies. If the A&TSIHWCG 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 A&TSIHWCG 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.
- 13.3. 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.

### **14. HR Policy Preservation**

- 14.1. 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 in schedule 2.
- 14.2. The matters contained within schedule 2, 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.
- 14.3. It is further agreed that any increases in monetary amounts as a result of Queensland Industrial Relations Commission decisions, government policy, or directives under the *Hospital and Health Boards Act 2011* (or any replacement legislation) will be applied.
- 14.4. The parties agreed schedule 2 and the matters contained within will be reviewed over the life of the Agreement. This does not include those preserved HR policies which had reviews completed during the life of the *Queensland Public Health Sector Certified Agreement (No. 9) 2016*, except where agreed between the parties.

## **PART 2 – CULTURAL MATTERS**

### **15. Cultural Respect**

- 15.1. The parties commit to respecting cultural diversity, rights, views, values and expectations of Aboriginal and/or Torres Strait Islander Queenslanders in the delivery of culturally appropriate health services.

## 16. Cultural Leave

- 16.1. Due to cultural obligations, an employee of Aboriginal and/or Torres Strait Islander origin may take up to five days unpaid cultural leave in each year (or a greater number of days as provided under HR Policy C7 Special Leave). The entitlement will be administered in accordance with section 51 of the *Industrial Relations Act 2016* and HR Policy C7.

## 17. Bereavement Leave

- 17.1. Bereavement leave will also be approved in circumstances where the deceased is a person that occupied the same prominence in the employee's life as a family member. The employer will recognise employees' cultural or other significant personal circumstances such as recognising kinship for Aboriginal and Torres Strait Islander employees.

## PART 3 – IMPLEMENTATION OF THE AGREEMENT

### 18. Phased Approach to Implementation

- 18.1. The parties agree that the aim is to transition coverage of relevant employees to this new Agreement, and implement specified initiatives and reviews, by way of a phased approach:
- (a) **Phase 1:** In accordance with Part 4, This is the initial transition on certification of the agreed and identified operational roles into the interim Aboriginal and Torres Strait Islander health workforce stream contained in the Agreement. Employees occupying agreed and identified roles, but whom are classified in the administration stream, will transition into the Agreement under the administrative stream as an interim arrangement until the Phase 2 review of the classification structure is completed. Phase 1 also includes a specified range of initiatives and interim arrangements in accordance with Part 4 that will be commenced following certification.
  - (b) **Phase 2:** This will involve during the life of the Agreement a review of the interim Aboriginal and Torres Strait Islander health workforce stream and other agreed matters in accordance with Part 5.

## PART 4 – PHASE 1

### 19. Translation of Operational Stream Employees into the Agreement

- 19.1. Employees who meet the criteria in clause 4.3 of this Agreement, and are classified within the operational stream will immediately translate to the interim Aboriginal and Torres Strait Islander workforce stream effective from 1 September 2019.
- 19.2. There will be no loss of employment conditions or disadvantage at the time of transfer
- 19.3. All employees will maintain their increment date as in place immediately prior to certification and be eligible for their next increment on that date for the life of the Agreement.
- 19.4. The A&TSIHWCWG will oversee the transition of employees in eligible roles to the Phase 1 interim arrangements.

### 20. Transition of Administration Stream Employees into the Agreement

- 20.1. As an interim arrangement, employees who meet the criteria in clause 4.3, but are classified in the administrative stream, will translate into the new Agreement under the interim administrative stream effective 1 September 2019.
- 20.2. Employees who are employed under the administrative stream will continue to receive all applicable entitlements of the administrative stream under the *Queensland Public Health Sector Certified Agreement (No. 10) 2019* (EB10), the *Hospital and Health Service General Employees (Queensland Health) Award – State 2015*, and/or any applicable HR polices while the Phase 2 review, undertaken by the parties, is under way.
- 20.3. Following the completion of the Phase 2 review of the classification structure, the administration stream under this Agreement will cease to operate. All employees classified within the administrative stream at this time will transition into the finalised classification structure, with personal grandparenting

arrangements applied to the role substantively occupied at the time of transfer if required. To be clear, the intent of the grandparenting arrangements will be to ensure that there is no overall disadvantage to administrative stream staff transitioning to the finalised classification structures of the new Agreement.

## **21. Back Payment of Targeted Training Allowance for Eligible Employees**

- 21.1. Eligible Aboriginal and Torres Strait Islander health workforce stream employees, including those classified in the transitional administrative stream, are entitled to access qualification allowances in accordance with HR Policy G13 Targeted Training for Operational Stream Employees or HR Policy G14 Targeted Training for Administrative Officers. Examination of Queensland Health payroll records indicates that a number of employees covered by this Agreement who may be eligible for the allowance may not be currently, or consistently, receiving this payment.
- 21.2. As required by Queensland Health under the applicable industrial and policy provisions, the onus is on the employee to submit claims for such payments at the time they become eligible. The parties agree this will continue as a general principle.
- 21.3. However, as a single time activity to support transition into the new Agreement, an activity will take place to assist Hospital and Health Services in identifying employees who appear to have eligibility for a targeted training allowance, but have not yet received it, or who have had gaps in payments.
- 21.4. Such employees will be eligible for a maximum of up to six years back payment of the allowance from the date the claim is accepted by the approved delegate.
- 21.5. This process is strictly limited to employees covered by this new Agreement. The parties will seek to understand why this has underclaiming has occurred as part of the Phase 2 process, with a view to implementing processes and/or support mechanisms to minimise re-occurrences in the new structure.

## **22. Aboriginal and Torres Strait Islander Health Worker Conditional Advancement Scheme 2020 Round**

- 22.1. To support transition into the new classification structure, existing HR Policy C44 Aboriginal and Torres Strait Islander Health Worker Conditional Advancement Scheme will be updated, and a round for 2020 commenced.
- 22.2. Employees who have approved conditional advancement arrangements in place under HR Policy 44 at the time Phase 2 review is completed, will translate into the new classification structure at their conditionally advanced level with direct appointment to the position, which will become substantive. The employee's role description is required to be updated to reflect the advanced level at this time (if this has not already occurred).
- 22.3. The parties will review the conditional advancement scheme as part of the Phase 2 process.

## **23. Aboriginal and Torres Strait Islander Health Worker Personal Progression Scheme**

- 23.1. To support transition into the new classification structure, existing HR Policy C43 Aboriginal and Torres Strait Islander Health Worker Personal Progression Scheme – Levels OO4 to OO6 (Isolated Practice Authorisation) will be updated, and communicated to Hospital and Health Services and employees.
- 23.2. The parties will review the personal progression scheme as part of the Phase 2 review process.

## **24. Interim Professional Development Arrangements for Aboriginal and Torres Strait Islander Health Practitioners and Health Workers**

- 24.1. Under Phase 1, Queensland Health will introduce interim professional development arrangements to support the continuing professional development of Aboriginal and Torres Strait Islander health practitioners and health workers who hold the mandatory qualification and/or registration requirement for their role.
- 24.2. These interim arrangements are subject to review in Phase 2, which includes finalisation of the classification structure, and confirmation of role and mandatory qualification/registration requirements. The parties acknowledge the interim professional development arrangements under this clause are subject to change as an outcome of Phase 2, including application to certain roles, quantum and/or the form of delivery. The Hospital and Health Service and facility categories as currently outlined in schedule 3 will be reviewed,

with a view to ensuring consistency with the nursing and/or health practitioner streams, where appropriate. Examination of the appropriate professional development requirements and support for employees, particularly those in remote locations, will also occur. The parties agree to jointly identify and address potential barriers or issues in order to ensure eligible employees access continuing professional development as intended.

- 24.3. Guidance materials will be developed by the A&TSIHWCG to support implementation. Prior to accessing arrangements under this clause, employees are required to complete an updated performance appraisal and development plan (however titled) with their supervisor(s) confirming their continuing professional development plans.
- 24.4. Aboriginal and Torres Strait Islander health workers who do not yet have the required mandatory qualification for their role will continue to be supported by the employer in accordance with HR Policy G10 Study and Research Assistance Scheme (SARAS), or have the required support commence, to obtain the required qualification at the earliest opportunity.
- 24.5. The employer will provide quarterly reports to the A&TSIHWCG providing details of the uptake of professional development leave pursuant by employees. Reporting will be by classification.

#### ***Eligibility for Interim Professional Development Arrangements***

- 24.6. Aboriginal and Torres Strait Islander health practitioners and health workers working at least 15.2 hours per fortnight who are:
- (a) Permanent, or temporary with more than 12 months continuous service, and
  - (b) Hold the required mandatory qualification and/or registration requirement for their role in accordance with the relevant approved career structure,
- are entitled to access the interim professional development allowance and leave or any professional development arrangements which replace the interim arrangements at the completion of the Phase 2 review.
- 24.7. The interim professional development allowance and leave is provided on a two-level basis:
- (a) **Level 1** applies to:
    - (i) Aboriginal and Torres Strait Islander health practitioners (all classification levels); and
    - (ii) Aboriginal and Torres Strait Islander health workers classified at OO5 and above.
  - (b) **Level 2** applies to Aboriginal and Torres Strait Islander health workers classified at OO4 and below.
- 24.8. As a further interim arrangement, Aboriginal and Torres Strait Islander health workers who are registered with the Aboriginal and Torres Strait Islander Health Practice Board, but not employed in Aboriginal and Torres Strait Islander health practitioner role, may access Level 1 allowance and leave. This is contingent on such employees complying with and maintaining this registration and does not alter the scope or duties of their health worker role.

#### ***Interim Professional Development Allowance***

- 24.9. Subject to clauses 24.6 and 24.7, eligible Aboriginal and Torres Strait Islander health practitioners and health workers are entitled to be paid the following interim professional development allowance on a *pro rata* basis in accordance with the categories of Hospital and Health Service facilities recorded in schedule 3:

Level	Category	From 1 September 2019	From 1 September 2021	From 1 March 2022
1	Category A	\$2,320	\$2,378	\$2,437
	Category B	\$2,900	\$2,973	\$3,047
	Category C	\$1,738	\$1,781	\$1,826

Level	Category	From 1 September 2019	From 1 September 2021	From 1 March 2022
2	Category A	\$1,392	\$1,427	\$1,463
	Category B	\$1,740	\$1,784	\$1,829
	Category C	\$1,043	\$1,069	\$1,096

24.10. The allowance is payable in respect of periods of paid leave, but is not payable for any other purpose of the Award (such as calculation of overtime, penalty payments, superannuation etc.).

24.11. The allowance shall be paid directly to eligible employees via the payroll system.

#### ***Interim Professional Development Leave***

24.12. Subject to clauses 24.6 and 24.7, eligible Aboriginal and Torres Strait Islander health practitioners and health workers will be granted paid leave, *pro rata* for part time, of the following amounts:

(a) **Level 1:** three days leave per year; or

(b) **Level 2:** two days leave per year.

24.13. The leave can be used to attend approved professional development activities relevant to Aboriginal and Torres Strait Islander health practice including:

(a) study support;

(b) short courses; and

(c) professional association events.

24.14. The leave will be paid at single time.

24.15. Professional development leave may be accumulated for two years. Any component of the leave entitlement not accessed after two years will be waived. The leave is not paid out on termination from employment, including resignation and retirement.

24.16. All reasonable travel time associated with accessing professional development leave is paid work time. Employees will not be disadvantaged by the requirement to travel to attend professional development. Travel to attend professional development will be paid at the ordinary rate for the day or days of travel.

24.17. Paid professional development leave is an entitlement over and above all current entitlements, assistance or obligations. That is, this leave will not be used as a substitute for mandatory training, maintenance of ongoing Aboriginal and Torres Strait Islander health practitioner or health worker skills necessary for an Aboriginal and Torres Strait Islander health practitioner or health worker to perform the normal duties and functions of their position or other training required by the employer.

24.18. Professional development leave is not a substitute for the assistance provided by HR Policy G10 Study and Research Assistance Scheme (SARAS).

24.19. Despite anything in this clause, HR Policy C50 Seminar and Conference Leave - Within and Outside Australia as amended or replaced from time to time still applies.

#### ***Accessing the Interim Professional Development Arrangements***

24.20. The parties recognise the importance of professional development leave in supporting the participation of employees in professional development and encourage eligible employees to use their entitlement.

24.21. As part of the education package at clause 24 of this Agreement, Aboriginal and Torres Strait Islander health practitioners and health workers will be provided with education on taking professional development leave, and adequately recording activities that qualify for continuing professional development points. Education will also be provided to line managers on the purpose of professional development leave and when it should be approved.

**Mandatory Training**

24.22. For the purposes of clause 24.17, mandatory training means:

- (a) Compulsory training required to be delivered to all employees regardless of role or location. The training is mandated by relevant legislation, code of practice or regulation linked to legislation, directives, Queensland Health policies or service level agreements; and
- (b) Training deemed compulsory for specific groups of employees when relevant to their location, occupation, speciality requirements of their position or work unit or when based upon risk assessment processes.

24.23. Mandatory training is to be completed by employees during ordinary rostered hours. Employees will not be required to undertake mandatory training in unpaid time.

**25. Training Fund for Aboriginal and Torres Strait Islander Liaison Officers**

25.1. As part of Phase 1 of implementation of this Agreement, Queensland Health is creating a training fund for Aboriginal and Torres Strait Islander hospital liaison officers. These arrangements will be reviewed in accordance with the Phase 2 review.

25.2. These funds are available for Hospital and Health Services to be able to support Aboriginal and Torres Strait Islander liaison officers to attain an Australian Qualification Framework (AQF) certificate or diploma relevant to their role.

25.3. The process will involve the line manager and employee as part of the performance appraisal and process development (however so titled) identifying training suitable for developmental purposes. Funds will be provided to enable the backfilling of employees to attend day courses.

25.4. The number of eligible employees will be 20 places for the life of the Agreement. An amount of up to \$1,800 per qualification (including recognition of prior learning, recognition of current competency processes and any outstanding modules) is available for each approved applicant under this fund.

25.5. The A&TSIHWCG will receive reports monthly about progress of the application of the fund.

**PART 5 – PHASE 2****26. Phase 2 Review**

26.1. Following the introduction of the interim Aboriginal and Torres Strait Islander health workforce stream in Phase 1, a review will be undertaken under Phase 2 to examine career structures and classification levels of roles, the management models within Aboriginal and Torres Strait Islander health workforce structures, governance for workers in these roles, and career pathways within the stream. The review will examine roles' remuneration, qualifications, education, training and experience, role descriptions, and professional development and professional supervision needs.

26.2. The objectives of the Phase 2 review will include reaching consensus on the following:

- (a) Definitions of the classification stream and roles;
- (b) Classification stream that confirms skill and knowledge requirements across the structure, recognition of qualifications and creation of appropriate career advancement pathways providing mechanisms for senior and advanced level practitioners across clinical, management, research, clinical and cultural education roles delivering culturally appropriate and safe health care;
- (c) Mandatory qualifications and/or registration requirements;
- (d) Movement between classification levels;
- (e) Generic level statements, and if deemed required, other relevant level/role descriptors;
- (f) Job evaluation methodology;

- (g) Mandatory naming conventions;
- (h) Award coverage and requirements;
- (i) Incentive scheme for additional and/or higher education qualifications;
- (j) Finalised professional development and training arrangements; and
- (k) Potential application of 'priority on call' arrangements.

26.3. The below listed existing arrangements will also be examined in the Phase 2 process. The parties acknowledge some arrangements may be altered and/or ceased as an outcome of these reviews:

- (a) HR Policy C43 Aboriginal and Torres Strait Islander Health Worker Personal Progression Scheme – Levels OO4 to OO6 (Isolated Practice Authorisation);
- (b) HR Policy C44 Aboriginal and Torres Strait Islander Health Worker Conditional Advancement Scheme;
- (c) Clause 42 higher duties for employees HW2 to HW6 in supervisory roles;
- (d) Clauses 52 and 53 targeted training allowances;
- (e) Clause 54 workplace assessor allowance; and
- (f) Clause 59 Aboriginal and Torres Strait Islander health workforce stream aged based recruitment.

26.4. The parties will use best endeavours to reach agreement on the proposed aspects of the Phase 2 review within 12 months of certification of the Agreement. Agreed recommendations will be implemented on completion of the review subject to the approval of the Director-General.

26.5. Where agreed, the parties may enter into subsidiary agreements in the form of Memoranda of Understanding or Joint Statements or seek to vary the Agreement by way of consent in the Queensland Industrial Relations Commission.

## **27. Implementation Resources**

27.1. On the conclusion of Phase 2, a training package and tool kit will be developed for Aboriginal and Torres Strait Islander health workforce employees and their line managers to support them in understanding the new industrial relations framework, classification and career structure, and implementation of industrial entitlements.

## **PART 6 – REVIEWS**

### **28. Review Administration**

28.1. The parties will agree on a terms of reference for the conduct of reviews provided for in the Agreement. A review working group will be formed for each review, with membership comprised of representatives from the Department of Health, Hospital and Health Services and unions, the number and composition relevant to the particular review being conducted.

### **29. Reviews to be Conducted Jointly with Other Consultative Groups**

29.1. The parties agree to undertake reviews by way of working groups, established jointly between the EB10 Implementation Group, Health Practitioners and Dental Officers Consultative Group and A&TSHWCG, into the following matters:

- (a) Establishment of a process to consider compassionate transfers (within 12 months after certification); and
- (b) The workforce workload management kit supporting documents (within 12 months after certification).

29.2. For the purpose of clarity, reviews under this clause are not deemed to be part of Phase 2.

## **PART 7 – WAGE AND SALARY RELATED MATTERS**

### **30. Wage Increases**

30.1. The wage rates for employees subject to this Agreement are prescribed in schedule 1, which incorporates the following increases:

- (a) 2.5% from 1 September 2019;
- (b) 2.5% from 1 September 2021;
- (c) 2.5% from 1 March 2022.

### **31. Minimum Wage Adjustment**

31.1. It is a term of this Agreement that any State Wage Case increase will be compared with the increases in clause 30 of this Agreement.

31.2. Provided that any annual State Wage Case increase which would provide a higher overall annual wage increase than in clause 30 will be applied from the operative date of the State Wage Case.

### **32. Award Maintenance**

32.1. The Queensland Industrial Relations Commission State Wage Case increases awarded during 2019 and the period up to, and including, the nominal expiry date of this Agreement will be absorbed into the wage increases provided in clause 30 of this Agreement subject to clause 31.

32.2. It is a term of this Agreement that no person covered by this Agreement will receive a rate of pay which is less than the corresponding rate of pay in the Award.

32.3. The employer will support union applications to amend the relevant modern award to incorporate wage adjustments based upon the *Queensland Public Health Sector Certified Agreement (No. 9) 2016* (EB9) during the life of this Agreement.

32.4. The employer will consent to applications made after the nominal expiry date of EB9 to amend the parent award to incorporate wage adjustments based on EB9.

### **33. One-Off Payment**

33.1. The parties acknowledge that in reaching in-principle agreement for this Agreement, a one-off payment of \$1,250 (pro-rata for part-time and casual employees, based on their average ordinary hours over the preceding 12 months if this is higher than their appointed fraction, capped at \$1,250) was paid prior to certification of this Agreement to eligible employees in accordance with the terms of the in-principle agreement.

33.2. All classification levels under this Agreement were eligible for the payment.

### **34. Salary Sacrificing**

34.1. An employee may elect to sacrifice up to 50% of salary payable under this Agreement, and also where applicable the payments payable by the employer to the employee under the *Paid Parental Leave Act 2010* (Cth).

34.2. Despite clause 34.1, employees may sacrifice up to 100% of their salary for superannuation.

34.3. 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.

34.4. For the purposes of determining what remuneration may be sacrificed under this clause, 'salary' means the



salary payable under schedule 1 of this Agreement, and also where applicable the payments payable via the employer to the employee under the *Paid Parental Leave Act 2010* (Cth).

- 34.5. Salary sacrificing arrangements will be made available to the following employees covered by this Agreement in accordance with Public Sector Office of Industrial Relations (PSIR) Circular C1-18 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*.
- 34.6. Fringe benefits tax (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.
- 34.7. Where an employee who is ineligible for the FBT exemption cap sacrifices benefits attracting FBT, the employee will be liable for such FBT.
- 34.8. 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.
- 34.9. 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.
- 34.10. 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.

### 35. Superannuation

- 35.1. Superannuation contributions will be made to a fund of the employee's choice, provided the chosen fund is a complying superannuation fund that will accept contributions from the employer and the employee.
- 35.2. Where an employee has not chosen a fund in accordance with clause 35.1, the employer must make superannuation contributions for the employee (including salary sacrifice contributions) to QSuper.
- 35.3. The choice must be made in a form determined by the employer or in any standard form released by the Australian Taxation Office. The employer must implement the employee's choice for superannuation contributions made at any time after 28 days from the date the employee's choice is received.
- 35.4. The employer must contribute to a superannuation fund for an employee the greater of:
- (a) the charge percentage prescribed in the *Superannuation Guarantee (Administration) Act 1992* (Cth) (SGAA Act), of the "ordinary time earnings" of the employee as defined in the SGAA Act; and
  - (b) the percentage prescribed in the Superannuation (State Public Sector) Deed 1990 (QSuper Deed) of the salary of the employee as defined in the QSuper Deed, in respect of the employee, for the percentage of contribution paid by the employee (including by salary sacrifice).

### 36. Increases to Certain Allowances

- 36.1. The following allowances will be increased by 2.5% per annum from 1 September 2019, 1 September 2021 and 1 March 2022:

Allowance	Authority	Payment rate	From 1 September 2019	From 1 September 2021	From 1 March 2022
Aboriginal and Torres Strait Islander Health Workers special allowance	HR Policy C31 Aboriginal and Torres Strait Islander Health Workers – Special Allowance	Fortnightly	\$89.42	\$91.66	\$93.95
Environmental allowance	HR Policy C30 Environmental Allowance – Mental Health High Security and Medium Secure Units	Weekly	\$26.70	\$27.37	\$28.05
Foul linen allowance	Clause 13.3 of the Award	Daily	\$2.00	\$2.05	\$2.10
Mental health allowance	HR Policy C29 Mental Health Allowance – Administrative and Operational Stream Employees	Fortnightly	\$14.19	\$14.54	\$14.90
Uniforms allowance – first year	Clause 30 of the Award	Fortnightly	\$11.21	\$11.49	\$11.78
Uniforms allowance - subsequent years	Clause 30 of the Award	Fortnightly	\$5.57	\$5.71	\$5.85
X-ray allowance	HR Policy C15 Allowances	Weekly	\$11.87	\$12.17	\$12.47

**37. Locality Allowance**

- 37.1. Public Service Directive 16/18 Locality Allowances applies to all employees working on Mornington Island, Palm Island and the Torres Strait Islands classified at:
- (a) HW5 and below in the Aboriginal and Torres Strait Islander health workforce stream, and
  - (b) AO5 and below in the administrative stream.
- 37.2. Those eligible employees as defined in clause 37.1 working on Boigu Island are to receive the applicable Directive 16/18 rate payable for Badu Island.
- 37.3. Those eligible employees as defined in clause 37.1 working on Horn Island are to receive the applicable Directive 16/18 rate payable for Thursday Island.

**38. Maximum of Twelve Ordinary Hours per Day**

- 38.1. Clause 15.1(e) of the *Hospital and Health Service General Employees Award - State 2015* limits the ordinary hours of work to a maximum of 10 hours per day.
- 38.2. The parties agree ordinary hours of duty per day limits in clause 38.1 are increased to a maximum of 12 ordinary hours of duty per day for the life of this Agreement.

**PART 8– EMPLOYMENT CONDITIONS****39. Uniform and Laundry Allowance**

- 39.1. The parties agree in principle that employees not required to wear uniforms should not be entitled to uniform or laundry allowances.
- 39.2. The A&TSIHWCG 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.

**40. Access to Computers**

- 40.1. The employer is committed to ensuring employees have reasonable access to computers for work related matters. Access to computers may also include suitable portable devices.

**41. Parental Leave**

- 41.1. Eligible employees will be entitled to 14 weeks paid parental leave which may be taken at half pay for double the period of time and 14 weeks paid adoption leave for the primary carer of the adopted child which may be taken at half pay for double the period of time. This provision is in addition to the Commonwealth paid parental leave scheme. HR Policy C26 Parental Leave outlines parental leave entitlements and conditions.

**42. Higher Duties for Employees HW2 to HW6 in Supervisory Roles**

- 42.1. Aboriginal and Torres Strait Islander health workforce stream employees (including HW2 employees) acting in higher duties in respect to supervisory roles, in the classifications of HW3 to HW6 will be entitled to higher duties if undertaking the role for more than four hours in any one day.
- 42.2. The parties agree the ongoing application of this clause will be reviewed as part of the Phase 2 classification structure review in clause 26.

**43. Accrued Days Off for Aboriginal and Torres Strait Islander Health Workforce Stream Employees**

- 43.1. The parties agree that any removal of accrued day off arrangements provided by clause 15.1(g) of the *Hospital and Health Service General Employees (Queensland Health) Award – State 2015*, requires a vote of affected employees.
- 43.2. The parties also agree that any vote to remove accrued days off arrangements shall be limited to permanent

employees.

- 43.3. The parties agree that prior to any vote to remove accrued days off arrangements, consultation will occur with the affected employees and the relevant union/s, so that those affected by the change are well informed before any vote is taken.

#### **44. Domestic and Family Violence**

- 44.1. The employer is strongly committed to providing a healthy and safe working environment for all employees. It is recognised that employees sometimes face difficult situations in their work and personal life, such as domestic and family violence, that may affect their attendance, performance at work or safety.
- 44.2. 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.
- 44.3. 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. For the purpose of this Agreement 'domestic violence' and 'relevant relationship' is defined under division 2 and division 3 of the *Domestic and Family Violence Protection Act 2012*.
- 44.4. 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.
- 44.5. The employer will continue to promote its commitment to supporting victims of domestic and family violence via their employee orientation and promote the 'Recognise, Respond, Refer' domestic and family violence online training.
- 44.6. Support for employees affected by domestic and family violence is provided for in the Public Service Directive 03/20 Support for Employees Affected by Domestic and Family Violence.
- 44.7. In accordance with the *Industrial Relations Act 2016* an employee, other than a casual employee, is entitled to 10 days of domestic and family violence leave on a full pay in a year if –
- (a) The employee has experienced domestic violence; and
  - (b) The employee needs to take domestic and family violence leave as a result of domestic violence.
- 44.8. This entitlement, including provision for long and short term casual employees, will be administered in accordance with section 52 of the *Industrial Relations Act 2016*.
- 44.9. 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.

#### **45. Recreation Leave - Half-Pay**

- 45.1. Subject to service delivery requirements and financial considerations, the employer may approve an application to take recreation leave at half pay for double the period of time.
- 45.2. The employer may refuse the application only on reasonable grounds. Where an application is refused, the employer is to outline the grounds why the application was refused.

#### **46. Purchased Leave**

- 46.1. Purchased leave is an option whereby an employee can purchase an agreed net dollar amount of leave. Employees are able to access between one and six weeks unpaid leave per annum in a minimum one-week block, in addition to paid annual leave and other entitlements. The absence for this leave is treated as leave without pay but is paid at the net rate.

- 46.2. The employee enters into an agreement to have an amount deducted from their net pay for the agreement period of 12 months, which is held by the employer, to be paid back to the employee when the related leave is taken. Requests for purchased leave will be genuinely and reasonably considered. The employer may refuse the application only on reasonable grounds. Where an application is refused, the employer is to outline the grounds why the application was refused.

#### **47. No Loss of Show Day**

- 47.1. Where an employee is required to perform work duties (including training) at an alternative location to their usual place of work on a day where the show day holiday falls upon their usual place of work location, such employee will be given a day off in lieu.

*Example: Sam's usual place of work is at the Royal Brisbane and Women's Hospital. On 21 August he is in Cairns on work related business. The day of 21 August is the Royal Queensland Show Day (EKKA) for the greater Brisbane area. Sam is therefore entitled to a day off in lieu.*

#### **48. Rostering of Accumulated Days Off**

- 48.1. Accumulated days off (ADO) must not coincide with a public holiday or weekend (Saturday or Sunday) unless requested by the employee and agreed to by the employer. Where this occurs, another day determined by mutual agreement between the employer and employee will be taken in lieu. This day is to be within the same four weekly work cycle where possible.

#### **49. Long Service Leave**

- 49.1. Employees will be entitled to long service leave:

- (a) For the taking of leave on a pro rata basis after seven years' continuous service;
- (b) For the taking of long service leave at half pay for double the period of time. The minimum period of long service leave which may be taken at half pay is one week's leave.

- 49.2. Where an employee voluntarily reverts to a lower classification, the employee shall be entitled to leave accrued as at the date of the reversion at the salary applicable at the date of the reversion. The employee is not compelled to take accrued long service leave at the date of voluntary reversion to a lower classification.

- 49.3. Subject to relevant approval and other procedures, casual employees' entitlements to long service leave are as follows:

<b>Date</b>	<b>Entitlement</b>
Prior to 23 June 1990	No entitlement – service does not count.
23 June 1990 – 30 March 1994	Service counts provided at least 32 hours are worked every four weeks.
From 30 March 1994 onwards	Service counts provided there is no break between casual engagements of more than three months.

#### **50. Recognition of Higher Duties Service**

- 50.1. All periods of service acting in higher duties will be recognised for the purpose of pay increments at the higher duties rate provided there has been no break in excess of six years.

#### **51. Public Service Directive 05/17 Special Leave**

- 51.1. The parties agree Public Service Directive 05/17 Special Leave applies to employees covered by this Agreement.

### **PART 9 – TRAINING AND DEVELOPMENT**

#### **52. Targeted Training**

- 52.1. The parties are committed to professional development and training opportunities for employees of this

Agreement.

- 52.2. The parties acknowledge that the Phase 2 review outlined in clause 26 will determine the finalised package of professional development and qualification incentives available to employees of this Agreement.
- 52.3. Until such time as these reviews are completed, and a different arrangement approved, the employer will continue to implement targeted training as outlined in HR Policies G13 and G14, as if they applied to employees of this Agreement. Specifically, this means that upon completion of a relevant qualification, employees at certain classification levels may be eligible for payment of the relevant targeted training allowance.
- 52.4. The parties acknowledge that applicable employees should receive recognition and credit for their knowledge and skills through the recognition of current competencies (RCC) or the recognition of prior learning (RPL). This assessment of competencies may include skills from:
- (a) work experience (including both work that is paid and unpaid);
  - (b) life experience (for example leisure pursuits or voluntary work); and
  - (c) previous study (including training programs at work, courses at school or college, and through adult education classes).

### 53. Targeted Training Allowances

- 53.1. It is acknowledged that the provisions of this clause may be altered by the Phase 2 reviews outlined in clause 26.
- 53.2. The parties are committed to recognising the skill and knowledge of employees of this Agreement through the payment of a targeted training allowance. To meet this commitment, the employer will continue to implement HR Policy G13 Targeted Training for Operational Stream Employees, or HR Policy G14 Targeted Training for Administration Stream Employees, in terms of the allowance only. HR Policy G13 is to be read as if Aboriginal and Torres Strait Islander health workforce stream employees were classified as operational stream officers.
- 53.3. A targeted training allowance is available for Aboriginal and Torres Strait Islander health workforce stream employees levels HW3 and HW4, and administrative stream employees levels AO2 to AO4, who meet the following requirements:
- (a) possess a higher competency-based qualification which is relevant to the Aboriginal and Torres Strait Islander health workforce stream or administrative stream including any Australian university degree level qualification, in accordance with the table at clause 53.5;
  - (b) have reached the maximum paypoint of the specified classification level; and
  - (c) spent one calendar year (or equivalent) on the maximum paypoint.
- 53.4. The allowances will be increased by 2.5% per annum from 1 September 2019, 1 September 2021 and 1 March 2022.
- 53.5. The following targeted training allowance shall be paid to Aboriginal and Torres Strait Islander health workforce stream, or administrative stream employees, who meet the targeted training requirements outlined in HR Policy G13 or HR Policy G14, as applicable:

Classification level	Qualification	From 1 September 2019	From 1 September 2021	From 1 March 2022
HW3 (OO3)	Certificate III (AQF III)	\$41.68	\$42.72	\$43.79
	Certificate IV (AQF IV) or higher	\$68.45	\$70.16	\$71.91
HW4 (OO4)	Certificate IV (AQF IV)	\$32.99	\$33.81	\$34.66
	Diploma (AQF V) or higher	\$71.42	\$73.21	\$75.04

Classification level	Qualification	From 1 September 2019	From 1 September 2021	From 1 March 2022
AO2	Certificate III (AQF III) or higher	\$66.45	\$68.11	\$69.81
AO3	Certificate IV (AQF IV) or higher	\$68.45	\$70.16	\$71.91
AO4	Diploma (AQF V) or higher	\$71.42	\$73.21	\$75.04

#### **54. Workplace Assessors Allowance**

- 54.1. Aboriginal and Torres Strait Islander health workforce stream employees that are not eligible to receive the targeted training allowance in accordance with HR Policy G13 Targeted Training for Operational Stream Employees, but possess the Certificate IV in Workplace Assessment, will receive an all purpose allowance of \$2.15 per hour while undertaking approved assessment/s. This allowance will not be payable once the employee becomes eligible to receive the HR Policy G13 targeted training allowance.
- 54.2. The ongoing application of this allowance will be subject to review in Phase 2 in accordance with clause 26.

### **PART 10 – ABORIGINAL AND TORRES STRAIT ISLANDER HEALTH WORKFORCE OPTIMISATION**

#### **55. Creation of Aboriginal and Torres Strait Islander Health Practitioner Roles**

- 55.1. The parties recognise the important role of registered Aboriginal and Torres Strait Islander health practitioners in providing culturally safe and appropriate health care.
- 55.2. Queensland Health will create 5 FTE of new Aboriginal and Torres Strait Islander health practitioner positions in the third year of the Agreement.
- 55.3. The distribution of roles between Hospital and Health Services will be determined where the Executive Director Aboriginal and Torres Strait Islander Health (or equivalent position) identifies the opportunity to enhance the model of care to be inclusive of Aboriginal and Torres Strait Islander health practitioner positions; and there is capacity within the local workforce to deliver this enhanced model.
- 55.4. Queensland Health will report to the A&TSIHWCG on details of the number of roles created and appointed to.

#### **56. Workforce Models of Care and Service Reform**

- 56.1. The employer will commence a workforce models of care and service reform initiative. This initiative is intended to improve patient centred care, service effectiveness and efficiency in the delivery of culturally appropriate healthcare to Aboriginal and Torres Strait Islander communities through reduced waiting times and improved access to care; reduced duplication and improved integration of services; and improved patient outcomes and satisfaction.
- 56.2. This dedicated program of work encompasses patient-centred new and/or improved models of care and workforce redesign and cultural scope of practice initiatives that are locally based and aim to ensure full scope of practice, advanced/extended scope of practice in multidisciplinary team environments, including support staff to integrate health service across the continuum of care.
- 56.3. The framework for the management and implementation of the workforce models of care and service reform initiative will be developed centrally by Queensland Health, in consultation with the A&TSIHWCG.

#### **57. Research Capacity**

- 57.1. The employer will appoint a researcher in the third year of the agreement. The researcher will undertake research and develop a report and recommendations to establish a governance framework and program of work for the establishment of a research package. The research package is intended to build research capacity and capability in the Aboriginal and Torres Strait Islander health workforce and facilitate the implementation of evidence based clinical and cultural services.

## **58. Training Pathway Initiatives**

- 58.1. The trainee placement program supports early career employees through training program pathways into Aboriginal and Torres Strait Islander health worker or health practitioner roles. This initiative involves screening, training and evaluating trainees, and placing them on a supported path that leads to success in the workforce.
- 58.2. Funding will be provided, over the life of the Agreement, for the training program and will be managed by the Workforce Strategy Branch.
- 58.3. The outcomes of the trainee placement program will be monitored and reported annually to the A&TSIHWC.

## **PART 11 - RECRUITMENT AND RETENTION**

### **59. Aboriginal and Torres Strait Islander Health Workforce Stream Aged Based Recruitment**

- 59.1. Employees aged 18 years of age and over will commence at the HW2 level.

### **60. Closed Merit Selection Process for Filling Vacancies**

- 60.1. The provisions in this clause are not impacted by, nor do they impact the conversion of casual and temporary employees to permanent employment provisions in clauses 74 and 75 of this Agreement. Those provisions relate to the commitment of the Queensland Government to maximise permanent employment.
- 60.2. The parties to this Agreement agree to fill vacant full-time roles by offering such to those permanent part-time employees working in the work unit, who seek to work full-time.
- 60.3. If there are any vacant hours remaining after the process in clause 60.2 has been conducted, the remaining vacant hours will then be offered to those permanent part-time employees working in the work unit, who seek to work additional ordinary hours on a permanent basis up to 64 hours per fortnight, or full-time.
- 60.4. The offering of full-time roles and additional part-time hours outlined in clauses 60.2 and 60.3 may occur as a single process with preference first given to those part-time employees seeking full-time work.
- 60.5. If vacant hours still remain unfilled, the remaining vacant hours will be offered by a closed merit process, restricted to those casual and temporary employees working at the site (for example, a hospital) who have two years or more continuous service for base grade or non-base grade roles. Preference for base grade roles will be given to those employees with more than four years continuous service.
- 60.6. Where a casual or temporary employee is unsuccessful in being offered vacant hours via the closed merit selection process in clause 60.5, the employer will establish an order of merit. The order of merit will be used by the employer to offer vacant hours to those casual and temporary employees when the process for offering vacant hours to casual and temporary employees as per clause 60.5 is next available.

### **61. Replacement of Existing Staff**

- 61.1. This clause will not have application in instances where organisational change is occurring in accordance with the provisions relating to organisational change and restructuring at clause 70 of this Agreement.
- 61.2. There is no intention that there will be a net reduction of Department of Health and the Hospital and Health Services staffing during the life of this Agreement. However, the parties recognise that the employer does not maintain fixed establishment numbers.
- 61.3. Having regard to workload management issues, the parties agree that where a permanent employee leaves due to retirement, resignation, termination, transfer or promotion they will be replaced by a permanent employee as follows:
  - (a) **Base grade staff** – commence process to replace staff within three days of retirement, resignation, termination, transfer or promotion or within three days of notice given (whichever is sooner) and will be completed within one month; and/or
  - (b) **Other than base grade staff** – commence process to replace staff within 14 days of retirement,



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

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

## **62. Attraction and Retention Incentives**

- 62.1. Queensland Health recognises the need to respond to demonstrable supply and skills shortages and current or emerging employee attraction and retention issues.
- 62.2. Queensland Health supports the payment of attraction and retention payments incentives of up to 10% of the employee's base rate where it is necessary to address:
- (a) supply and skills shortages;
  - (b) interstate and private sector market wages rates and demand; and
  - (c) the ability to maintain critical service delivery requirements.
- 62.3. A Health Service Chief Executive or the Director-General, at their discretion in accordance with clause 62.2, may offer an attraction and retention incentive of up to 10% of the employee's base rate.
- 62.4. Discretionary attraction and retention incentive payments made in accordance with clause 62.3 are inclusive of any other attraction and retention payments, including the below listed items, and will not result in an overall reduction of attraction and retention payments to the employee:

<b>Provision</b>	<b>Source</b>
Aboriginal and Torres Strait Islander health worker special allowance	HR Policy C31 Aboriginal and Torres Strait Islander Health Workers – Special Allowance
Locality allowances	Clause 37 of this Agreement
Section 66(4) arrangements approved by the Director-General	Section 66(4) of the <i>Hospital and Health Boards Act 2011</i>

- 62.5. Discretionary attraction and retention incentive payments are for a pre-determined period including periods of paid leave and are not for the purpose of providing performance-based rewards. Management will review each attraction and retention incentive payment in consultation with the employee within three months of any pre-determined period end date.
- 62.6. The Hospital and Health Services will report to unions annually of the number of employees who received the attraction and retention incentive payments was made in the preceding financial year.

## **63. Recruitment Outcomes**

- 63.1. Where an order of merit is established for a recurring vacancy, an employee may request to be notified where in the order they may have placed and that they meet the key attributes and are considered suitable for future appointment within 12 months (subject to delegate consideration of using the previous order of merit).

## **PART 12 – INDUSTRIAL RELATIONS MATTERS AND CONSULTATION**

### **64. Collective Industrial Relations**

- 64.1. The employer is committed to collective agreements with unions and does not support non-union agreements.
- 64.2. 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.

- 64.3. 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.
- 64.4. Additional arrangements regarding union encouragement are contained in HR Policy F4 Union Encouragement as listed in schedule 2 of this Agreement.
- 64.5. Employees will be given full access to union delegates/officials during working hours to discuss any employment matter or seek union advice, provided that service delivery is not disrupted and work requirements are not unduly affected. As part of Queensland Health's commitment to the Union Encouragement Policy, unions will be provided with dedicated time to present to the new starters during orientation programs. Provided that service delivery and work requirements are not unduly affected, delegates will be provided convenient access to facilities for the purpose of undertaking union activities.
- 64.6. Reliable facilities available for delegate use includes: telephone, computer, internet, email, photocopier, facsimile machine, storage facilities, meeting rooms and notice boards. It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities. Furthermore, management will respect the privacy of delegates during the use of such facilities.

## **65. Commitment to Consultation**

- 65.1. 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.
- 65.2. 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.
- 65.3. "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).
- 65.4. "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].
- 65.5. 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.

## **66. Health Consultative Forums**

- 66.1. The Health Consultative Forums (HCFs) (or their equivalent) will continue in accordance with the terms of reference agreed by the Reform Consultative Group. The terms of reference of each HCF will be amended to include the tabling of new or amended employment policies/guidelines.
- 66.2. 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.
- 66.3. Management will provide the HCF (or equivalent) a contracting report on a quarterly basis detailing the:
  - (a) Contract title;
  - (b) Contract supplier;
  - (c) Services provided;

- (d) Location services provided;
- (e) Contract end date;
- (f) Contract extension Y/N;
- (g) Review date (if known).

## 67. Reporting

67.1. The Department of Health will provide electronic reports on a quarterly basis to relevant unions detailing:

Report	Detail
<b>Types of employment</b> <ul style="list-style-type: none"> <li>• Permanent employees</li> <li>• Temporary employees</li> <li>• Casual employees</li> <li>• New starters</li> </ul>	<ul style="list-style-type: none"> <li>• Name</li> <li>• Job title</li> <li>• Stream employed</li> <li>• Work location</li> <li>• Work email</li> <li>• When commenced employment</li> <li>• Reasons for the employee's engagement (temporary employees only)</li> </ul>
<b>Permanent positions not filled with:</b> <ul style="list-style-type: none"> <li>• One month for base grade vacancies; or</li> <li>• Three months for non-base grade vacancies</li> </ul>	<ul style="list-style-type: none"> <li>• Job title</li> <li>• Work location</li> </ul>
<b>Resignations</b>	<ul style="list-style-type: none"> <li>• Job title</li> <li>• Work location</li> <li>• Date of separation</li> </ul>
<b>Equal Employment Opportunity reporting</b> <ul style="list-style-type: none"> <li>• Non English-speaking background employees</li> <li>• Aboriginal and Torres Strait Islander employees</li> <li>• Employees with disabilities</li> </ul>	<ul style="list-style-type: none"> <li>• Stream employed</li> <li>• Number of employees (FTE)</li> <li>• Percentage by stream</li> </ul>

67.2. 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*.

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

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

## 68. Union Briefing

68.1. 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.

## 69. Whole of Government Commitments

69.1. The parties agree that the following whole of government policies, as amended from time to time, apply:

- (a) Employment Security Policy; and
- (b) Queensland Government Commitment to Union Encouragement.

69.2. The parties anticipate that whole of government policy may be amended over the life of this Agreement including through reviews and initiatives driven by the Public Service Commission. Queensland Health is committed to honouring improvements in employee entitlements with respect to gender equity in accordance with changes to whole of government policy, where there is no diminution of entitlements. Amendments could include, but are not limited to, parental leave, annual progressions regardless of

employment fraction, and employment security.

## **PART 13 – ORGANISATIONAL CHANGE AND RESTRUCTURING**

### **70. Organisational Change and Restructuring**

- 70.1. 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. 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.
- 70.2. 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.
- 70.3. 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.
- 70.4. 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 Health Consultative Forum (or equivalent). A business case is not required for minor changes or minor restructuring.
- 70.5. There will be no downgrading of positions during the life of the Agreement other than through organisational change processes.
- 70.6. 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 A&TSHWCG for resolution.
- 70.7. The employer commits to provide a just transition for workers who will be impacted by the introduction of new technology. The employer will ensure early identification and engagement of employees likely to be affected by the future introduction of technology, prepare workers for the change, and provide appropriate support to workers who are likely to be impacted. This support may include planning with workers to transition to new roles in Queensland Health.
- 70.8. For organisational change the emphasis will be on minimum disruption to the workforce and maximum placement of affected staff within employers. It is not in the best interest for employees to undergo constant change, therefore, the employer will minimise the duration and complexity of organisational change where possible. Organisational restructuring should not result in a large scale 'spilling' of jobs.
- 70.9. 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.
- 70.10. 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.
- 70.11. 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.
- 70.12. 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.

- 70.13. 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 which includes consultation with all relevant unions.
- 70.14. In addition, any changes to hours of operation will be subject to consultation.
- 70.15. 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.

## **PART 14 - WORKLOAD MANAGEMENT**

### **71. Workload Management**

- 71.1. The parties acknowledge the importance of workload management as a critical issue in the workplace. The parties acknowledge the importance of determining role allocations, hours of work, overtime and higher duties in a fair and reasonable manner, taking into account operational requirements and workload implications.
- 71.2. The employer acknowledges the duty of care to both staff and patients to provide a safe environment for the delivery of health services and is therefore committed to the maintenance of staffing levels to ensure the delivery of quality health services.
- 71.3. Management will actively balance the reasonable workload of staff and the effective and efficient delivery of health services.
- 71.4. The parties agree that appropriate strategies, work practices and staffing levels (including backfilling of staff) will minimise the effects of excessive workloads and/or case loads.
- 71.5. The parties agree to use the workforce workload management kit developed during the life of the *Queensland Public Health Sector Certified Agreement (No. 9) 2016* to raise, investigate, resolve and monitor workload concerns.
- 71.6. The parties will also work collaboratively to review the workload management supporting documents during the first 12 months of the Agreement.
- 71.7. The parties further agree that a sub-committee of the A&TSIHWCG will be established to address issues of workload management of a state-wide nature and/or workload management issues that cannot be resolved at a local level.
- 71.8. The Health Consultative Forum (or equivalent) will have workload management issues as a regular agenda item. Where one of the parties consider workload management issues need investigation, the workload management tool will be utilised by a HCF subgroup that will be established to research the issues and formulate a recommendation for consideration of the HCF, and if appropriate, subsequent implementation. If agreement cannot be reached, the issues will be referred by either party to A&TSIHWCG for consideration and resolution.
- 71.9. Best practice models for workload management identified through these processes will be promulgated through the employer's facilities.

## **PART 15 – EMPLOYMENT SECURITY AND CONTRACTING**

### **72. Employment Security**

- 72.1. 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.
- 72.2. 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.
- 72.3. Job reductions by forced retrenchments will not occur. There will be no downgrading of positions during the life of the Agreement other than through organisational change processes.

- 72.4. Volunteers, other unpaid persons or trainees will not be used to fill funded vacant positions.
- 72.5. Queensland Health is the preferred providers of public health services for the Government and the community.
- 72.6. 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 A&TSIHWCG for attention.
- 72.7. The employer acknowledges that long term casual employees have rights to unfair dismissal entitlements in accordance with the provisions of the relevant legislation.
- 72.8. 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.

### **73. Permanent Employment**

- 73.1. The parties recognise that permanent employment is the preferred type of engagement under this Agreement and are committed to maximising permanent employment where possible. Casual or temporary forms of employment should only be utilised where permanent employment is not viable or appropriate. The employer will utilise workforce planning and management strategies to assist in determining the appropriate workforce mix for current and future needs.
- 73.2. 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 Policies B1 Recruitment and Selection, B24 Appointments – Permanent and/or Temporary – Commonwealth and/or State Funded Programs, B25 Temporary Employment and B52 Conversion of Temporary Employees to Permanent Status.
- 73.3. Where employees are engaged on a casual basis, the engagement should be in accordance with clause 7.1 of HR Policy B26 Casual Employment. Casual employees are defined as:
  - (a) an employee whose casual employment history is informal, irregular and uncertain with no continuing relationship between the employer and the employee, i.e. less than 12 months employment with no expectation of permanent employment, is to be defined as a short-term casual employee;
  - (b) an employee with features of casual employment such as employment on a regular and systematic basis for several periods of employment (including fixed-term temporary engagements) during a period of at least one year and with an ongoing expectation of continuing engagements is to be defined as a long-term casual employee.

### **74. Permanent Employment for Long Term Temporary and Casual Employees**

- 74.1. The parties are committed to maximising permanent employment opportunities for long term temporary employees. The parties agree to implement the conversion of temporary employees consistent with legislative provisions and whole-of-government policy.
- 74.2. The parties are committed to maximising permanent employment opportunities for long term casual employees. The parties agree to implement the whole-of-government Directive which implements section 149A of the *Public Service Act 2008*.
- 74.3. Where a casual employee is engaged on a regular and systematic basis, consideration may be given by the employer as to providing permanent employment where appropriate.
- 74.4. Queensland Health is committed to the implementation of the conversion of casual employees to permanent employment and temporary to permanent conversion guidance materials.

### **75. Temporary and Casual Conversion Panel Review Process**

- 75.1. A temporary and casual conversion panel internal review process (Internal Review Process) applies where:

- (a) there has been an outcome of a review of status of employment by decision maker in accordance with either the Temporary Employment Directive (08/17) or the Conversion of Casual Employees to Permanent Employment Directive (01/17);
  - (b) the outcome of the review decision has been notified to the employee in accordance with sections 149(1)(a) or (b);
  - (c) an appeal under sections 194(1) or 194(ea) of the *Public Service Act 2008* has not been made; and
  - (d) employee's union representative or the employee (each "the notifier") are of the view the decision maker has made an incorrect decision in accordance with the applicable directive.
- 75.2. The notifier may, within seven days of the employee being notified of a decision, inform the decision maker that the decision is not accepted, and on this basis request an Internal Review Process is conducted. In which case the temporary employee review outcome becomes a preliminary decision.
- 75.3. Within 14 days of receiving the request under clause 75.2, the nominated Department of Health Human Resources Branch (HR Branch) representative must hold a conference for the purposes of conducting a review of the preliminary decision. The members for the purposes of conference will comprise of the HHS or Division representative(s); the Department of Health; and the notifier.
- 75.4. The notifier and HHS or Division representative will provide all relevant materials of the preliminary decision to the nominated HR Branch representative in advance of the conference.
- 75.5. The purpose of the conference is to attempt to reach consensus on the preliminary decision to convert or not to convert.
- 75.6. If at the conference consensus is reached to overturn the preliminary decision, the revised decision will be communicated in writing to the notifier and to the decision maker in order to implement the decision.
- 75.7. If at the conference consensus cannot be reached between the parties, the HR Branch, having regard to requirements of the relevant directive, may arrive at a decision contrary to the original decision maker and decide to overturn the preliminary decision. Where the outcome of the review decision is overturned, the new decision will be communicated in writing to the notifier and to the original decision maker in order to implement the new decision.
- 75.8. Where consensus cannot be reached between the parties or HR Branch does not overturn the preliminary decision, it will become the final decision with the effective date being the day the employee receives the notice not to overturn the preliminary decision.
- 75.9. Where a notifier withdraws their request for an Internal Panel Review Process or where the notifier commences an appeal under sections 194(1) or 194(ea) of the *Public Service Act 2008* prior the conference being held, this process is taken to be terminated.
- 75.10. The employer will provide reports on the conversion of temporary and casual employees that contain classification stream and occupational type for employees covered by this Agreement to the A&TSIHWCG on a quarterly basis.
- 75.11. The parties will review the effectiveness of the activities associated with this clause, 12 months from certification of this Agreement. The parties will attempt to minimise disputes about the operation of this clause. Any disputes about the operation of this clause that cannot be resolved may be referred to the Queensland Industrial Relations Commission for assistance.

## **76. Additional Permanent Hours for Part-Time Employees**

- 76.1. Part-time employees, following approval, may work more than their substantive (contracted hours) on an ad-hoc or temporary basis. Where an employee works more than their substantive (contracted hours) on a regular basis over a 12 month period, the employee may request an amendment to their substantive part-time hours to reflect the increased hours worked. Such requests should not be unreasonably refused.
- 76.2. Any agreed permanent increase to an employee's substantive part-time hours is limited to a maximum of 64 hours per fortnight.

## 77. Contracting Out

- 77.1. It is the clear policy of the employer not to contract out or to lease current services. The parties are committed to maximising permanent employment where possible.
- 77.2. There will be no contracting out, outsourcing or leasing of services currently provided by the employees engaged and covered under the Aboriginal and Torres Strait Islander health workforce classification stream during the life of the Agreement.
- 77.3. For employees of other streams, 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.
- 77.4. 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 A&TSHWCG, provided that such agreement will not unreasonably be withheld.
- 77.5. Where the employer seeks to contract out or lease current services, the following general consultation process will be followed:
- (a) The relevant union/s will be consulted as early as possible. Discussions will take place before any steps are taken to call tenders or enter into any otherwise binding legal arrangement for the provision of services by an external provider. For the purpose of consultation the relevant union/s will be given relevant documents. The employer will ensure that all relevant union/s is/are aware of any proposals to contract out or lease current services. It is the responsibility of the relevant union/s to participate fully in discussions on any proposals to contract out or lease current services.
  - (b) 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.
- 77.6. 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 A&TSHWCG 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 A&TSHWCG 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.

77.7. Any dispute between the parties arising out of this clause will be dealt with in accordance with clause 13 of this Agreement.

## **78. Contracting In**

78.1. The parties are committed to maximising permanent employment where possible. 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.

78.2. Organisational units will bid for work currently out-sourced to contractors, unless otherwise agreed between the parties and subject to any legislative requirements. Each Health Consultative Forum shall have 'contracting' as a standing agenda item.

78.3. 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.

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

78.5. 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 A&TSIHWC.

78.6. 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.

78.7. The parties agree that the following process will be utilised to assist the employers staff to compete equally for work that is currently contracted out:

- (a) ensure that offer documents include key performance and quality criteria to be addressed by all bidders/tenderers;
- (b) provide independent in-house advice and assistance to in-house staff in the preparation of business cases;
- (c) ensure that offers are evaluated on the basis of cost which includes the contractor basing their price on a minimum rates of pay for comparable *Queensland Public Health Sector Certified Agreement (No. 9) 2016* employees as at 1 September 2018, quality, timeliness and ability to maintain specified key performance criteria;
- (d) include a mechanism for monitoring and continuous improvement; and
- (e) ensure that these mechanisms are relevant and appropriate.

78.8. 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 A&TSIHWC for resolution. This must occur in a timely manner.

78.9. 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.

78.10. 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.

78.11. This clause will not apply to services funded through the Statewide Health and Community Services Branch.

## **79. Colocation**

79.1. 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.

79.2. 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 union/s.

## **PART 16 –EQUITY AND FLEXIBLE WORKING ARRANGEMENTS**

### **80. Equity**

80.1. 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.

80.2. The employer will meet its statutory obligations under the *Public Service Act 2008* (Qld) to consult with relevant unions by agreed consultative mechanisms.

80.3. 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.

80.4. 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.

80.5. 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.

### **81. Flexible Working Arrangements**

81.1. The Flexible Working Arrangements Guideline has been developed for the purpose of achieving work life balance. Queensland Health is committed to implementing all strategies and performance indicators as agreed.

81.2. In accordance with the *Industrial Relations Act 2016* an employee including temporary and casual employees may ask the employer for a change in the way the employee works, including – the employee's ordinary hours of work, an example of such a request could include the request to work a nine-day fortnight.

81.3. Further, in accordance with the *Industrial Relations Act 2016* the request must:

- (a) be in writing; and

- (b) state the change in the way the employee works in sufficient detail to allow the employer to make a decision about the request; and
- (c) state the reasons for the change.

- 81.4. The employer may decide to grant the request or grant the request in part or subject to conditions; or refuse the request. The employer may grant the request in part or subject to conditions, or refuse the request, only on reasonable grounds.
- 81.5. The employer must give the employee written notice about its decision within 21 days after receiving the request. If the employer decides to grant the request in part or subject to conditions or to refuse the request, the written notice about the decision must state the reasons for the decision, outlining the reasonable grounds for granting the request in part or subject to conditions or for the refusal.
- 81.6. The parties acknowledge that increased flexibility and improvements in working arrangements can further the aims of efficiency, effectiveness and equity.

## **82. Work/Life Balance and Allocation of Duties**

- 82.1. The parties acknowledge that the fair treatment of workers improves productivity and reduces turnover. Where a manager is allocating conditions and/or responsibilities such as rostered hours of work, overtime, higher duties, role allocations and workload, this allocation will be fair and reasonable taking into account operational requirements for workers that express their interest.
- 82.2. The parties are committed to ensuring that work/life balance policies are promoted. This includes the promotion of transition to retirement initiatives.
- 82.3. 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. The parties commit to ensuring work life balance is genuinely considered when developing rosters.

## **83. Child Care**

- 83.1. 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.
- 83.2. 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.
- 83.3. When an employer 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.

#### **84. Workplace Behaviour**

- 84.1. The employer recognises that workplace bullying is a serious workplace issue which is not acceptable and must be eliminated.
- 84.2. 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.
- 84.3. The employer recognises that adverse behaviours such as these are serious workplace issues, which are not acceptable and must be eliminated from the workplace.
- 84.4. 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.
- 84.5. 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 A&TSIHWCG for attention.
- 84.6. The parties will review and develop relevant policies during the life of the Agreement.
- 84.7. The employer is committed to protecting and improving the health and wellbeing of all employees and their immediate family by providing employee assistance.

#### **85. Breastfeeding and Work**

- 85.1. Queensland Health is committed to the application of the Public Service Commission Breastfeeding and Work Policy and to a supportive work environment for employees who choose to breastfeed. Decisions made regarding requests for lactation breaks and flexible work options must be fair, transparent, and capable of review.
- 85.2. Lactation breaks are to be made available to employees to breastfeed or express breast milk during work hours. Where possible, lactation breaks are to be provided as time off without debit. All Queensland Health employees are entitled to a total of one hour paid lactation break/s for every eight hours worked. For employees requiring more than one hour for combined lactation break/s during a standard working day, flexible work or leave arrangements may be implemented to cover the time in excess of that hour.
- 85.3. Workplace facilities should be provided, where practicable, for employees who choose to express breast milk or breast feed their child during work hours.
- 85.4. An appropriate workplace facility would include, where practicable;
  - (a) A private, clean and hygienic space which is suitably signed and lockable;
  - (b) Appropriate seating with a table or bench to support breastfeeding equipment;
  - (c) Access to a refrigerator and microwave;
  - (d) An appropriate receptacle for rubbish and nappy disposal;
  - (e) A powerpoint suitable for the operation of a breast pump;
  - (f) Access to facilities for nappy changing, washing and drying of hands, and equipment; and
  - (g) Facilities for storing breast feeding equipment (for example, a cupboard or locker).
- 85.5. Where suitable workplace facilities are not available on-site, the employee should discuss suitable alternatives and agree on the most appropriate arrangement with their line manager.
- 85.6. Employees who choose to breastfeed should be supported in that choice and treated with dignity and respect in the workplace.

**PART 17 - WORKPLACE HEALTH AND SAFETY****86. Workplace Health and Safety**

- 86.1. 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 are separate from inspections by elected Health and Safety Representatives under section 68 of the *Work Health and Safety Act 2011*.
- 86.2. The parties to this Agreement are committed to continuous improvement in work health and safety outcomes 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.
- 86.3. The Queensland Health Workplace Health and Safety Advisory Committee, comprising representatives of the Queensland Department of Health, Hospital and Health Services and the public health sector unions, will continue to oversight progress on work health and safety issues. The safety advisory committee will receive regular reports on the status of reported safety issues.
- 86.4. Workplace health and safety disputes that are unresolved at the local level in accordance with clause 13.2(b) may be escalated to the Queensland Health Workplace Health and Safety Advisory Committee for resolution.
- 86.5. Further, without limiting the issues which may be included, the parties agree to address the following issues:
- (a) aggressive behaviour management;
  - (b) guidelines for work arrangements (including hours of work);
  - (c) guidelines on security for health care establishments;
  - (d) injured workers to have the opportunity to be re-trained in alternative areas/departments;
  - (e) injury management;
  - (f) management of ill or injured employees;
  - (g) personal protective equipment;
  - (h) psychosocial issues;
  - (i) workers' compensation;
  - (j) working off-site; and
  - (k) workplace bullying.
- 86.6. The employer is committed to the establishment of safety committees in accordance with the *Work Health and Safety Act 2011*.
- 86.7. Workplace bullying will be a standing agenda item for safety committees.
- 86.8. The parties commit to working collaboratively to promote and implement the Workplace Health and Safety Queensland *Work Health and Safety Consultation, Cooperation and Coordination Code of Practice 2011*.
- 86.9. The parties acknowledge that fatigue management is a health and safety issue and will manage it in accordance with legislative health and safety obligations.
- 86.10. The parties commit to ensure that appropriate feedback is provided to employees who raise workplace health and safety matters.

**87. Client Aggression**

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

**PART 18 – NO FURTHER CLAIMS****88. No Further Claims**

88.1. 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.

88.2. Notwithstanding clause 88.1, any changes resulting from the reviews contemplated at Part 5 under Phase 2, or additional Aboriginal and Torres Strait Islander health workforce stream roles added in accordance with clause 4.4, may occur during the life of the Agreement.

88.3. 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;
- (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;
- (d) reclassifications resulting from the approved outcomes of the Phase 2 review.

**SCHEDULE 1 – WAGE RATES**

**ABORIGINAL AND TORRES STRAIT ISLANDER HEALTH WORKFORCE STREAM WAGE RATES**

Classification	Pay point	Wage rates payable from 1 September 2019				Wage rates payable from 1 September 2021				Wage rates payable from 1 March 2022			
		Per fortnight	Per annum	Hourly rate	Casual per hour	Per fortnight	Per annum	Hourly rate	Casual per hour	Per fortnight	Per annum	Hourly rate	Casual per hour
HW1	1	\$1,533.20	\$40,000	\$20.1737	\$24.8137	\$1,571.50	\$40,999	\$20.6776	\$25.4334	\$1,610.80	\$42,025	\$21.1947	\$26.0695
	2	\$1,629.00	\$42,500	\$21.4342	\$26.3641	\$1,669.70	\$43,561	\$21.9697	\$27.0227	\$1,711.40	\$44,649	\$22.5184	\$27.6976
	3	\$1,724.80	\$45,000	\$22.6947	\$27.9145	\$1,767.90	\$46,123	\$23.2618	\$28.6120	\$1,812.10	\$47,276	\$23.8434	\$29.3274
	4	\$1,820.70	\$47,500	\$23.9566	\$29.4666	\$1,866.20	\$48,688	\$24.5553	\$30.2030	\$1,912.90	\$49,906	\$25.1697	\$30.9587
	5	\$1,916.50	\$50,000	\$25.2171	\$31.0170	\$1,964.40	\$51,250	\$25.8474	\$31.7923	\$2,013.50	\$52,531	\$26.4934	\$32.5869
	6	\$2,012.30	\$52,500	\$26.4776	\$32.5674	\$2,062.60	\$53,812	\$27.1395	\$33.3816	\$2,114.20	\$55,158	\$27.8184	\$34.2166
HW2	1	\$2,050.70	\$53,500	\$26.9829	\$33.1890	\$2,102.00	\$54,840	\$27.6579	\$34.0192	\$2,154.60	\$56,212	\$28.3500	\$34.8705
	2	\$2,089.00	\$54,500	\$27.4868	\$33.8088	\$2,141.20	\$55,862	\$28.1737	\$34.6537	\$2,194.70	\$57,258	\$28.8776	\$35.5194
	3	\$2,127.30	\$55,500	\$27.9908	\$34.4287	\$2,180.50	\$56,888	\$28.6908	\$35.2897	\$2,235.00	\$58,310	\$29.4079	\$36.1717
	4	\$2,165.60	\$56,500	\$28.4947	\$35.0485	\$2,219.70	\$57,910	\$29.2066	\$35.9241	\$2,275.20	\$59,358	\$29.9368	\$36.8223
	5	\$2,204.00	\$57,500	\$29.0000	\$35.6700	\$2,259.10	\$58,938	\$29.7250	\$36.5618	\$2,315.60	\$60,412	\$30.4684	\$37.4761
HW3	1	\$2,242.30	\$58,500	\$29.5039	\$36.2898	\$2,298.40	\$59,964	\$30.2421	\$37.1978	\$2,355.90	\$61,464	\$30.9987	\$38.1284
	2	\$2,280.60	\$59,500	\$30.0079	\$36.9097	\$2,337.60	\$60,986	\$30.7579	\$37.8322	\$2,396.00	\$62,510	\$31.5263	\$38.7773
	3	\$2,319.00	\$60,500	\$30.5132	\$37.5312	\$2,377.00	\$62,014	\$31.2763	\$38.4698	\$2,436.40	\$63,564	\$32.0579	\$39.4312
	4	\$2,357.30	\$61,500	\$31.0171	\$38.1510	\$2,416.20	\$63,037	\$31.7921	\$39.1043	\$2,476.60	\$64,613	\$32.5868	\$40.0818
HW4	1	\$2,491.40	\$65,000	\$32.7816	\$40.3214	\$2,553.70	\$66,624	\$33.6013	\$41.3296	\$2,617.50	\$68,289	\$34.4408	\$42.3622
	2	\$2,548.90	\$66,500	\$33.5382	\$41.2520	\$2,612.60	\$68,161	\$34.3763	\$42.2828	\$2,677.90	\$69,864	\$35.2355	\$43.3397
	3	\$2,606.40	\$68,000	\$34.2947	\$42.1825	\$2,671.60	\$69,700	\$35.1526	\$43.2377	\$2,738.40	\$71,443	\$36.0316	\$44.3189
	4	\$2,663.90	\$69,500	\$35.0513	\$43.1131	\$2,730.50	\$71,237	\$35.9276	\$44.1909	\$2,798.80	\$73,019	\$36.8263	\$45.2963
HW5	1	\$2,817.20	\$73,500	\$37.0684	\$45.5941	\$2,887.60	\$75,335	\$37.9947	\$46.7335	\$2,959.80	\$77,219	\$38.9447	\$47.9020
	2	\$2,874.70	\$75,000	\$37.8250	\$46.5248	\$2,946.60	\$76,875	\$38.7711	\$47.6885	\$3,020.30	\$78,797	\$39.7408	\$48.8812
	3	\$2,932.20	\$76,500	\$38.5816	\$47.4554	\$3,005.50	\$78,411	\$39.5461	\$48.6417	\$3,080.60	\$80,371	\$40.5342	\$49.8571
	4	\$2,989.70	\$78,000	\$39.3382	\$48.3860	\$3,064.40	\$79,948	\$40.3211	\$49.5950	\$3,141.00	\$81,946	\$41.3289	\$50.8345

Classification	Pay point	Wage rates payable from 1 September 2019				Wage rates payable from 1 September 2021				Wage rates payable from 1 March 2022			
		Per fortnight	Per annum	Hourly rate	Casual per hour	Per fortnight	Per annum	Hourly rate	Casual per hour	Per fortnight	Per annum	Hourly rate	Casual per hour
<b>HW6</b>	1	\$3,143.10	\$82,000	\$41.3566	\$50.8686	\$3,221.70	\$84,052	\$42.3908	\$52.1407	\$3,302.20	\$86,152	\$43.4500	\$53.4435
	2	\$3,229.30	\$84,250	\$42.4908	\$52.2637	\$3,310.00	\$86,356	\$43.5526	\$53.5697	\$3,392.80	\$88,516	\$44.6421	\$54.9098
	3	\$3,315.50	\$86,500	\$43.6250	\$53.6588	\$3,398.40	\$88,662	\$44.7158	\$55.0004	\$3,483.40	\$90,879	\$45.8342	\$56.3761
<b>HW7</b>	1	\$3,468.90	\$90,500	\$45.6434	\$56.1414	\$3,555.60	\$92,763	\$46.7842	\$57.5446	\$3,644.50	\$95,082	\$47.9539	\$58.9833
	2	\$3,555.10	\$92,750	\$46.7776	\$57.5364	\$3,644.00	\$95,069	\$47.9474	\$58.9753	\$3,735.10	\$97,446	\$49.1461	\$60.4497
	3	\$3,641.30	\$95,000	\$47.9118	\$58.9315	\$3,732.30	\$97,373	\$49.1092	\$60.4043	\$3,825.60	\$99,807	\$50.3368	\$61.9143
<b>HW8</b>	1	\$3,794.70	\$99,000	\$49.9303	\$61.4143	\$3,889.60	\$101,477	\$51.1789	\$62.9500	\$3,986.80	\$104,013	\$52.4579	\$64.5232
	2	\$3,900.10	\$101,750	\$51.3171	\$63.1200	\$3,997.60	\$104,295	\$52.6000	\$64.6980	\$4,097.50	\$106,901	\$53.9145	\$66.3148
	3	\$4,005.50	\$104,500	\$52.7039	\$64.8258	\$4,105.60	\$107,112	\$54.0211	\$66.4460	\$4,208.20	\$109,789	\$55.3711	\$68.1065
<b>HW9</b>	1	\$4,158.80	\$108,500	\$54.7211	\$67.3070	\$4,262.80	\$111,213	\$56.0895	\$68.9901	\$4,369.40	\$113,995	\$57.4921	\$70.7153
	2	\$4,264.20	\$111,250	\$56.1079	\$69.0127	\$4,370.80	\$114,031	\$57.5105	\$70.7379	\$4,480.10	\$116,883	\$58.9487	\$72.5069
	3	\$4,369.60	\$114,000	\$57.4947	\$70.7185	\$4,478.80	\$116,849	\$58.9316	\$72.4859	\$4,590.80	\$119,771	\$60.4053	\$74.2985



## INTERIM ADMINISTRATIVE STREAM WAGE RATES

Classification	Pay point	Wage rates payable from 1 September 2019				Wage rates payable from 1 September 2021				Wage rates payable from 1 March 2022			
		Per fortnight	Per annum	Hourly rate	Casual per hour	Per fortnight	Per annum	Hourly rate	Casual per hour	Per fortnight	Per annum	Hourly rate	Casual per hour
AO1	1	\$1,673.50	\$43,660	\$22.0197	\$27.0842	\$1,715.30	\$44,751	\$22.5697	\$27.7607	\$1,758.20	\$45,870	\$23.1342	\$28.4551
	2	\$1,756.70	\$45,831	\$23.1145	\$28.4308	\$1,800.60	\$46,976	\$23.6921	\$29.1413	\$1,845.60	\$48,150	\$24.2842	\$29.8696
	3	\$1,838.90	\$47,976	\$24.1961	\$29.7612	\$1,884.90	\$49,176	\$24.8013	\$30.5056	\$1,932.00	\$50,405	\$25.4211	\$31.2680
AO2	1	\$2,028.60	\$52,925	\$26.6921	\$32.8313	\$2,079.30	\$54,247	\$27.3592	\$33.6518	\$2,131.30	\$55,604	\$28.0434	\$34.4934
	2	\$2,070.80	\$54,026	\$27.2474	\$33.5143	\$2,122.60	\$55,377	\$27.9289	\$34.3525	\$2,175.70	\$56,762	\$28.6276	\$35.2119
	3	\$2,114.40	\$55,163	\$27.8211	\$34.2200	\$2,167.30	\$56,543	\$28.5171	\$35.0760	\$2,221.50	\$57,957	\$29.2303	\$35.9533
	4	\$2,157.80	\$56,295	\$28.3921	\$34.9223	\$2,211.70	\$57,702	\$29.1013	\$35.7946	\$2,267.00	\$59,144	\$29.8289	\$36.6895
	5	\$2,201.40	\$57,433	\$28.9658	\$35.6279	\$2,256.40	\$58,868	\$29.6895	\$36.5181	\$2,312.80	\$60,339	\$30.4316	\$37.4309
	6	\$2,247.10	\$58,625	\$29.5671	\$36.3675	\$2,303.30	\$60,091	\$30.3066	\$37.2771	\$2,360.90	\$61,594	\$31.0645	\$38.2093
	7	\$2,298.50	\$59,966	\$30.2434	\$37.1994	\$2,356.00	\$61,466	\$31.0000	\$38.1300	\$2,414.90	\$63,003	\$31.7750	\$39.0833
AO3	8	\$2,354.20	\$61,419	\$30.9763	\$38.1008	\$2,413.10	\$62,956	\$31.7513	\$39.0541	\$2,473.40	\$64,529	\$32.5447	\$40.0300
	1	\$2,507.80	\$65,427	\$32.9974	\$40.5868	\$2,570.50	\$67,063	\$33.8224	\$41.6016	\$2,634.80	\$68,740	\$34.6684	\$42.6421
	2	\$2,605.30	\$67,970	\$34.2803	\$42.1648	\$2,670.40	\$69,669	\$35.1368	\$43.2183	\$2,737.20	\$71,412	\$36.0158	\$44.2994
	3	\$2,704.60	\$70,561	\$35.5868	\$43.7718	\$2,772.20	\$72,325	\$36.4763	\$44.8658	\$2,841.50	\$74,133	\$37.3882	\$45.9875
AO4	4	\$2,802.90	\$73,126	\$36.8803	\$45.3628	\$2,873.00	\$74,955	\$37.8026	\$46.4972	\$2,944.80	\$76,828	\$38.7474	\$47.6593
	1	\$2,974.60	\$77,605	\$39.1395	\$48.1416	\$3,049.00	\$79,546	\$40.1184	\$49.3456	\$3,125.20	\$81,534	\$41.1211	\$50.5790
	2	\$3,075.60	\$80,240	\$40.4684	\$49.7761	\$3,152.50	\$82,246	\$41.4803	\$51.0208	\$3,231.30	\$84,302	\$42.5171	\$52.2960
	3	\$3,175.80	\$82,854	\$41.7868	\$51.3978	\$3,255.20	\$84,926	\$42.8316	\$52.6829	\$3,336.60	\$87,050	\$43.9026	\$54.0002
AO5	4	\$3,277.20	\$85,500	\$43.1211	\$53.0390	\$3,359.10	\$87,637	\$44.1987	\$54.3644	\$3,443.10	\$89,828	\$45.3039	\$55.7238
	1	\$3,457.10	\$90,193	\$45.4882	\$55.9505	\$3,543.50	\$92,447	\$46.6250	\$57.3488	\$3,632.10	\$94,759	\$47.7908	\$58.7827
	2	\$3,558.70	\$92,844	\$46.8250	\$57.5948	\$3,647.70	\$95,166	\$47.9961	\$59.0352	\$3,738.90	\$97,545	\$49.1961	\$60.5112
	3	\$3,660.30	\$95,495	\$48.1618	\$59.2390	\$3,751.80	\$97,882	\$49.3658	\$60.7199	\$3,845.60	\$100,329	\$50.6000	\$62.2380
AO6	4	\$3,761.50	\$98,135	\$49.4934	\$60.8769	\$3,855.50	\$100,587	\$50.7303	\$62.3983	\$3,951.90	\$103,102	\$51.9987	\$63.9584
	1	\$3,974.30	\$103,687	\$52.2934	\$64.3209	\$4,073.70	\$106,280	\$53.6013	\$65.9296	\$4,175.50	\$108,936	\$54.9408	\$67.5772
	2	\$4,068.90	\$106,155	\$53.5382	\$65.8520	\$4,170.60	\$108,808	\$54.8763	\$67.4978	\$4,274.90	\$111,529	\$56.2487	\$69.1859

Classification	Pay point	Wage rates payable from 1 September 2019				Wage rates payable from 1 September 2021				Wage rates payable from 1 March 2022			
		Per fortnight	Per annum	Hourly rate	Casual per hour	Per fortnight	Per annum	Hourly rate	Casual per hour	Per fortnight	Per annum	Hourly rate	Casual per hour
	3	\$4,162.90	\$108,607	\$54.7750	\$67.3733	\$4,267.00	\$111,323	\$56.1447	\$69.0580	\$4,373.70	\$114,107	\$57.5487	\$70.7849
	4	\$4,257.20	\$111,067	\$56.0158	\$68.8994	\$4,363.60	\$113,843	\$57.4158	\$70.6214	\$4,472.70	\$116,690	\$58.8513	\$72.3871
AO7	1	\$4,454.80	\$116,223	\$58.6158	\$72.0974	\$4,566.20	\$119,129	\$60.0816	\$73.9004	\$4,680.40	\$122,108	\$61.5842	\$75.7486
	2	\$4,563.40	\$119,056	\$60.0447	\$73.8550	\$4,677.50	\$122,033	\$61.5461	\$75.7017	\$4,794.40	\$125,082	\$63.0842	\$77.5936
	3	\$4,672.40	\$121,900	\$61.4789	\$75.6190	\$4,789.20	\$124,947	\$63.0158	\$77.5094	\$4,908.90	\$128,070	\$64.5908	\$79.4467
	4	\$4,780.90	\$124,730	\$62.9066	\$77.3751	\$4,900.40	\$127,848	\$64.4789	\$79.3090	\$5,022.90	\$131,044	\$66.0908	\$81.2917
AO8	1	\$4,941.90	\$128,931	\$65.0250	\$79.9808	\$5,065.40	\$132,153	\$66.6500	\$81.9795	\$5,192.00	\$135,456	\$68.3158	\$84.0284
	2	\$5,038.20	\$131,443	\$66.2921	\$81.5393	\$5,164.20	\$134,730	\$67.9500	\$83.5785	\$5,293.30	\$138,098	\$69.6487	\$85.6679
	3	\$5,133.80	\$133,937	\$67.5500	\$83.0865	\$5,262.10	\$137,284	\$69.2382	\$85.1630	\$5,393.70	\$140,718	\$70.9697	\$87.2927
	4	\$5,229.10	\$136,423	\$68.8039	\$84.6288	\$5,359.80	\$139,833	\$70.5237	\$86.7442	\$5,493.80	\$143,329	\$72.2868	\$88.9128

**SCHEDULE 2 – PRESERVED HUMAN RESOURCES POLICIES**

1. This schedule incorporates employment policies as terms of this Agreement.
2. The relevant HR policies are as follows:

<b>HR Policy Number</b>	<b>Matter</b>
B12	Volunteers
B23	Permanent Employment
B24	Appointments – Permanent and/or Temporary – Commonwealth and/or State Funded Programs
B25	Temporary Employment
B26	Casual Employment
B29	Job Evaluation – Roles Covered by the Classification and Remuneration System
B30	Higher Duties
C26	Parental Leave
C29	Mental Health Allowance
C30	Environmental Allowance – Mental Health High Security and Secure Mental Health Rehabilitation Units
C31	Aboriginal and Torres Strait Islanders Health Workers – Special Allowance
C32	Compulsory Christmas/New Year Closure
C38	Long Service Leave – Entitlement, Conditions, Pay in Lieu, Cash Equivalent, Casuals, Home Helps, Part–Time, Voluntary Reversion and Termination Payment
D5	Accommodation Assistance – Rural and Remote Incentive
E12	Grievance Resolution
E13	Workplace Harassment
F3	Access to Employees Record
F4	Union Encouragement
I4	Compensation for Loss of or Damage to Private Property and Personal Effects of and Damage to Visitor’s Vehicles

**SCHEDULE 3 – HOSPITAL AND HEALTH SERVICE AND FACILITY CATEGORIES**

These categories will be reviewed and confirmed as part of the Phase 2 review.

Hospital and Health Service	Facility		
	Category A	Category B	Category C
<b>Cairns and Hinterland</b>	<ul style="list-style-type: none"> <li>• Atherton</li> <li>• Babinda</li> <li>• Herberton</li> <li>• Innisfail</li> <li>• Malanda</li> <li>• Mareeba</li> <li>• Millaa Millaa</li> <li>• Douglas Shire (Mossman)</li> <li>• Ravenshoe</li> <li>• Tully</li> </ul>	<ul style="list-style-type: none"> <li>• Chillagoe</li> <li>• Cow Bay (Diwan)</li> <li>• Croydon</li> <li>• Dimbulah</li> <li>• Forsayth</li> <li>• Georgetown</li> <li>• Mt Garnet</li> </ul>	<ul style="list-style-type: none"> <li>• Cairns</li> <li>• Gordonvale</li> <li>• Yarrabah</li> </ul>
<b>Central Queensland</b>	<ul style="list-style-type: none"> <li>• Baralaba</li> <li>• Biloela</li> <li>• Blackwater</li> <li>• Capella</li> <li>• Cracow</li> <li>• Dingo</li> <li>• Emerald</li> <li>• Gemfields</li> <li>• Moura</li> <li>• Springsure</li> <li>• Theodore</li> <li>• Tieri</li> </ul>	<ul style="list-style-type: none"> <li>• Capella</li> <li>• Gemfields</li> <li>• Many Peaks</li> <li>• Woorabinda</li> </ul>	<ul style="list-style-type: none"> <li>• Duaringa</li> <li>• Gladstone</li> <li>• Marlborough</li> <li>• Mt Morgan</li> <li>• Ogmore</li> <li>• Rockhampton</li> <li>• Yeppoon</li> </ul>
<b>Central West</b>		<ul style="list-style-type: none"> <li>• Alpha</li> <li>• Aramac</li> <li>• Barcaldine</li> <li>• Bedourie</li> <li>• Birdsville</li> <li>• Blackall</li> <li>• Boulia</li> <li>• Isisford</li> <li>• Jundah</li> <li>• Longreach</li> <li>• Muttaborra</li> <li>• Tambo</li> <li>• Windorah</li> <li>• Winton</li> <li>• Yaraka</li> </ul>	
<b>Children's Health Queensland</b>			<ul style="list-style-type: none"> <li>• Queensland Children's Hospital</li> </ul>

Hospital and Health Service	Facility		
	Category A	Category B	Category C
<b>Darling Downs</b>	<ul style="list-style-type: none"> <li>• Cherbourg</li> <li>• Chinchilla</li> <li>• Dalby</li> <li>• Glenmorgan</li> <li>• Goondiwindi</li> <li>• Inglewood</li> <li>• Jandowae</li> <li>• Kingaroy</li> <li>• Meandarra</li> <li>• Miles</li> <li>• Millmerran</li> <li>• Moonie</li> <li>• Murgon</li> <li>• Nanango</li> <li>• Stanthorpe</li> <li>• Tara</li> <li>• Taroom</li> <li>• Texas</li> <li>• Wandoan</li> <li>• Warwick</li> <li>• Wondai</li> </ul>		<ul style="list-style-type: none"> <li>• Baillie Henderson</li> <li>• Oakey</li> <li>• Toowoomba</li> </ul>
<b>Gold Coast</b>			<ul style="list-style-type: none"> <li>• Gold Coast</li> <li>• Robina</li> </ul>
<b>Mackay</b>	<ul style="list-style-type: none"> <li>• Bowen</li> <li>• Clermont</li> <li>• Collinsville</li> <li>• Dysart</li> <li>• Moranbah</li> <li>• Proserpine</li> </ul>		<ul style="list-style-type: none"> <li>• Mackay</li> <li>• Marlborough</li> <li>• Sarina</li> <li>• St Lawrence</li> </ul>
<b>Metro North</b>			<ul style="list-style-type: none"> <li>• Caboolture</li> <li>• Kilcoy</li> <li>• Royal Brisbane and Women's</li> <li>• Redcliffe</li> <li>• The Prince Charles</li> </ul>
<b>Metro South</b>			<ul style="list-style-type: none"> <li>• Beaudesert</li> <li>• Dunwich</li> <li>• Logan</li> <li>• Princess Alexandra</li> <li>• Queen Elizabeth II</li> <li>• Redland</li> <li>• Wynnum</li> </ul>

Hospital and Health Service	Facility		
	Category A	Category B	Category C
<b>North West</b>		<ul style="list-style-type: none"> <li>• Mt Isa</li> <li>• Burketown</li> <li>• Camooweal</li> <li>• Cloncurry</li> <li>• Dajarra</li> <li>• Doomadgee</li> <li>• Gunpowder</li> <li>• Julia Creek</li> <li>• Karumba</li> <li>• Mornington Island</li> <li>• Normanton</li> </ul>	
<b>South West</b>	<ul style="list-style-type: none"> <li>• Bollon</li> <li>• Dirranbandi</li> <li>• Injune</li> <li>• Mitchell</li> <li>• Mungundi</li> <li>• Roma</li> <li>• St George</li> <li>• Surat</li> </ul>	<ul style="list-style-type: none"> <li>• Augathella</li> <li>• Charleville</li> <li>• Cunnamulla</li> <li>• Morven</li> <li>• Quilpie</li> <li>• Thargomindah</li> <li>• Wallumbilla</li> </ul>	
<b>Sunshine Coast</b>			<ul style="list-style-type: none"> <li>• Caloundra</li> <li>• Gympie</li> <li>• Maleny</li> <li>• Nambour</li> <li>• Sunshine Coast University Hospital</li> </ul>
<b>Torres and Cape</b>		<ul style="list-style-type: none"> <li>• Aurukun</li> <li>• Badu</li> <li>• Bamaga</li> <li>• Coen</li> <li>• Cooktown</li> <li>• Hopevale</li> <li>• Horn Island</li> <li>• Kowanyama</li> <li>• Laura</li> <li>• Lockhart River</li> <li>• Mapoon</li> <li>• Mer Island (Murray Island)</li> <li>• Napranum (Malakoola)</li> <li>• Pormpuraaw</li> <li>• Saibai</li> <li>• St Pauls</li> <li>• Thursday Island</li> <li>• Weipa</li> <li>• Wujal Wujal</li> <li>• Yorke Island</li> </ul>	
<b>Townsville</b>	<ul style="list-style-type: none"> <li>• Ayr</li> <li>• Charters Towers</li> <li>• Home Hill</li> <li>• Ingham</li> </ul>	<ul style="list-style-type: none"> <li>• Hughenden</li> <li>• Richmond</li> <li>• Palm Island</li> </ul>	<ul style="list-style-type: none"> <li>• Magnetic Island</li> <li>• Townsville</li> </ul>

Hospital and Health Service	Facility		
	Category A	Category B	Category C
<b>West Moreton</b>			<ul style="list-style-type: none"> <li>• Boonah</li> <li>• Esk</li> <li>• Gatton</li> <li>• Ipswich</li> <li>• Laidley</li> <li>• The Park</li> </ul>
<b>Wide Bay</b>	<ul style="list-style-type: none"> <li>• Biggenden</li> <li>• Eidsvold</li> <li>• Gayndah</li> <li>• Monto</li> <li>• Mundubbera</li> </ul>		<ul style="list-style-type: none"> <li>• Bundaberg</li> <li>• Childers</li> <li>• Gin Gin</li> <li>• Hervey Bay</li> <li>• Mt Perry</li> <li>• Maryborough</li> </ul>

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

John Wakefield  
Print name

\_\_\_\_\_  
Signature 7.8.20  
Date

In the presence of:

Peter Thirkettle  
Print name

\_\_\_\_\_  
Signature 7.8.20  
Date

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

Stephen Baker  
Print name

\_\_\_\_\_  
Signature 5.8.20  
Date

In the presence of:

Barry Watson  
Print name

\_\_\_\_\_  
Signature 5.8.20  
Date

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

Alex Scott  
Print name

\_\_\_\_\_  
Signature 6.8.20  
Date

In the presence of:

Edmund Lynch  
Print name

\_\_\_\_\_  
Signature 6.8.20  
Date