QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

State of Queensland (Queensland Health)
Health and Wellbeing Queensland

AND

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

(Matter No. CB/2020/55)

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

Certificate of Approval

On 18 August 2020, the Commission certified the attached written agreement in accordance with s 193 of the *Industrial Relations Act 2016*:

Name of Agreement: **HEALTH PRACTITIONERS AND DENTAL OFFICERS (QUEENSLAND HEALTH) CERTIFIED AGREEMENT (No. 3) 2019**

Parties to the Agreement:
State of Queensland (Queensland Health);
Health and Wellbeing Queensland;
United Voice, Industrial Union of Employees, Queensland;
Together Queensland, Industrial Union of Employees;
The Australian Workers' Union of Employees, Queensland; and
Queensland Nurses and Midwives' Union of Employees.

Operative Date: 18 August 2020

Nominal Expiry Date: 16 October 2022

Previous Agreement for health practitioners and dental officers: *Health Practitioners and Dental Officers (Queensland Health) Certified Agreement (No. 2) 2016*

Termination Date of Previous Agreement for health practitioners and dental officers: 18 August 2020

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

By the Commission

R.D.H. McLENNAN
Industrial Commissioner
18 August 2020

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016

The Director-General, Queensland Health department and Health and Wellbeing Queensland

AND

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

(No. CB/2020/XX)

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

TABLE OF CONTENTS

PAGE

PART 1 – PRELIMINARY MATTERS 4
1. Title 4
2. Definitions 4
3. Parties Bound 4
4. Application 5
5. Date and Period of Operation 5
6. Renewal or Replacement of Agreement 5
7. Relationships with Awards and Other Conditions 5
8. Purpose of the Agreement 6
9. Objectives of the Agreement 6
10. Posting of the Agreement 6
11. International Labour Organisation Conventions 6
12. Operation and Implementation of the Agreement 7
13. Prevention and Settlement of Disputes Relating to the Interpretation, Application or Operation of this Agreement 7
14. HR Policy Preservation 8
15. Cultural Respect 8

PART 2 – WAGE AND SALARY RELATED MATTERS 9
16. Wage Increases 9
17. Minimum Wage Adjustment 9
18. Award Maintenance 9
19. One-Off Payment 9
20. Salary Sacrificing 10
21. Superannuation 11
22. Emergency Clinical On Call Allowance Rate 11
23. Priority On Call Allowance 12
24. Recall Payment 12
25. Break Between Shifts for Health Practitioners 13
26. Higher Education Incentive for Health Practitioners 13

PART 3 – ATTRACTION AND RETENTION 15
27. Attraction and Retention Incentives 15
28. Sonography Development Allowance 15
29. Nuclear Medicine Technology Development Allowance 16
30. Medical Physicists Attraction and Retention Incentive 16

31. Radiation Therapy Development Allowance for HP3 Radiation Oncology Medical Physicists 17
32. Rural and Remote Allowance for Health Practitioners 17
33. Rural and Remote Incentive Scheme Review 17
34. Locality Allowance for Clinical Assistants 18
35. Rural Incentive Scheme for Dental Officers 18
36. Recruitment Outcomes 18

PART 4 – EMPLOYMENT CONDITIONS 18
37. Uniform and Laundry Allowance 18
38. Access to Computers 19
39. Parental Leave 19
40. Domestic and Family Violence 19
41. Recreation Leave - Half-Pay 19
42. Purchased Leave 20
43. Long Service Leave 20
44. Cultural Leave 20
45. Bereavement Leave for Aboriginal and/or Torres Strait Islander Employees 20
46. Radiation Professionals Leave 20
47. Public Service Directive 05/17 Special Leave 21
48. Health Practitioners in Multi-Disciplinary Teams 21
49. Display of Rosters 21
50. Application of Existing Preserved Conditions and Directives 21
51. Social Work and Psychology Treatment Rooms 22
52. Health Practitioners' Workspaces 22

PART 5 - CLINICAL ASSISTANTS 22
53. Clinical Assistants Advancement Scheme 22
54. Paypoint Arrangements for CA3 Advanced Employees Appointed to CA4 22
55. Allowances 22
56. No Loss of Show Day 23
57. Rostering of Accrued Days Off 23
58. Accrued Days Off 23
59. Aged Based Recruitment 23
60. Closed Merit Selection Process for Filling Vacancies 23
61. Higher Duties 24
62. Recognition of Higher Duties Service for Increment Purposes 24

PART 6 – REGISTRATION, TRAINING AND DEVELOPMENT 24
63. Registration and Licensing Fees 24
64. Professional Development Allowance for Health Practitioners and Dental Officers 24
65. Professional Development Leave for Health Practitioners and Dental Officers 25
66. Continuity of Service for Professional Development Allowance and Leave 25
67. Clinical Assistants Education and Training 25
68. Clinical Assistants Training Fund 26
69. Vocational Education and Training Incentive for Clinical Assistants 26
70. Workplace Assessors – Clinical Assistants 28
71. Student Clinical Education Allowance for Health Practitioners and Dental Officers 28
72. Paypoint for Health Practitioners with Provisional Registration 29

PART 7 –CLASSIFICATION STRUCTURES 29
73. Health Practitioner Disciplines and Professions 29
74. Clinical Assistant Roles 29
75. Clinical Assistant Job Evaluation 30
76. Health Practitioner Job Evaluation 30
77. Centralised Health Practitioner Job Evaluations 30
78. Evaluation of Health Practitioner Roles 30
79. Implementation of Health Practitioner Classification Level 31

PART 8 – PROJECTS, REVIEWS AND ORGANISATIONAL IMPROVEMENT 31
80. Research Package for Health Practitioners 31
81. Allied Health Rural Generalist Pathway 31
82. Clinical Education Management Initiative for Health Practitioners 32
83. Workforce Planning and Analysis Framework for Health Practitioners 32

84. Reviews 32

PART 9 – INDUSTRIAL RELATIONS MATTERS AND CONSULTATION 33
85. Collective Industrial Relations 33
86. Commitment to Consultation 34
87. Health Consultative Forums 34
88. Reporting 35
89. Union Briefing 35
90. Whole of Government Commitments 35

PART 10 – ORGANISATIONAL CHANGE AND RESTRUCTURING 35
91. Organisational Change and Restructuring 35
92. Replacement of Existing Staff 37

PART 11 - WORKLOAD MANAGEMENT 37
93. Workload Management 37

PART 12 – EMPLOYMENT SECURITY AND CONTRACTING 38
94. Employment Security 38
95. Permanent Employment 38
96. Permanent Employment for Long Term Temporary and Casual Employees 39
97. Temporary and Casual Conversion Panel Review Process 39
98. Additional Permanent Hours for Part-Time Employees 40
99. Contracting Out 40
100. Contracting In 41
101. Prime Vendoring 42
102. Colocation 42

PART 13 - EQUITY AND FLEXIBLE WORKING ARRANGEMENTS 42
103. No Disadvantage 42
104. Equity 43
105. Flexible Working Arrangements 43
106. Work/Life Balance and Allocation of Duties 44
107. Child Care 44
108. Workplace Behaviour 44
109. Breastfeeding and Work 45

PART 14 - WORKPLACE HEALTH AND SAFETY 45
110. Workplace Health and Safety 45
111. Client Aggression 46

PART 15 - NO FURTHER CLAIMS 46
112. No Further Claims 46

SCHEDULE 1 – WAGE RATES 48

SCHEDULE 2 – PRESERVED HUMAN RESOURCES POLICIES 53

SCHEDULE 3 – LIST OF ELIGIBLE HEALTH PRACTITIONER DISCIPLINES/PROFESSIONS 54

SCHEDULE 4 – HEALTH PRACTITIONER WORK LEVEL STATEMENTS 56

SCHEDULE 5 – CLINICAL ASSISTANTS – DEFINITION AND LIST OF ELIGIBLE ROLES 71

SCHEDULE 6 – CLINICAL ASSISTANTS – TRANSITIONARY ARRANGEMENTS 73

SCHEDULE 7 – GRANDPARENTING OF RETENTION PAYMENTS FOR CERTAIN HEALTH PRACTITIONERS 75

PART 1 – PRELIMINARY MATTERS

1. Title

This Agreement is known as the *Health Practitioners and Dental Officers (Queensland Health) Certified Agreement (No. 3) 2019* (**HPDO3**).

2. Definitions

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

Act means the *Industrial Relations Act 2016*.

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

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

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

CA means clinical assistant.

DO means dental officer.

Employee means a health practitioner, or dental officer, or clinical assistant, as relevant.

Employer is as defined at clause 4.3 of this Agreement.

FTE means Full-time Equivalent.

HCF means Health Consultative Forum.

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

HP means health practitioner.

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

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*.

QAS means the Queensland Ambulance Service.

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

Together means Together Queensland, Industrial Union of Employees.

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

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

3. Parties Bound

3.1. The parties to this Agreement are:

(a) The Director-General, Queensland Health department;

(b) Health and Wellbeing Queensland;

(c) United Voice, Industrial Union of Employees, Queensland;

(d) Together Queensland, Industrial Union of Employees;

(e) The Australian Workers' Union of Employees, Queensland; and

(f) Queensland Nurses and Midwives' Union of Employees.

4. Application

4.1. The Agreement will apply to:

(a) the employer parties to this Agreement listed in clause 4.3 and its employees for whom classifications and rates of pay are prescribed herein. For the avoidance of doubt, this Agreement will apply to;

(b) the Hospital and Health Services established in accordance with the *Hospital and Health Boards Act 2011* in their capacity as the employer of employees covered by this Agreement and their employees for whom classifications and rates of pay are prescribed herein; and

(c) the Queensland Ambulance Service established in accordance with the *Ambulance Service Act 1991* and the employees who are employed by the Director-General of the Queensland Health department under the *Public Service Act 2008*, engaged within in the Queensland Ambulance Service, covered by this Agreement and for whom classifications and rates of pay are prescribed herein.

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

4.3. For this Agreement, the employer means:

(a) State of Queensland, represented by Queensland Health;

(b) the Chief Executive Officer, Health and Wellbeing Queensland.

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 16 October 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 health practitioners and dental officers, the *Health Practitioners and Dental Officers (Queensland Health) Certified Agreement (No. 2) 2016* is to be terminated upon certification of the *Health Practitioners and Dental Officers (Queensland Health) Certified Agreement (No. 3) 2019*.

6.3. For clinical assistants, the *Queensland Public Health Sector Certified Agreement (No. 9) 2016* is to be terminated upon certification of the *Health Practitioners and Dental Officers (Queensland Health) Certified Agreement (No. 3) 2019*.

7. Relationships with Awards and Other Conditions

7.1. For health practitioners and dental officers, the Agreement will be read in conjunction with the *Health Practitioners and Dental Officers (Queensland Health) Award – State* 2015 or any consent Award successor or replacement.

7.2. For clinical assistants, this Agreement will be read in conjunction with the *Hospital and Health Service General Employees (Queensland Health) Award – State 2015* or any consent Award successor or replacement. Schedule 6 contains the transitionary arrangements for clinical assistants.

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

8. Purpose of the Agreement

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

9. Objectives of the Agreement

9.1. The parties to this Agreement are committed to:

(a) maintaining and improving the public health system to serve the needs of the Queensland community;

(b) maintenance of a stable industrial relations environment;

(c) improvement and maintenance of quality health services;

(d) a joint approach to a future reform program to identify and implement more flexible and efficient industrial arrangements;

(e) collectively striving to achieve quality outcomes for patients;

(f) maximising permanent employment;

(g) employment security;

(h) achieving a skilled, motivated and adaptable workforce; and

(i) 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 and Health and Wellbeing Queensland intranet and internet site/s; and

(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. Operation and Implementation of the Agreement

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 Health Practitioner and Dental Officer Consultative Group (HPDOCG).

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

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

12.5. The role of the HPDOCG is to provide the principal forum for consultation between the parties to this Agreement on all matters relevant to the interpretation, application and implementation of the Agreement.

12.6. The HPDOCG will also oversee the implementation of this Agreement and in this context has specific responsibilities for:

(a) resolving issues relating to the interpretation, application or operation of the Agreement as referred to the HPDOCG under clause 13 of this Agreement;

(b) monitoring the effectiveness of Health Consultative Forums (however titled) and their outcomes relating to the Agreement;

(c) ensuring relevant policies are reviewed so as to be consistent with this Agreement; and

(d) any other matter as set out in this Agreement.

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

12.8. Within three months of certification, the terms of reference of the HPDOCG will be amended to increase its scope to include clinical assistants, specifically:

(a) work practices;

(b) workloads;

(c) ensuring appropriate career structures; and

(d) training opportunities.

12.9. A union may refer a concern about clause 12.8 matters to the HPDOCG. For the avoidance of doubt, this clause is not intended to substitute the grievance or other dispute resolution procedures.

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 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 HPDOCG. The HPDOCG will deal with the issue in a timely manner unless clause 13.2(d) applies. If the HPDOCG forms an agreed view on the resolution of the issue, this is the position that will be accepted and implemented by the parties.

(d) If the HPDOCG considers that the issue falls outside the interpretation, application and implementation of this Agreement, or has whole of department implications, it must refer the issue to an appropriate body depending on the issue as agreed by the parties for consideration.

(e) If the issue remains unresolved, either party may refer the matter to the Queensland Industrial Relations Commission.

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. The parties agree that the policy documents contained in schedule 2 apply only to Queensland Health including Hospital and Health Service employees (excluding Queensland Ambulance Service) but that it is the intent of the parties that while procedural elements of existing Queensland Ambulance Service and Health and Wellbeing Queensland policies may differ, the conditions and entitlements in these Queensland Health HR policies will apply or continue to apply to the Queensland Ambulance Service from the date of certification of this Agreement.

14.4. Where an existing policy of the Queensland Ambulance Service provides a more beneficial entitlement to an employee than provided in the preserved policy, then the existing policy of Queensland Ambulance Service will apply.

14.5. 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.

14.6. 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 *Health Practitioners and Dental Officers (Queensland Health) Certified Agreement (No. 2) 2016*, except where agreed between the parties. As each preserved HR policy is reviewed, each policy shall cover all employer parties to the Agreement unless agreed by the parties.

15. Cultural Respect

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

15.2. 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. The entitlement will be administered in accordance with section 51 of the *Industrial Relations Act 2016*.

15.3. 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/or Torres Strait Islander employees.

PART 2 – WAGE AND SALARY RELATED MATTERS

16. Wage Increases

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

(a) 2.5% from 17 October 2019;

(b) 2.5% from 17 October 2021;

(c) 2.5% from 17 April 2022.

16.2. The parties acknowledge that the wage increase applying from 17 October 2019 in clause 16.1 above has been paid in advance of certification in accordance with the *Industrial Relations Act 2016* (chapter 15A).

17. Minimum Wage Adjustment

17.1. It is a term of this Agreement that any Queensland Industrial Relations Commission State Wage Case increase will be compared with the increases in clause 16 of this Agreement.

17.2. Provided that any annual State Wage Case increase, which would provide a higher overall annual wage increase than in clause 16, this increase would be applied from the operative date of the State Wage Case.

18. Award Maintenance

18.1. 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 16 of this Agreement, subject to clause 17.

18.2. 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 relevant Award.

18.3. The employer will support union applications to amend any of the relevant modern awards to incorporate wage adjustments based upon the *Health Practitioners and Dental Officers (Queensland Health) Certified Agreement (No. 2) 2016* during the life of HPDO3.

18.4. The employer will consent to applications made after the nominal expiry date of HPDO3 to amend any of the parent awards to incorporate wage adjustments based on HPDO3.

19. One-Off Payment

19.1. 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.

19.2. The classification levels under this Agreement which were eligible for the payment were:

(a) Health practitioners; up to and including all paypoints within level 5 (HP1 to HP5);

(b) Dental officers; up to and including all paypoints within level 2 (DO1 to DO2); and

(c) Clinical assistants; all levels (CA1 to CA8).

20. Salary Sacrificing

20.1. 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).

20.2. Despite clause 20.1, employees may sacrifice up to 100% of their salary for superannuation.

20.3. 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.

20.4. 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).

20.5. 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*.

20.6. 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.

20.7. Where an employee who is ineligible for the FBT exemption cap sacrifices benefits attracting FBT, the employee will be liable for such FBT.

20.8. 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.

20.9. 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.

20.10. 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.

21. Superannuation

21.1. 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.

21.2. Where an employee has not chosen a fund in accordance with clause 21.1, the employer must make superannuation contributions for the employee (including salary sacrifice contributions) to QSuper.

21.3. 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.

21.4. 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).

22. Emergency Clinical On Call Allowance Rate

22.1. This clause operates to the exclusion of clause 18.6 of the Award.

22.2. The provisions within this clause only apply to health practitioners who are required to be on emergency clinical on call for essential direct emergency clinical interventions where patient health will likely be compromised without the timely intervention of the health practitioner.

22.3. Eligible health practitioners shall receive the emergency clinical on call allowance prescribed in this clause instead of the standard on call allowance prescribed in clause 18.5 of the Award.

22.4. The emergency clinical on call allowance shall be an amount of 10% of the HP3.7 ordinary hourly rate per hour that the health practitioner is required for emergency clinical on call.

22.5. For the purpose of calculating the hourly rate, the divisor will be based upon a 38 hour week and calculated to the nearest $0.05.

22.6. For the purposes of this clause, emergency clinical on call means on call arrangements where:

(a) Either;

(i) The service is required for essential direct emergency clinical interventions, where patient health will likely be compromised without the timely intervention of the health practitioner, and the service operates 24 hours, seven days a week either on a staffed basis or an on call basis; or

(ii) Where local health service management has decided that the on call service for that profession, discipline or service is required for essential direct emergency clinical interventions, where patient health will likely be compromised without the timely intervention of the health practitioner; and

(b) After being contacted, the employee will generally be available for presentation at the health facility within approximately 30 minutes (assuming that there are good traffic conditions).

23. Priority On Call Allowance

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

23.2. Priority on call allowance is not paid in the circumstances described in clause 22 of this Agreement.

An example of where priority on call should be utilised is where a health practitioner or dental officer is required to be in attendance within 30 minutes of a callout for other than essential direct emergency clinical intervention.

24. Recall Payment

24.1. For the time that a health practitioner or dental officer on call is recalled to perform duties, the health practitioner or dental officer is entitled to:

(a) For a recall on Monday to Friday:

(i) payment at the prescribed overtime or penalty rate, with a minimum payment of three hours;

(b) For a recall on Saturday or Sunday, either:

(i) payment at the prescribed overtime or penalty rate, with a minimum payment of three hours; or

(ii) at the health practitioner or dental officer's option, time off at a mutually convenient time, equivalent to the number of hours worked;

(c) For a recall on a public holiday, either:

(i) payment at the prescribed overtime rate, with a minimum payment of four hours for the day; or

(ii) at the health practitioner or dental officer's option, time off in lieu equivalent to the number of hours worked, with a minimum of four hours, plus payment at half the ordinary rate for the recall time worked.

(d) Time off in lieu must be taken at a mutually convenient time to be agreed between the health practitioner or dental officer and their supervisor.

(e) Recall time is to be calculated from home and back to home.

24.2. A health practitioner or dental officer on call who is required to perform duties without the need to leave the health practitioner or dental officer's place of residence and/or without the need to return to the facility will be reimbursed for a minimum of one hour's work for each time the employee performs such duties. If the health practitioner or dental officer is required to again perform duties within that one hour period, no

further minimum payment will apply.

24.3. A health practitioner or dental officer who is not on call and who is recalled to perform work after completing their ordinary working hours, or is recalled at least three hours prior to commencing their ordinary duty working hours, will be paid at overtime rates with a minimum payment of three hours.

24.4. Where a health practitioner or dental officer is recalled to perform work during an off duty period, they will be provided with transport to and from the employee's home, or will be reimbursed the cost of such transport.

25. Break Between Shifts for Health Practitioners

25.1. A health practitioner rostered on emergency clinical on-call, or priority on-call, who is recalled to perform duties and required to travel to perform work at a health facility or at another required location, must be released from duty at the end of the last recall for a break of 10 consecutive hours without loss of pay.

25.2. Where a health practitioner’s first recall is less than three hours before the commencement of an ordinary shift, and the employee has already had a ten hour break immediately prior to that recall, clause 25.1 will not apply, provided that the employee:

(a) is requested to remain at work and commence their ordinary shift; and

(b) is paid the minimum payment in clause 24.1 of this Agreement in addition to payment for the ordinary shift.

26. Higher Education Incentive for Health Practitioners

26.1. The higher education incentive acknowledges and recognises health practitioners from HP1 to HP4 who obtain higher education qualification(s), thus providing a highly skilled workforce and improved service delivery. The higher education qualification is to be relevant to the health practitioner’s discipline or their current position and is to be additional to the minimum required qualification for registration purposes or entry level equivalent.

26.2. This clause is to be read in conjunction with HR Policy C27 Health Practitioners – Higher Education Incentive. The following provisions apply to a health practitioner HP1 to HP4.

(a) A **level 1 qualification** is:

(i) a post graduate certificate or postgraduate diploma; or

(ii) a second bachelor degree; or

(iii) equivalent credential.

(b) A **level 2 qualification** is a post graduate masters degree or PhD.

26.3. Accelerated paypoint advancement:

(a) A health practitioner who is not at the maximum paypoint of their classification and who obtains a level 1 or level 2 qualification, will be advanced by one paypoint from the date the qualification is accepted by the employer but will retain their existing increment date.

26.4. Higher education incentive allowance:

(a) A health practitioner who has been at the maximum paypoint of their classification for 12 months and who has obtained a level 1 or level 2 qualification, will be entitled to receive the higher education incentive allowance.

(i) The level 1 qualification allowance is calculated on the basis of 3.5% of HP2.7 (for HP1 and HP2 employees) or HP3.7 (for HP3 and HP4 employees).

(ii) The level 2 qualification allowance is calculated on the basis of 5.5% of HP2.7 (for HP1 and HP2 employees) or HP3.7 (for HP3 and HP4 employees).

(b) The higher education incentive allowance is an all purpose allowance.

26.5. The higher education incentive allowance is payable as follows:

(a) A health practitioner who qualifies for an allowance under clause 26.4(a) is entitled to receive the relevant allowance from the date the approved application is submitted, but no earlier than the date the health practitioner reached 12 months at the maximum paypoint.

(b) Casual and part-time health practitioners are required to have either 12 months' service or 1,200 hours, whichever is the greater, consistent with Award provisions relating to part-time and casual increments. Where there is a change to the Award regarding service requirements for part-time and casual increments, the Award provisions will prevail where it provides a greater entitlement.

26.6. Higher education incentive allowance upon higher duties:

(a) When a health practitioner who is in receipt of the higher education incentive incremental advancement or the allowance subsequently undertakes higher duties to either HP2, HP3 or HP4 level, the employee becomes eligible for the incremental advancement (one pay point) at the higher HP classification level, on condition the qualification remains relevant to the higher level position. The incremental advancement is payable irrespective of whether the health practitioner is in receipt of the allowance at their lower classification level. The higher duties qualifying period is to be in accordance with the approved eligibility requirements in HR Policy B30 Higher Duties.

(b) As at the date of certification of HPDO3, a health practitioner who is in receipt of the higher education incentive incremental advancement or the allowance subsequently undertakes higher duties at either HP2, HP3 or HP4 level, the health practitioner becomes eligible to access the higher education incentive allowance once they have served 12 months at the top paypoint of the higher classification level.

(c) Health practitioners who are in receipt of a higher education incentive are not entitled to retain the higher education incentive allowance or the incremental advancement when relieving in positions classified at HP5 and above. These health practitioners are to resume payment of the higher education incentive when they revert to their position at the eligible lower classification level.

(d) A health practitioner in receipt of an allowance at classification HP2, who relieves in a position at classification HP3, will be placed on the paypoint within the HP3 classification which ensures the health practitioner's current rate of pay is not reduced (including the relevant qualification allowance received at the HP2 rate but excluding penalty rates).

26.7. Entitlement upon promotion:

(a) When a health practitioner who is in receipt of the higher education incentive is subsequently promoted to either HP2, HP3 or HP4, they become eligible to be advanced one increment level, on condition the qualification remains relevant to the higher level position and is in accordance with HR Policy C27 Health Practitioners – Higher education incentive.

(b) The health practitioner becomes eligible to access the higher education incentive allowance once they have served 12 months at the top paypoint of the higher HP2, HP3 or HP4 classification level.

(c) Health practitioners are not entitled to the higher education incentive when promoted to positions classified at HP5 and above.

26.8. Entitlement where more than one qualification:

(a) A health practitioner who has advanced a paypoint under the above provisions is not eligible for any further advancement.

(b) A health practitioner who holds a level 1 qualification and subsequently obtains an eligible level 2 qualification, may apply for recognition of the level 2 higher education incentive allowance in lieu of the level 1 higher education incentive allowance, thus changing the employee's entitlement from the 3.5% to the 5.5% incentive.

(c) Only one higher education incentive allowance is to be paid at any one time.

26.9. Qualifications no longer relevant:

(a) When a health practitioner's qualification is no longer relevant to their current position, any allowance payable under the above provisions will cease from the date the employer formally advises the health practitioner of such situation in writing.

PART 3 – ATTRACTION AND RETENTION

27. Attraction and Retention Incentives

27.1. Queensland Health recognises the need to respond to demonstrable supply and skills shortages and current or emerging employee attraction and retention issues.

27.2. 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.

27.3. A Health Service Chief Executive or the Director-General, at their discretion in accordance with clause 27.2, may offer an attraction and retention incentive of up to 10% of the employee's base rate.

27.4. Discretionary attraction and retention incentive payments made in accordance with clause 27.3 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:

Provision	Source
Radiation therapy development allowance	Clause 13.4 of the *Health Practitioners and Dental Officers (Queensland Health) Award – State 2015* Clause 31 of this Agreement
Granparenting of retention payments for certain health practitioners	Schedule 7 of this Agreement
Sonography development allowance	Clause 28 of this Agreement
Nuclear therapy development allowance	Clause 29 of this Agreement
Medical physicists attraction and retention incentive	Clause 30 of this Agreement
Rural and remote allowance for health practitioners	Clause 32 of this Agreement
Rural incentive scheme for dentists	Clause 34 of this Agreement
Locality allowances	Clauses 34 and 50 of this Agreement
Section 66(4) arrangements approved by the Director-General	Section 66(4) of the *Hospital and Health Boards Act 2011*

27.5. 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.

27.6. The Hospital and Health Services will report to unions annually of the number of employees who received the attraction and retention incentive payments in the preceding financial year.

28. Sonography Development Allowance

28.1. This allowance will be for sonographers (including radiographer/sonographers) eligible to be listed on the Australian Sonography Registry as an Accredited Medical Sonographer 1A/B.

28.2. Eligible sonographers and radiographer/sonographers positions shall receive the sonography development allowance of $8,153 per annum.

28.3. Eligible part time sonographers and radiographer/sonographers will receive the allowance on a pro rata basis. Casual sonographers and radiographer/sonographers are not eligible for this allowance.

28.4. This allowance shall be paid fortnightly. This allowance is not an all-purpose allowance.

28.5. This allowance shall be adjusted in the same manner as those allowances specified at clause 13.5(a) of the *Health Practitioners and Dental Officers (Queensland Health) Award – State 2015*.

28.6. The allowance will be subject to a joint review 12 months prior to the expiry of HPDO3 to determine if the allowance should be recommended to continue in the subsequent agreement.

29. Nuclear Medicine Technology Development Allowance

29.1. This allowance will be for nuclear medicine technologists who hold general registration with the Medical Radiation Practice Board of Australia.

29.2. Eligible nuclear medicine technologists positions shall receive the nuclear medicine technologists development allowance of $8,153 per annum.

29.3. Eligible part time nuclear medicine technologists will receive the allowance on a pro rata basis. Casual nuclear medicine technologists are not eligible for this allowance.

29.4. This allowance shall be paid fortnightly. This allowance is not an all-purpose allowance.

29.5. This allowance shall be adjusted in the same manner as those allowances specified at clause 13.5(a) of the *Health Practitioners and Dental Officers (Queensland Health) Award – State 2015*.

29.6. The allowance will be subject to a joint review 12 months prior to the expiry of HPDO3 to determine if the allowance should be recommended to continue in the subsequent agreement.

30. Medical Physicists Attraction and Retention Incentive

30.1. Medical physicists classified at levels HP4 to HP7 employed as Radiation Oncology Medical Physicist, Diagnostic Imaging Medical Physicists, and Health Physicists (employed at Radiation Health and Radiation and Nuclear Sciences) will receive the Medical Physicists Attraction and Retention Incentive payment (MPARI).

30.2. MPARI will be paid on a two-tier basis dependent on if the medical physicist is listed on the ACPSEM Register of Qualified Medical Physics Specialists and Radiopharmaceutical Scientists with an ACPSEM Register designation as Radiation Oncology, Radiology or Nuclear Medicine.

30.3. The rates for MPARI are:

		From 17 October 2019		**From 17 October 2021**		**From 17 April 2022**	
Classification	**Pay point**	**ACPSEM payment**	**Non-ACPSEM payment**	**ACPSEM payment**	**Non-ACPSEM payment**	**ACPSEM payment**	**Non-ACPSEM payment**
HP4	1	$38,625.00	$23,812.00	$39,592.00	$24,409.00	$40,580.00	$25,017.00
	2	$39,429.00	$24,307.00	$40,414.00	$24,914.00	$41,425.00	$25,538.00
	3	$40,459.00	$24,942.00	$41,471.00	$25,567.00	$42,507.00	$26,205.00
	4	$41,563.00	$25,623.00	$42,603.00	$26,265.00	$43,669.00	$26,922.00
HP5	1	$62,471.00	$43,836.00	$64,033.00	$44,932.00	$65,633.00	$46,055.00
	2	$65,184.00	$45,740.00	$66,813.00	$46,883.00	$68,482.00	$48,054.00
HP6	1	$58,218.00	$38,595.00	$59,672.00	$39,558.00	$61,163.00	$40,546.00
	2	$60,265.00	$39,952.00	$61,772.00	$40,951.00	$63,317.00	$41,975.00
HP7	1	$52,580.00	$31,600.00	$53,893.00	$32,389.00	$55,241.00	$33,199.00
	2	$56,348.00	$33,865.00	$57,756.00	$34,711.00	$59,199.00	$35,578.00

30.4. Eligible part-time medical physicists will receive MPARI on a pro-rata basis based on hours worked. Casual medical physicists are not entitled to claim this payment.

30.5. Discipline-specific management roles, workforce development officer roles, clinical educator, researcher or similar ancillary positions from the named disciplines are considered eligible, provided they are focussed on the discipline/s in question.

30.6. MPARI is not an all-purpose allowance.

30.7. MPARI will operate to fully replace the existing attraction and retention incentives including:

(a) Health and medical physicist retention payment.

(b) Attraction and retention incentives approved in accordance with clause 27.3 of HPDO2.

(c) Additional retention incentives otherwise approved by the Director-General under section 66(4) of the *Hospital and Health Boards Act 2011* in the form of fortnightly payments.

30.8. The parties agree HR Circular 44/08 Retention Payments for Health Practitioners will be rescinded effective the date of certification of HPDO3, and the health and medical physicist retention payment provided under this Circular will cease as of this date.

30.9. For the purposes of clarity, medical physicists in receipt of MPARI are ineligible to receive attraction and retention incentives under clause 27.

30.10. The ongoing continuation of any arrangements approved by the Director-General (e.g. study assistance and accommodation) under section 66(4) of the *Hospital and Health Boards Act 2011* will be subject to review and confirmation by the Director-General within three months of the date of certification.

30.11. To assist medical physicists with gaining ACPSEM registration (where relevant) and Queensland Health facilities with obtaining ACPSEM training accreditation status, Queensland Health will fund two medical physicist training positions classified at level HP6 on a temporary basis for three years. Recruitment to these positions will occur within three months of the date of certification.

31. Radiation Therapy Development Allowance for HP3 Radiation Oncology Medical Physicists

31.1. HP3 Radiation Oncology Medical Physicists will receive the radiation therapy development allowance provided at clause 13.4 of the *Health Practitioners and Dental Officers (Queensland Health) Award – State 2015*.

32. Rural and Remote Allowance for Health Practitioners

32.1. Health practitioners permanently located in the eligible locations and facilities identified in HR Policy C15 Allowances will be paid a rural allowance as follows:

Category	From 17 October 2019	From 17 October 2021	From 17 April 2022
Category A	$66.24	$67.90	$69.60
Category B	$110.38	$113.14	$115.97

32.2. The allowance is not an all purpose allowance. The allowance shall be paid on recreation leave, sick leave, long service leave or on any other leave on full salary. It shall not be paid on periods of leave without salary.

32.3. The allowance will be paid on a *pro rata* basis to part-time and casual health practitioners.

32.4. Health practitioners who currently receive the rural and remote allowance will continue to receive an amount at least equal to the current amount for their current category despite any changes to eligible Hospital and Health Service or facilities or categories for the life of this Agreement.

33. Rural and Remote Incentive Scheme Review

33.1. Over the life of the Agreement, the parties agree to undertake a Rural and Remote Incentive Scheme Review

to provide for a review of incentives for rural and remote health practitioners. The review will:

(a) Revise the definitions of Category A and B locations considering the use of the Modified Monash Model as a tool for classifying sites as rural and remote as they apply to the clause 32 rural and remote allowance and clause 64 professional development allowance for health practitioners.

(b) Ensure that the total incentives and allowances package for health practitioners based in remote Category B locations is similar to the nursing stream and aligned outcomes of the Rural and Remote Incentive Scheme Review that will be implemented within the life of the *Nurses and Midwives (Queensland Health and Department of Education) Certified Agreement (EB10) 2018*.

(c) Discretionary attraction and retention incentives payable under clause 27 are inclusive of the total incentives and allowances payable under this clause.

(d) Include a review of the rural and remote allowance for health practitioners in Category A and B locations.

33.2. The review will produce recommendations that are fit for purpose and are efficient and sustainable for health services to implement and administer.

33.3. Implementation of the review outcome is to occur within two years of certification of the Agreement.

34. Locality Allowance for Clinical Assistants

34.1. The Public Service Directive 16/18 Locality Allowance applies to clinical assistants working on Mornington Island, Palm Island and the Torres Strait Islands classified at CA5 and below.

34.2. Those eligible clinical assistants working on Boigu Island are to receive the applicable Directive 16/18 rate payable for Badu Island.

34.3. Those eligible clinical assistants working on Horn Island are to receive the applicable Directive 16/18 rate payable for Thursday Island.

35. Rural Incentive Scheme for Dental Officers

35.1. The rural incentive package applies to all full-time and part-time dental officers and dental specialists working in an eligible rural and remote area, as detailed in HR Policy C62 Dental – Rural Incentives.

35.2. The applicable rates are:

(a) Zone 1 – 7.5% allowance of employee's base salary.

(b) Zone 2 – 15% allowance of employee's base salary.

(c) Zone 3 – 30% allowance of employee's base salary.

36. Recruitment Outcomes

36.1. 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 4 – EMPLOYMENT CONDITIONS

37. Uniform and Laundry Allowance

37.1. The parties agree in principle that employees not required to wear uniforms should not be entitled to uniform or laundry allowances.

37.2. The HPDOCG may consider whether, having regard to the merits of the case, it is reasonable for an identified group who is not required to wear uniforms to be paid a uniform or laundry allowance.

38. Access to Computers

38.1. 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.

39. Parental Leave

39.1. 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.

40. Domestic and Family Violence

40.1. 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.

40.2. 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.

40.3. 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*.

40.4. 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.

40.5. The employer will continue to promote its commitment to supporting victims of domestic and family violence via the employee orientation and promote the 'Recognise, Respond, Refer' domestic and family violence online training.

40.6. Support for employees affected by domestic and family violence is provided for in the Public Service Commission Directive 03/20 Support for Employees Affected by Domestic and Family Violence.

40.7. 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.

40.8. 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*.

40.9. 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.

41. Recreation Leave - Half-Pay

41.1. 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.

41.2. 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.

42. Purchased Leave

42.1. 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.

42.2. 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.

43. Long Service Leave

43.1. 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 which may be taken at half pay at any one time is one week's leave.

43.2. 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.

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

Date	Entitlement
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.

44. Cultural Leave

44.1. 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. The entitlement will be administered in accordance with section 51 of the *Industrial Relations Act 2016*.

45. Bereavement Leave for Aboriginal and/or Torres Strait Islander Employees

45.1. 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/or Torres Strait Islander employees.

46. Radiation Professionals Leave

46.1. An additional one week's recreation leave to a total of five weeks' recreation leave each year will be provided to all:

(a) Radiographers;

(b) Radiation Therapists;

(c) Medical Imaging Technologists;

(d) Nuclear Medicine Technologists;

(e) Breast Imaging Radiographers (including Breast Screen Queensland);

(f) Radiographers/Sonographers;

(g) Physicists, including Radiation Oncology Medical Physicists, Nuclear Medical Physicists, Radiology Medical Physicists, and Health Physicists; and

(h) Radio Chemists.

46.2. No leave loading is payable on the additional week's leave. Accordingly, four weeks' leave loading will be distributed over the five weeks of recreation leave entitlement.

47. Public Service Directive 05/17 Special Leave

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

48. Health Practitioners in Multi-Disciplinary Teams

48.1. Health practitioners working in multi-disciplinary teams in a role that could be occupied by either a health practitioner or a nurse will be paid the higher rate of pay applicable to the role.

48.2. A health practitioner working in one of these roles will remain classified as a health practitioner, retain the title of their health practitioner discipline as appropriate and retain all other conditions applicable to health practitioners employed by the employer.

48.3. To support the implementation of this clause a process will be developed and all effected roles will be identified.

49. Display of Rosters

49.1. All employees shall be provided with a roster prescribing their pattern of work. The roster shall be published at least 14 days in advance of each roster cycle. The roster will be made available electronically, or where not possible, displayed in a convenient place accessible by all employees.

50. Application of Existing Preserved Conditions and Directives

50.1. This clause applies to employees engaged prior to 1 March 1993 who:

(a) were subject to the provisions of, or received the benefits of, the *Public Service Management and Employment Act 1988* and Regulations (now prescribed in the *Public Service Act 2008*) and as such received the benefits of the terms and conditions prescribed by the *Public Service Act 2008* and Regulations; or

(b) by Award or administrative prescription, received the benefits of all or part of the provisions as contained in the *Public Service Act 2008* and Regulations.

50.2. Such employees will continue to be entitled to receive the following terms and conditions of employment of the Directives and Award specified below:

(a) Leave and travel concessions - isolated centres;

(b) Locality allowance;

(c) Recreation leave (annual leave entitlement for officers headquartered in the Northern and Western Region);

(d) Salary determinations for overtime as prescribed in clause 6.4 of the *Queensland Public Service Award - State 2003*; and

(e) Special leave (discretionary leave as prescribed in clause 8 of Public Service Directive 9/13).

51. Social Work and Psychology Treatment Rooms

51.1. The parties agree that where situations arise where there is a need for social workers and psychologists to conduct private conversations with patients, families and others within the hospital environment, in a supportive, discreet and safe manner, social workers and psychologists will be provided with sufficient and appropriate work spaces. Such spaces will also be considered in the planning of new facilities or redevelopment of existing facilities.

51.2. The parties acknowledge that ideally, facilities are available to enable these conversations as close as possible to the clinical area involved, but also that such proximity may not be feasible in all locations.

51.3. Where required there will be genuine collaboration to ensure appropriate work places are provided.

52. Health Practitioners' Workspaces

52.1. Health practitioners will be provided with sufficient and appropriate workspaces.

52.2. Queensland Health acknowledges that patients are to be assessed and treated in spaces that are appropriate to the treatment of the patient. Such clinical spaces will be appropriate to the work conducted, including access to appropriate equipment.

52.3. Where required there will be genuine collaboration to ensure appropriate workspaces are provided.

PART 5 - CLINICAL ASSISTANTS

53. Clinical Assistants Advancement Scheme

53.1. Queensland Health will introduce an ongoing progression scheme for clinical assistants. This will be known as the clinical assistant advancement scheme, commencing on 17 October 2020 and continuing for the life of the Agreement.

53.2. The clinical assistant stream will contain an advancement band of two paypoints, CA3-A1 and CA3-A2 equivalent in salary to CA4.1 and CA4.2 respectively.

53.3. CA3-A1 and CA3-A2 paypoints do not attract payments payment of the vocational education and training incentive in clause 69.

53.4. Initial advancement to CA3-A1 will require that a clinical assistant has as at 17 October 2020:

(a) been employed at paypoint CA3.4 for a minimum of four years; and

(b) possesses a Certificate IV (or higher) relevant to their role.

53.5. Clinical assistants who do not qualify for initial advancement on 17 October 2020 become eligible for advancement at the subsequent date at which they have met the criteria in clause 53.4.

53.6. Following 12 months at paypoint CA3-A1, clinical assistants will automatically progress to paypoint CA3-A2.

54. Paypoint Arrangements for CA3 Advanced Employees Appointed to CA4

54.1. A clinical assistant who has advanced to classification levels CA3-A1 or CA3-A2 and is subsequently appointed through a recruitment process or performs higher duties in a role at classification level CA4 will be allocated to a paypoint in the CA4 classification level that is the next highest level to that which the employee was paid under the CA3 classification level.

55. Allowances

55.1. The following allowances will be increased by 2.5% per annum from 17 October 2019, 17 October 2021 and 17 April 2022:

Allowance	Authority	Payment rate	From 17 October 2019	From 17 October 2021	From 17 April 2022
Coronial autopsy allowance	HR Policy C15 Allowances	Per instance	$34.40	$35.26	$36.14
Coronial autopsy allowance – Health Support Queensland	HR Policy C15 Allowances	Weekly	$214.97	$220.34	$225.85
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 HHSGE 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 HHSGE Award	Fortnightly	$11.21	$11.49	$11.78
Uniforms allowance - subsequent years	Clause 30 of the HHSGE Award	Fortnightly	$5.57	$5.71	$5.85
X-ray allowance	HR Policy C15 Allowances	Weekly	$11.87	$12.17	$12.47

56. No Loss of Show Day

56.1. Where a clinical assistant 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 clinical assistant will be given a day off in lieu.

Example: Sam's usual place of work is at the Royal Brisbane and Womens Hospital. On 21 August Sam 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.

57. Rostering of Accrued Days Off

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

58. Accrued Days Off

58.1. 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 clinical assistants.

58.2. The parties also agree that any vote to remove accrued days off arrangements shall be limited to permanent clinical assistants.

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

59. Aged Based Recruitment

59.1. Clinical assistants aged 18 years of age and over will commence no lower than the CA2 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 clinical assistants to permanent employment provisions in clause 96 of this Agreement. Those provisions relate to the commitment of the Queensland Government to maximise permanent employment.

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

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

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

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

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

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

61. Higher Duties

61.1. Clinical assistants (including CA2 employees) acting in higher duties in respect to supervisory roles in the classifications of CA3 to CA6 will be entitled to higher duties if undertaking the role for more than four hours in any one day.

62. Recognition of Higher Duties Service for Increment Purposes

62.1. For clinical assistants, 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.

PART 6 – REGISTRATION, TRAINING AND DEVELOPMENT

63. Registration and Licensing Fees

63.1. Employees who are required to hold a licence under the *Radiation Safety Act 1999* to operate equipment are entitled to have their licence fees paid by the employer.

63.2. Health practitioners and dental officers who are required as part of their employment to hold dual registrations (including, but not limited to, Sonographers and Dental Prosthetists) are entitled to have their costs for their second registration paid by the employer.

64. Professional Development Allowance for Health Practitioners and Dental Officers

64.1. Permanent health practitioners and dental officers are entitled to the following professional development allowance:

Category	From 17 October 2019	From 17 October 2021	From 17 April 2022
Category A	$2,320	$2,378	$2,437
Category B	$2,900	$2,973	$3,047
All other employees	$1,738	$1,781	$1,826

*As identified in HR Policy C42 Health Practitioners and Dental Officers – Professional Development Allowance and Leave.

64.2. The professional development allowance will be paid directly into the health practitioners and dental officers fortnightly salary as part of normal salary and included in gross earnings before tax. Payment is made during periods of paid leave, but is not to be included when calculating leave loading, penalty rates or overtime. The allowance is not included for the calculation of superannuation.

64.3. Permanent part-time health practitioners and dental officers working at least 15.2 hours per fortnight are entitled to professional development allowance on a *pro rata* basis.

64.4. Effective from 14 September 2015, temporary health practitioners and dental officers with greater than 12 months' continuous service are eligible for the professional development allowance at clause 64.1.

64.5. Health practitioners and dental officers who receive the professional development allowance will continue to receive an amount at least equal to the current amount for their current category despite any future changes to categories for the life of this Agreement.

65. Professional Development Leave for Health Practitioners and Dental Officers

65.1. Permanent health practitioners and dental officers are entitled to three days' professional development leave per annum to attend professional development sessions. Professional development leave will accrue for up to two years.

65.2. In addition to the professional development leave, reasonable travel time associated with accessing the professional development leave will be treated as paid work time (rostered hours) on the basis of no more than eight hours single time for each day of travel.

65.3. Permanent part-time health practitioners and dental officers working at least 15.2 hours per fortnight are entitled to professional development leave on a *pro rata* basis.

65.4. Effective from date of certification temporary health practitioners and dental officers with greater than six months' continuous service are eligible for professional development leave, with the employer to meet reasonable professional development activity costs.

65.5. 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.

66. Continuity of Service for Professional Development Allowance and Leave

66.1. For the purpose of eligibility for the professional development allowance and leave provided at clauses 64 and 65, continuous service is not broken so long as there is no period of more than three months between permanent or temporary engagement including where the health practitioner or dental officer:

(a) Is on a period of casual employment;

(b) Is not employed by Queensland Health.

66.2. Continuous service is not broken in circumstances where a health practitioner or dental officer moves between streams or takes on a period of temporary employment within any stream.

66.3. When a health practitioner or dental officer moves temporarily to a classification stream other than the health practitioner or dental officer stream, their professional development leave entitlement will be held in reserve in accordance with HR Policy C42 Health Practitioners and Dental Officers – Professional Development Allowance and Leave for a two year period. Such employees will not accrue nor have access to professional development leave entitlement until they return to their respective health practitioner or dental officer stream.

67. Clinical Assistants Education and Training

67.1. The parties are committed to the training and development opportunities for clinical assistants. To meet this commitment, the employer will implement the Clinical Assistants Training Fund as well as the vocational education and training incentive.

67.2. The parties acknowledge that applicable clinical assistans 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).

68. Clinical Assistants Training Fund

68.1. The Department of Health and Hospital and Health Services commit to the creation of the training fund for CA2 to CA5 staff. The funds will be available for the Department of Health and Hospital and Health Services to be able to support CA2 to CA5 employees to attain an Australian Qualification Framework (AQF) certificate relevant to their role.

68.2. 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.

68.3. The number of eligible employees will be 100 places per year (totalling 300 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.

68.4. The HPDOCG will receive reports monthly about progress of the application of the fund.

69. Vocational Education and Training Incentive for Clinical Assistants

69.1. The vocational education and training incentive acknowledges and recognises clinical assistants from CA2 to CA5 who obtain relevant vocational education and training qualification(s), thus providing a skilled workforce and improved service delivery. The vocational education and training qualification is to be relevant to the clinical assistant's current position, and includes eligible qualifications that are mandatory for appointment to the role.

69.2. A set of principles identifying which qualifications and equivalent credentials are relevant for the purposes of the vocational education and training incentive, including examples, will be developed in a new HR policy by the HPDOCG.

69.3. Eligible qualifications and classification levels:

(a) A **level 1 qualification**, which is applicable to employees classified at CA2 and CA3 levels, is an AQF Certificate III.

(b) A **level 2 qualification**, which is applicable to employees classified at CA2 to CA5 levels, is an AQF Certificate IV, or relevant higher level qualification.

69.4. Accelerated paypoint advancement:

(a) A clinical assistant who is not at the maximum paypoint of their classification and who obtains a level 1 or level 2 qualification, will be advanced by one paypoint from the date the qualification is accepted by the employer but will retain their existing increment date.

69.5. Vocational education and training incentive allowance:

(a) A clinical assistant who has been at the maximum paypoint of their classification for 12 months and who has obtained a level 1 or level 2 qualification, will be entitled to receive the vocational education and training incentive allowance.

(i) The level 1 qualification allowance (for CA2 and CA3 employees) is calculated on the basis of 2.5% of CA3.4.

(ii) The level 2 qualification allowance (for CA2 to CA5 employees) is calculated on the basis of 4.0% of CA3.4.

(b) The vocational education and training incentive allowance is an all-purpose allowance.

(c) As a transitionary arrangement only, clinical assistants who at the date of certification of the Agreement hold an eligible relevant qualification, but who have not yet served 12 months at the top paypoint, will become eligible for payment of the applicable vocational education and training incentive allowance at this date.

69.6. The vocational education and training incentive allowance is payable as follows:

(a) A clinical assistant who qualifies for an allowance under clause 69.4(a) is entitled to receive the relevant allowance from the date the approved application is submitted, but no earlier than the date the clinical assistant reached 12 months at the maximum paypoint.

(b) Casual and part-time clinical assistants are required to have either 12 months' service or 1,200 hours, whichever is the greater, consistent with Award provisions relating to part-time and casual increments. Where there is a change to the Award regarding service requirements for part-time and casual increments, the Award provisions will prevail where it provides a greater entitlement.

69.7. Entitlement upon higher duties or promotion:

(a) When a clinical assistant who is in receipt of a vocational education and training incentive incremental advancement or the allowance subsequently undertakes higher duties or is promoted to either CA3, CA4 or CA5 level, the employee becomes eligible for the incremental advancement (one pay point) at the higher classification level, on condition the qualification remains relevant to the higher level position. The incremental advancement is payable irrespective of whether the employee is in receipt of the allowance at their lower classification level.

(b) A clinical assistant who is in receipt of a vocational education and training incentive incremental advancement or the allowance subsequently undertakes higher duties or is promoted to either CA3, CA4 or CA5 level becomes eligible to access the vocational education and training incentive allowance once they have served 12 months at the top paypoint of the higher level.

(c) Clinical assistants who are in receipt of the vocational education and training incentive are not entitled to the vocational education and training incentive when relieving in or promoted to positions classified at CA6 and above. These employees are to resume payment of the vocational education and training incentive when they revert to a position at the lower classification level.

69.8. Entitlement where more than one qualification:

(a) A clinical assistant who has advanced a paypoint under the above provisions is not eligible for any further advancement.

(b) An clinical assistant at CA2 or CA3 level who holds a level 1 qualification and subsequently obtains an eligible level 2 qualification, may apply for recognition of the level 2 vocational education and training incentive allowance in lieu of the level 1 vocational education and training incentive allowance, thus changing the employee’s entitlement from the 2.5% to the 4% incentive.

(c) Only one vocational education and training incentive allowance is to be paid at any one time.

69.9. Qualifications no longer relevant:

(a) When a clinical assistant's qualification is no longer relevant to their current position, any allowance payable under the above provisions will cease from the date the employer formally advises the clinical of such situation in writing.

70. Workplace Assessors – Clinical Assistants

70.1. Clinical assistants that are not eligible to receive the vocational education and training incentive, 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 clinical assistant becomes eligible to receive the vocational education and training incentive.

71. Student Clinical Education Allowance for Health Practitioners and Dental Officers

71.1. A student clinical education allowance in accordance with clause 71.1(c) (up to a maximum of 10 days allowance per fortnight) will be paid to health practitioners or dental officers who:

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

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

(i) Anaesthetic Technicians;

(ii) Audiology;

(iii) Clinical Measurement Scientists;

(iv) Dentistry;

(v) Exercise Physiologists;

(vi) Genetic Counsellors;

(vii) Nuclear Medicine, Radiography, Radiation Therapy, Breast Imaging Radiography (including Breast Screen Queensland);

(viii) Nutrition and Dietetics;

(ix) Orthotics/Prosthetics;

(x) Occupational Therapy;

(xi) Orthoptists;

(xii) Leisure Therapists;

(xiii) Music Therapists;

(xiv) Pharmacy;

(xv) Physiotherapy;

(xvi) Podiatry;

(xvii) Psychology (excluding supervision of Queensland Health employees working as provisionally registered Psychologists);

(xviii) Rehabilitation Engineers;

(xix) Speech Pathology;

(xx) Social Work;

(xxi) Sonography;

(xxii) Welfare Officers.

(c)

	From 17 October 2019	From 17 October 2021	From 17 April 2022
Per day up to a maximum of 10 days allowance per fortnight	$11.04	$11.32	$11.60

71.2. Only one employee can receive the student clinical education allowance for providing clinical education for any one student each day. This employee would be the designated educator for that day in accordance with clause 71(a).

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

71.4. Health practitioners or dental officers who are employed as clinical educators, or who provide clinical education for students who are employees of the employer are not eligible for the student clinical education allowance.

71.5. The eligibility criteria for payment of the student clinical education allowance in clause 71.1(b) may be adjusted during the period of the Agreement with the approval of the Director-General or authorised delegate on advice from the Allied Health Professions Office of Queensland and the HPDOCG.

72. Paypoint for Health Practitioners with Provisional Registration

72.1. Health practitioners with provisional registration with the Australian Health Practitioner Regulation Authority (AHPRA) will commence at paypoint HP3.0.

72.2. Health practitioners will progress to paypoint HP3.1 upon obtaining general registration with AHPRA.

72.3. Implementation of this change will take effect only for those provisionally registered health practitioners who are appointed following certification of HPDO3. It will not impact any provisionally registered health practitioners currently employed with Queensland Health.

72.4. The parties agree to vary the *Health Practitioners and Dental Officers (Queensland Health) Award – State 2015* to this effect.

PART 7 –CLASSIFICATION STRUCTURES

73. Health Practitioner Disciplines and Professions

73.1. The health practitioner classification structure includes the list of eligible health practitioner disciplines and professions listed in schedule 2 of the *Health Practitioners and Dental Officers (Queensland Health) Award – State 2015* and schedule 3 of this Agreement.

73.2. The list of eligible disciplines and professions may be added to during the period of the Agreement with the approval of the Director-General or authorised delegate on advice from the Allied Health Professions Office of Queensland and the HPDOCG.

73.3. Where this occurs during the life of the Agreement, the parties agree to vary the Award to include new eligible disciplines.

74. Clinical Assistant Roles

74.1. The clinical assistant classification structure includes the list of eligible roles included in schedule 5 of this Agreement.

74.2. The list of eligible roles may be added to during the period of the Agreement with the approval of the Director-General or authorised delegate on advice from the Allied Health Professions Office of Queensland and/or the Office of the Chief Dental Officer, and the HPDOCG.

74.3. Where this occurs during the life of the Agreement, the parties agree to vary the Award include new eligible

roles.

75. Clinical Assistant Job Evaluation

75.1. Clinical assistant roles will be evaluated using the JEMs methodology. Within 12 months of certification, level statements based on those in the Operational Services Manual will be developed to reflect the new clinical assistant stream. Further examination of the appropriate methodology will occur by review.

76. Health Practitioner Job Evaluation

76.1. Classification levels for health practitioner roles are determined in accordance with HR Policy B68 Job Evaluation – Health Practitioner Positions, using the work level statements (WLS) contained in schedule 4, the work level evaluation manual and the health practitioner work level evaluation methodology. Changes to the WLS, manual and methodology will be by agreement of the parties.

76.2. The health practitioner classification evaluation process will apply where:

(a) a new position is created; or

(b) if there is a substantial change in the role and the work value of an existing position which warrants a work level evaluation.

76.3. Applications for evaluations may be made by a health practitioner or work unit.

76.4. Applications for evaluations must be made to the responsible officer as determined by the employer and must include the following details:

(a) the relationship of the health practitioner position within the organisational structure;

(b) the role description, or proposed role description, with details of additional duties and responsibilities if applicable; and

(c) the benefits of the position to service delivery.

77. Centralised Health Practitioner Job Evaluations

77.1. The parties agree that Queensland Health will establish a centralised health practitioner job evaluation function and process, for the evaluation of all health practitioner positions from level HP6 to level HP8.

77.2. This function will be established within three months of the date of certification.

77.3. Evaluations for positions at level HP1 to level HP5 will continue to be conducted by the Hospital and Health Services and Divisions in accordance with HR Policy B68 Job Evaluation – Health Practitioner Positions.

77.4. Hospital and Health Services and Divisions will have discretion to refer evaluations for positions from HP1 to HP5 to the centralised health practitioner evaluation function where desired.

78. Evaluation of Health Practitioner Roles

78.1. HR Policy B68 Job Evaluation – Health Practitioner Positions contains the process to be followed for the evaluation of health practitioner roles.

78.2. In accordance with HR Policy 68, the appointed health practitioner job evaluators will;

(a) consider the application;

(b) conduct an evaluation using the health practitioner work level evaluation manual and work level statements;

(c) make a recommendation of the appropriate classification level for that position;

(d) Report the recommended classification level for health practitioner positions to the incumbent (where applicable), and work unit manager.

78.3. For level HP6 to level HP8 the Health Service Chief Executive (or delegate) will also be informed of the outcome.

78.4. Roles evaluated at the HP8 level must be approved by the Director-General. The HP8 pay points are not incremental. The Director-General will determine the pay point for all HP8 roles prior to the role being advertised.

79. Implementation of Health Practitioner Classification Level

79.1. The employer will implement the approved health practitioner classification levels.

79.2. The operative date of a new classification level will be the date the evaluation is completed, provided this date can be no later than two months after the application for reclassification was received.

79.3. Appointment of existing health practitioners to reclassified positions may include direct appointment in accordance with HR Policy B1 Recruitment and Selection.

79.4. Disputes will be managed in accordance with the dispute resolution process at clause 13.

PART 8 – PROJECTS, REVIEWS AND ORGANISATIONAL IMPROVEMENT

80. Research Package for Health Practitioners

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

80.2. The research package implemented in *Health Practitioners (Queensland Health) Certified Agreement (No.1) 2007* will continue to provide research funds of $300,000 per annum (in addition to the current allied health research funding of $100,000 per annum) and the equivalent of 15 FTE research positions which have been allocated recurrently to the HHSs.

80.3. Recurrent funding of $200,000 per year will be provided to establish and maintain mentoring and support from senior research consultants for novice and experienced researchers in rural and remote locations to build research capacity and activity.

80.4. The research funds will be managed by the Allied Health Professions Office of Queensland on behalf of all health practitioner professions and disciplines covered by this Agreement.

80.5. Outcomes of the research package will continue to be monitored and reported annually.

81. Allied Health Rural Generalist Pathway

81.1. The Allied Health Rural Generalist Pathway supports early career allied health professionals to complete a training pathway that includes recognised post-graduate education in rural generalist practice.

81.2. Training packages of up to $30,000 per package will be distributed to HHSs to support an agreed number of designated rural generalist training positions meeting the following criteria:

(a) position base location is Category A or Category B as defined in HR Policy C15 Allowances,

(b) one of the following professions:

(i) Medical Imaging (Radiography and/or Sonography);

(ii) Nutrition and Dietetics;

(iii) Occupational Therapy;

(iv) Pharmacy;

(v) Physiotherapy;

(vi) Podiatry;

(vii) Psychology;

(viii) Social Work;

(ix) Speech Pathology.

(c) a minimum of 0.1 FTE is allocated to formal education and work-based training that is supported by a profession-specific supervisor and includes contributions to a service development project in the work unit.

81.3. Recurrent funding of $333,333 per annum will be provided for the training packages and will be managed by the Allied Health Professions' Office of Queensland.

81.4. The outcomes of the Allied Health Rural Generalist Pathway will be monitored and reported annually.

82. Clinical Education Management Initiative for Health Practitioners

82.1. Clinical education management funding equivalent to funding for 164 FTE at level HP3.5 will be provided over the life of the Agreement.

82.2. The clinical education management funding allocations are based on a combination of health practitioner numbers, current and anticipated student placement numbers and impact, anticipated new graduate and junior staff support requirements and negotiations.

82.3. The continued implementation of clinical education management funding will be monitored by the HPDOCG on advice from the relevant Hospital and Health Service.

82.4. Queensland Health commits to an additional Sonography clinical education position classified at level HP5. Recruitment to this position will occur within three months of the date of certification.

83. Workforce Planning and Analysis Framework for Health Practitioners

83.1. The parties will develop a workforce planning and analysis framework for health practitioners in the first 12 months of the Agreement that will:

(a) acknowledge that time for clinical care, professional practice accountabilities including but not limited to professional supervision, teaching, training and quality improvement and research is a requirement when allocating health practitioner resources for services;

(b) include in the calculation of annual operating budgets and allocation of health practitioner resources for services:

(i) consideration of the service profile and skill mix of health practitioner hours required to provide safe patient care;

(ii) calculate health practitioner hours based on time allocated to professional practice accountability and direct clinical time for clinical roles;

(iii) include in the calculation of health practitioner hours Award entitlements; and

(iv) provide that health practitioners HP5 and above in clinical positions will have at least 20% of rostered hours allocated away from direct clinical duties to support them to work to their full scope of practice including participation in research and education activities.

84. Reviews

84.1. 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.

84.2. The parties agree to undertake reviews by way of working groups established through the HPDOCG into the following matters:

(a) Best practice rostering guidelines for health practitioners, dental officers and clinical assistants, that include reference to Queensland Health's Fatigue Resource Management System (FRMS) will be developed between the third month and twelfth months of certification.

(b) Examine the hours of work provisions and their application in relation to accessing accrued days off (ADOs) for health practitioners.

(c) Establishment of a process to consider compassionate transfers (within 12 months after certification).

(d) The Workforce Workload Management Kit supporting documents (within 12 months after certification), with training to be promoted to all employees and be available online.

(e) Commence the creation of a library of standard titles, role descriptions and classification levels that could be recognised as benchmarks, which will be accessible to all employees.

(f) Review of the list of eligible health practitioner disciplines and professions contained in schedule 2 of the *Health Practitioners and Dental Officers (Queensland Health) Award – State 2015* and schedule 3 of this Agreement for currency.

(g) Review of musculoskeletal injuries, their cause, management and prevention during the life of the Agreement.

(h) Review HR Policies C29 Mental Health Allowance and C30 Environmental Allowance – Mental Health High Security and Secure Mental Health Rehabilitation Units to include current locations.

(i) Review the term 'two consecutive rostered days off' as contained in clause 15.1 of the *Health Practitioners and Dental Officers (Queensland Health) Award - State 2015*, within six months of certification of this Agreement. Any recommendations from the working group will be provided to HPDOCG.

PART 9 – INDUSTRIAL RELATIONS MATTERS AND CONSULTATION

85. Collective Industrial Relations

85.1. The employer is committed to collective agreements with unions and does not support non–union agreements.

85.2. 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.

85.3. 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.

85.4. Additional arrangements regarding union encouragement are contained in HR Policy F4 Union Encouragement as listed in schedule 2 of this Agreement.

85.5. 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.

85.6. 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.

86. Commitment to Consultation

86.1. 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.

86.2. 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.

86.3. “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).

86.4. "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].

86.5. 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.

87. Health Consultative Forums

87.1. 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.

87.2. 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.

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

(a) serious incidents;

(b) risk register;

(c) strategies to minimise workplace health and safety risks; and

(d) workplace health and safety training.

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

87.5. 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; and

(g) Review date (if known).

88. Reporting

88.1. Queensland Health will provide electronic reports on a quarterly basis to relevant unions detailing:

Report	Detail
Employment by type • Permanent employees • Temporary employees • Casual employees • New starters	• Name • Job title • Stream Employed • Work location • Work email • When commenced employment • Reasons for the employee's engagement (temporary employees only)
Permanent positions not filled with: • One month for base grade vacancies; or • Three months for non-base grade vacancies	• Job title • Work location
Resignations	• Job title • Work location • Date of separation
Equal Employment Opportunity reporting • Non English-speaking background employees • Aboriginal and Torres Strait Islander employees • Employees with disabilities	• Stream employed • Number of employees (FTE) • Percentage by stream

88.2. 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*.

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

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

89. Union Briefing

89.1. Queensland Health-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.

90. Whole of Government Commitments

90.1. 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.

90.2. 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.

PART 10 – ORGANISATIONAL CHANGE AND RESTRUCTURING

91. Organisational Change and Restructuring

91.1. 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.

91.2. 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.

91.3. 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.

91.4. All significant organisational change and/or restructuring that will impact on the workforce (e.g. job reductions, deployment to new locations, major alterations to current service delivery arrangements) will be subject to the employer establishing such benefits in a business case which will be tabled for the purposes of consultation at the HCF (or equivalent). A business case is not required for minor changes or minor restructuring.

91.5. There will be no downgrading of positions during the life of the agreement other than through organisational change processes.

91.6. 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 HPDOCG for resolution.

91.7. The employer commits to provide a just transition for workers who will be impacted by 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.

91.8. 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.

91.9. 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.

91.10. 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.

91.11. 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.

91.12. 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.

91.13. 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.

91.14. In addition, any changes to hours of operation will be subject to consultation.

91.15. 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.

92. Replacement of Existing Staff

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

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

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

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

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

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

PART 11 - WORKLOAD MANAGEMENT

93. Workload Management

93.1. 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.

93.2. 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.

93.3. Management will actively balance the reasonable workload of staff and the effective and efficient delivery of health services.

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

93.5. The parties agree to use the Workforce Workload Management Kit developed during the life of HPDO2 to raise, investigate, resolve and monitor workload concerns.

93.6. The parties will also work collaboratively to review the workload management supporting documents during the first 12 months of the Agreement.

93.7. The parties further agree that a sub-committee of the HPDOCG will be established to address issues of workload management of a statewide nature and/or workload management issues that cannot be resolved at a local level.

93.8. The HCF (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 HPDOCG for consideration and resolution.

93.9. Best practice models for workload management identified through these processes will be promulgated through the employer's facilities.

PART 12 – EMPLOYMENT SECURITY AND CONTRACTING

94. Employment Security

94.1. 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.

94.2. 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.

94.3. 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.

94.4. Volunteers, other unpaid persons or trainees will not be used to fill funded vacant positions.

94.5. Queensland Health is the preferred providers of public health services for the Government and the community.

94.6. 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 HPDOCG for attention.

94.7. The employer acknowledges that long term casual employees have rights to unfair dismissal entitlements in accordance with the provisions of the relevant legislation.

94.8. 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.

95. Permanent Employment

95.1. 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.

95.2. 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.

95.3. 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.

96. Permanent Employment for Long Term Temporary and Casual Employees

96.1. 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.

96.2. 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*.

96.3. 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.

96.4. Queensland Health is committed to the implementation of the conversion of casual employees to permanent employment and temporary to permanent conversion guidance materials.

97. Temporary and Casual Conversion Panel Review Process

97.1. 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.

97.2. 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.

97.3. Within 14 days of receiving the request under clause 97.2, 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.

97.4. 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.

97.5. The purpose of the conference is to attempt to reach consensus on the preliminary decision to convert or not to convert.

97.6. 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.

97.7. 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.

97.8. 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.

97.9. 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.

97.10. 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 HPDOCG on a quarterly basis.

97.11. 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.

98. Additional Permanent Hours for Part-Time Employees

98.1. 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.

98.2. For clinical assistants any agreed permanent increase to an employee's substantive part-time hours is limited to a maximum of 64 hours per fortnight, or full-time.

99. Contracting Out

99.1. 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.

99.2. There will be no contracting out, outsourcing or leasing of clinical assistant services currently provided by the clinical assistants engaged and covered under the clinical assistant stream during the life of the Agreement.

99.3. For the health practitioner and dental officer 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.

99.4. 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 HPDOCG, provided that such agreement will not unreasonably be withheld.

99.5. 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.

99.6. 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 HPDOCG in cases where any delay would cause immediate risks to patients and/or detriment to the delivery of public health services to the Queensland public.

(b) In all cases information must be provided to the next HPDOCG meeting for review in relation to these cases and to assist in determining strategies to resolve any issues that arise. These circumstances would include:

(i) in the event of critical shortages of skilled staff; or

(ii) extraordinary or unforeseen circumstances.

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

100. Contracting In

100.1. 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.

100.2. 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.

100.3. 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.

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

100.5. Special consideration will be given in circumstances where appropriate deployees are available to provide a service. In these cases, latitude will exist in relation to price competitiveness. This latitude will be quantified and agreed between the parties at the HPDOCG.

100.6. 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.

100.7. In the case of the clinical assistant stream, the parties agree that the following process will be utilised to assist the employers clinical assistant 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.

100.8. 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/s consider that a fair comparison has not been made then the matter should be referred to the HPDOCG for resolution. This must occur in a timely manner.

100.9. 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.

100.10. 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.

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

101. Prime Vendoring

101.1. The parties acknowledge that prime vendoring projects may proceed during the life of this Agreement. However, any prime vendoring projects that may result in job losses must be referred to the HPDOCG for consultation prior to commencement.

101.2. Any dispute arising from this clause will be dealt with in accordance with clause 13 of this Agreement.

102. Colocation

102.1. 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.

102.2. 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 13 - EQUITY AND FLEXIBLE WORKING ARRANGEMENTS

103. No Disadvantage

103.1. No individual employee will be disadvantaged in their average ordinary earnings or overall entitlements and conditions as a result of the introduction of this Agreement.

103.2. Employees who translate to the health practitioner and/or clinical assistant classification structure who have pre-existing agreed arrangements for movement between public service and public sector positions will

retain their pre-transition conditions of employment (grandparented conditions), except as specifically provided for in this Agreement while the employee remains in the substantive position they translate to.

103.3. Once the employee leaves their translated position (including, but not limited to promotion, voluntary transfer at level, higher duties or secondment), those grandparented conditions will cease and the terms and conditions applicable to the position to which they are being appointed will apply.

103.4. Employees with grandparented conditions who leave their substantive position because of higher duties or secondment will resume their grandparented conditions upon return to their translated position.

104. Equity

104.1. 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.

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

104.3. 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.

104.4. 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.

104.5. 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.

105. Flexible Working Arrangements

105.1. 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.

105.2. 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.

105.3. 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.

105.4. 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.

105.5. 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.

105.6. The parties acknowledge that increased flexibility and improvements in working arrangements can further the aims of efficiency, effectiveness and equity.

106. Work/Life Balance and Allocation of Duties

106.1. 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.

106.2. The parties are committed to ensuring that work/life balance policies are promoted. This includes the promotion of transition to retirement initiatives.

106.3. 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.

107. Child Care

107.1. 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.

107.2. 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.

107.3. 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.

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

108. Workplace Behaviour

108.1. The employer recognises that workplace bullying is a serious workplace issue which is not acceptable and must be eliminated.

108.2. 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.

108.3. The employer recognises that adverse behaviours such as these are serious workplace issues, which are not acceptable and must be eliminated from the workplace.

108.4. 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.

108.5. The employer supports the accepted industrial principle that all employees have the right to raise concerns

with their employer about issues of bullying or workplace behaviour without fear of victimisation. Unions may refer instances of alleged victimisation directly to the HPDOCG for attention.

108.6. The parties will review and develop relevant policies during the life of the Agreement.

108.7. The employer is committed to protecting and improving the health and wellbeing of all employees and their immediate family by providing employee assistance.

109. Breastfeeding and Work

109.1. 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.

109.2. 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.

109.3. Workplace facilities should be provided, where practicable, for employees who choose to express breast milk or breast feed their child during work hours.

109.4. 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).

109.5. 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.

109.6. Employees who choose to breastfeed should be supported in that choice and treated with dignity and respect in the workplace.

PART 14 - WORKPLACE HEALTH AND SAFETY

110. Workplace Health and Safety

110.1. 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*.

110.2. 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.

110.3. 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.

110.4. 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.

110.5. 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.

110.6. The employer is committed to the establishment of safety committees in accordance with the *Work Health and Safety Act 2011*.

110.7. Workplace bullying will be a standing agenda item for safety committees.

110.8. The parties commit to working collaboratively to promote and implement the Workplace Health and Saftey Queensland *Work Health and Safety Consultation, Cooperation and Coordination Code of Practice 2011.*

110.9. The parties acknowledge that fatigue management is a health and safety issue and will manage it in accordance with legislative health and safety obligations.

110.10. The parties commit to ensure that appropriate feedback is provided to employees who raise workplace health and safety matters.

111. Client Aggression

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

PART 15 - NO FURTHER CLAIMS

112. No Further Claims

112.1. 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.

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

a) General Rulings and Statements of Policy issued by the Queensland Industrial Relations Commission that provide conditions that are not less favourable than current conditions;

b) decisions, government policy, or directives under the *Hospital and Health Boards Act 2011* or *Public Service Act 2008* where applied through regulation, that provide conditions that are not less favourable than current conditions; and

c) any improvements in conditions that are determined on a whole-of-government basis that provide conditions that are not less favourable than current conditions.

112.3. 'No Further Claims' does not preclude either party from seeking resolution of those discussions in accordance with clause 13 'Prevention and Settlement of Disputes Relating to the Interpretation, Application or Operation of this Agreement'.

SCHEDULE 1 – WAGE RATES

HEALTH PRACTITIONERS WAGE RATES

		Wage rates payable from 17 October 2019				Wage rates payable from 17 October 2021				Wage rates payable from 17 April 2022			
Classification	Pay point	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
HP1	1	$1,998.60	$52,142	$26.2974	$32.3458	$2,048.60	$53,447	$26.9553	$33.1550	$2,099.80	$54,782	$27.6289	$33.9835
	2	$2,057.60	$53,681	$27.0737	$33.3007	$2,109.00	$55,022	$27.7500	$34.1325	$2,161.70	$56,397	$28.4434	$34.9854
	3	$2,117.80	$55,252	$27.8658	$34.2749	$2,170.70	$56,632	$28.5618	$35.1310	$2,225.00	$58,049	$29.2763	$36.0098
	4	$2,180.00	$56,875	$28.6842	$35.2816	$2,234.50	$58,297	$29.4013	$36.1636	$2,290.40	$59,755	$30.1368	$37.0683
	5	$2,241.20	$58,471	$29.4895	$36.2721	$2,297.20	$59,932	$30.2263	$37.1783	$2,354.60	$61,430	$30.9816	$38.1074
	6	$2,302.30	$60,065	$30.2934	$37.2609	$2,359.90	$61,568	$31.0513	$38.1931	$2,418.90	$63,107	$31.8276	$39.1479
	7	$2,364.20	$61,680	$31.1079	$38.2627	$2,423.30	$63,222	$31.8855	$39.2192	$2,483.90	$64,803	$32.6829	$40.2000
HP2	1[1]	$2,434.00	$63,501	$32.0263	$39.3923	$2,494.90	$65,090	$32.8276	$40.3779	$2,557.30	$66,718	$33.6487	$41.3879
	2	$2,588.80	$67,540	$34.0632	$41.8977	$2,653.50	$69,228	$34.9145	$42.9448	$2,719.80	$70,958	$35.7868	$44.0178
	3	$2,711.40	$70,738	$35.6763	$43.8818	$2,779.20	$72,507	$36.5684	$44.9791	$2,848.70	$74,321	$37.4829	$46.1040
	4	$2,836.20	$73,994	$37.3184	$45.9016	$2,907.10	$75,844	$38.2513	$47.0491	$2,979.80	$77,741	$39.2079	$48.2257
	5	$3,006.70	$78,443	$39.5618	$48.6610	$3,081.90	$80,405	$40.5513	$49.8781	$3,158.90	$82,413	$41.5645	$51.1243
	6	$3,202.90	$83,561	$42.1434	$51.8364	$3,283.00	$85,651	$43.1974	$53.1328	$3,365.10	$87,793	$44.2776	$54.4614
	7	$3,282.20	$85,630	$43.1868	$53.1198	$3,364.30	$87,772	$44.2671	$54.4485	$3,448.40	$89,966	$45.3737	$55.8097
	8[2]	$3,381.60	$88,224	$44.4947	$54.7285	$3,466.10	$90,428	$45.6066	$56.0961	$3,552.80	$92,690	$46.7474	$57.4993
HP3	0[3]	$2,588.80	$67,540	$34.0632	$41.8977	$2,653.50	$69,228	$34.9145	$42.9448	$2,719.80	$70,958	$35.7868	$44.0178
	1[4]	$2,836.20	$73,994	$37.3184	$45.9016	$2,907.10	$75,844	$38.2513	$47.0491	$2,979.80	$77,741	$39.2079	$48.2257
	2	$3,006.70	$78,443	$39.5618	$48.6610	$3,081.90	$80,405	$40.5513	$49.8781	$3,158.90	$82,413	$41.5645	$51.1243
	3	$3,202.90	$83,561	$42.1434	$51.8364	$3,283.00	$85,651	$43.1974	$53.1328	$3,365.10	$87,793	$44.2776	$54.4614
	4	$3,327.20	$86,804	$43.7789	$53.8480	$3,410.40	$88,975	$44.8737	$55.1947	$3,495.70	$91,200	$45.9961	$56.5752
	5	$3,476.10	$90,689	$45.7382	$56.2580	$3,563.00	$92,956	$46.8816	$57.6644	$3,652.10	$95,281	$48.0539	$59.1063
	6	$3,624.90	$94,571	$47.6961	$58.6662	$3,715.50	$96,935	$48.8882	$60.1325	$3,808.40	$99,358	$50.1105	$61.6359
	7	$3,805.00	$99,270	$50.0658	$61.5809	$3,900.10	$101,751	$51.3171	$63.1200	$3,997.60	$104,295	$52.6000	$64.6980
	8[5]	$3,923.90	$102,372	$51.6303	$63.5053	$4,022.00	$104,931	$52.9211	$65.0930	$4,122.60	$107,556	$54.2447	$66.7210

Classification	Pay point	Wage rates payable from 17 October 2019 Per fortnight	Per annum	Hourly rate	Casual per hour	Wage rates payable from 17 October 2021 Per fortnight	Per annum	Hourly rate	Casual per hour	Wage rates payable from 17 April 2022 Per fortnight	Per annum	Hourly rate	Casual per hour
HP4	1	$4,197.30	$109,505	$55.2276	$67.9299	$4,302.20	$112,241	$56.6079	$69.6277	$4,409.80	$115,049	$58.0237	$71.3692
	2	$4,284.80	$111,787	$56.3789	$69.3460	$4,391.90	$114,582	$57.7882	$71.0795	$4,501.70	$117,446	$59.2329	$72.8565
	3	$4,396.70	$114,707	$57.8513	$71.1571	$4,506.60	$117,574	$59.2974	$72.9358	$4,619.30	$120,514	$60.7803	$74.7598
	4	$4,516.60	$117,835	$59.4289	$73.0975	$4,629.50	$120,780	$60.9145	$74.9248	$4,745.20	$123,799	$62.4368	$76.7973
HP5	1	$4,748.20	$123,877	$62.4763	$76.8458	$4,866.90	$126,974	$64.0382	$78.7670	$4,988.60	$130,149	$65.6395	$80.7366
	2	$4,954.40	$129,257	$65.1895	$80.1831	$5,078.30	$132,489	$66.8197	$82.1882	$5,205.30	$135,803	$68.4908	$84.2437
HP6	1	$5,290.10	$138,015	$69.6066	$85.6161	$5,422.40	$141,467	$71.3474	$87.7573	$5,558.00	$145,004	$73.1316	$89.9519
	2	$5,476.10	$142,868	$72.0539	$88.6263	$5,613.00	$146,439	$73.8553	$90.8420	$5,753.30	$150,099	$75.7013	$93.1126
HP7	1	$6,026.20	$157,219	$79.2921	$97.5293	$6,176.90	$161,151	$81.2750	$99.9683	$6,331.30	$165,179	$83.3066	$102.4671
	2	$6,458.00	$168,485	$84.9737	$104.5177	$6,619.50	$172,698	$87.0987	$107.1314	$6,785.00	$177,016	$89.2763	$109.8098
HP8	1	$6,692.20	$174,595	$88.0553	$108.3080	$6,859.50	$178,959	$90.2566	$111.0156	$7,031.00	$183,434	$92.5132	$113.7912
	2	$6,973.30	$181,928	$91.7539	$112.8573	$7,147.60	$186,476	$94.0474	$115.6783	$7,326.30	$191,138	$96.3987	$118.5704
	3	$7,290.30	$190,199	$95.9250	$117.9878	$7,472.60	$194,955	$98.3237	$120.9382	$7,659.40	$199,828	$100.7816	$123.9614
	4	$7,855.80	$204,952	$103.3658	$127.1399	$8,052.20	$210,076	$105.9500	$130.3185	$8,253.50	$215,328	$108.5987	$133.5764
	5	$8,185.00	$213,541	$107.6974	$132.4678	$8,389.60	$218,879	$110.3895	$135.7791	$8,599.30	$224,350	$113.1487	$139.1729

Notes:

1. Paypoint HP2.1 is the commencing paypoint for an employee with a relevant qualification of diploma or equivalent (provided the employee is applying that qualification to a relevant position) in accordance with clause 12.6(b)(i) of the *Health Practitioners and Dental Officers (Queensland Health) Award – State 2015* (the Award).
2. Paypoint HP2.8 is available only to those employees classified at TO3 under the *District Health Services Employees' Award - State 2003* on 3 January 2008 in accordance with clause 12.10(a) of the the Award.
3. Paypoint HP3.0 is:
   (a) The commencing paypoint for an employee appointed to a position requiring a minimum three year tertiary qualification of a degree or equivalent in accordance with clause 12.6(b)(ii) of the Award, or
   (b) For employees holding provisional registration with the Australian Health Practitioner Regulation Authority (AHPRA) in accordance with clause 72.1of this Agreement.
4. Paypoint HP3.1 is:
   (a) The commencing paypoint for an employee appointed to a position requiring a minimum four year tertiary qualification of a degree or equivalent in accordance with clause 12.6(b)(iii) of the Award; or
   (b) The commencing paypoint for an employee appointed to a position requiring tertiary courses such as a two year masters' program for registration purposes or entry level into the discipline in accordance of clause 12.6(b)(iv) of the Award.
5. Paypoint HP3.8 is available only to those employees classified at PO3 under the *District Health Services Employees' Award - State 2003* on 3 January 2008 in accordance with clause 12.10(b) of the Award.

DENTAL OFFICERS WAGE RATES

Classification	Pay point	Wage rates payable from 17 October 2019				Wage rates payable from 17 October 2021				Wage rates payable from 17 April 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
L1	1	$4,066.90	$106,103	$53.5118	$65.8195	$4,168.60	$108,756	$54.8500	$67.4655	$4,272.80	$111,474	$56.2211	$69.1520
	2	$4,185.30	$109,191	$55.0697	$67.7357	$4,289.90	$111,920	$56.4461	$69.4287	$4,397.10	$114,717	$57.8566	$71.1636
	3	$4,303.70	$112,280	$56.6276	$69.6519	$4,411.30	$115,088	$58.0434	$71.3934	$4,521.60	$117,965	$59.4947	$73.1785
	4	$4,510.70	$117,681	$59.3513	$73.0021	$4,623.50	$120,624	$60.8355	$74.8277	$4,739.10	$123,640	$62.3566	$76.6986
	5	$4,659.00	$121,550	$61.3026	$75.4022	$4,775.50	$124,589	$62.8355	$77.2877	$4,894.90	$127,704	$64.4066	$79.2201
	6	$4,895.80	$127,728	$64.4184	$79.2346	$5,018.20	$130,921	$66.0289	$81.2155	$5,143.70	$134,195	$67.6803	$83.2468
L2	1	$5,043.60	$131,584	$66.3632	$81.6267	$5,169.70	$134,874	$68.0224	$83.6676	$5,298.90	$138,245	$69.7224	$85.7586
	2	$5,191.60	$135,445	$68.3105	$84.0219	$5,321.40	$138,832	$70.0184	$86.1226	$5,454.40	$142,301	$71.7684	$88.2751
	3	$5,369.30	$140,081	$70.6487	$86.8979	$5,503.50	$143,582	$72.4145	$89.0698	$5,641.10	$147,172	$74.2250	$91.2968
	4	$5,576.50	$145,487	$73.3750	$90.2513	$5,715.90	$149,124	$75.2092	$92.5073	$5,858.80	$152,852	$77.0895	$94.8201
L3	1	$5,783.90	$150,898	$76.1039	$93.6078	$5,928.50	$154,670	$78.0066	$95.9481	$6,076.70	$158,537	$79.9566	$98.3466
	2	$5,961.50	$155,531	$78.4408	$96.4822	$6,110.50	$159,419	$80.4013	$98.8936	$6,263.30	$163,405	$82.4118	$101.3665
L4	1	$6,227.80	$162,479	$81.9447	$100.7920	$6,383.50	$166,541	$83.9934	$103.3119	$6,543.10	$170,705	$86.0934	$105.8949
	2	$6,494.20	$169,429	$85.4500	$105.1035	$6,656.60	$173,666	$87.5868	$107.7318	$6,823.00	$178,007	$89.7763	$110.4248
DS1	1	$6,227.80	$162,479	$81.9447	$100.7920	$6,383.50	$166,541	$83.9934	$103.3119	$6,543.10	$170,705	$86.0934	$105.8949
	2	$6,494.20	$169,429	$85.4500	$105.1035	$6,656.60	$173,666	$87.5868	$107.7318	$6,823.00	$178,007	$89.7763	$110.4248
	3	$6,760.90	$176,387	$88.9592	$109.4198	$6,929.90	$180,796	$91.1829	$112.1550	$7,103.10	$185,315	$93.4618	$114.9580
	4	$7,027.30	$183,337	$92.4645	$113.7313	$7,203.00	$187,921	$94.7763	$116.5748	$7,383.10	$192,620	$97.1461	$119.4897
	5	$7,293.70	$190,287	$95.9697	$118.0427	$7,476.00	$195,044	$98.3684	$120.9931	$7,662.90	$199,920	$100.8276	$124.0179
DS2	1	$7,560.10	$197,238	$99.4750	$122.3543	$7,749.10	$202,168	$101.9618	$125.4130	$7,942.80	$207,222	$104.5105	$128.5479
	2	$7,826.60	$204,190	$102.9816	$126.6674	$8,022.30	$209,296	$105.5566	$129.8346	$8,222.90	$214,530	$108.1961	$133.0812
	3	$8,033.80	$209,596	$105.7079	$130.0207	$8,234.60	$214,835	$108.3500	$133.2705	$8,440.50	$220,207	$111.0592	$136.6028

CLINCAL ASSISTANT WAGE RATES

		Wage rates payable from 17 October 2019				Wage rates payable from 17 October 2021				Wage rates payable from 17 April 2022			
Classification	**Pay point**	**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**
CA1	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
CA2	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
CA3	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
	A1	$2,491.40[1]	$65,000[1]	$32.7816[1]	$40.3214[1]	$2,553.70	$66,624	$33.6013	$41.3296	$2,617.50	$68,289	$34.4408	$42.3622
	A2	$2,548.90[1]	$66,500[1]	$33.5382[1]	$41.2520[1]	$2,612.60	$68,161	$34.3763	$42.2828	$2,677.90	$69,864	$35.2355	$43.3397
CA4	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
CA5	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 17 October 2019				Wage rates payable from 17 October 2021				Wage rates payable from 17 April 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
CA6	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
CA7	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
CA8	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

Notes:

1. These rates are effective from 17 October 2020 for employees eligible for progression in accordance with clause 53 Clinical Assistants Advancement Scheme and clause 54 Paypoint Arrangements for CA3 Advanced Employees Appointed to CA4.

SCHEDULE 2 – PRESERVED HUMAN RESOURCES POLICIES

1. This schedule incorporates employment policies as terms of this Agreement.

2. The relevant policies are as follows:

HR Policy Number	Matter
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
C32	Compulsory Christmas/New Year Closure
C33	*Radiation Safety Act 1999* – Application and Licence Fees – 'Use' Licences
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 – LIST OF ELIGIBLE HEALTH PRACTITIONER DISCIPLINES/PROFESSIONS

The list of eligible health practitioner disciplines and professions are:

(a) Anaesthetic Technicians;

(b) Art Therapists;

(c) Audiologists;

(d) Biomedical Engineers and Technicians;

(e) Breast Imaging Radiographers;

(f) Cardiac Perfusionists;

(g) Chemists and/or Radio-Chemists;

(h) Clinical Measurement Scientists and Technicians;

(i) Clinical Physiologist, including Cardiac, Sleep and Respiratory;

(j) Dental Prosthetists;

(k) Dental Technicians;

(l) Dental Therapists;

(m) Dietitians/Nutritionists;

(n) Environmental Health Officers;

(o) Epidemiologists;

(p) Exercise Physiologists;

(q) Forensic Scientists and Technicians;

(r) Genetic Counsellors;

(s) Health Promotion Officers;

(t) Leisure Therapists;

(u) Mammographers;

(v) Medical Entomologists;

(w) Medical Illustrators;

(x) Medical Laboratory Scientists and Technicians;

(y) Music Therapists;

(z) Neurophysiologists;

(aa) Nuclear Medicine Technologists;

(bb) Nutritionists;

(cc) Occupational Therapists;

(dd) Optometrists;

(ee) Oral Health Therapists;

(ff) Orthoptists;

(gg) Orthotists, Prosthetists and Technicians;

(hh) Patient Safety Officers;

(ii) Pharmacists and Technicians;

(jj) Physicists, including Radiation Oncology Medical Physicists, Nuclear Medical Physicists, Radiology Medical Physicists, and Health Physicists;

(kk) Physiotherapists;

(ll) Podiatrists;

(mm) Psychologists including Clinical and Neuropsychologists;

(nn) Public Health Officers;

(oo) Radiation Therapists;

(pp) Radiographers/Medical Imaging Technologists;

(qq) Rehabilitation Engineers and Technicians;

(rr) Researchers, Clinical Trial Coordinators and Data Collection Officers;

(ss) Scientists – Environmental Health;

(tt) Social Work Associates;

(uu) Social Workers;

(vv) Sonographers, including General Sonographer, Cardiac Sonographer, Vascular Sonographer, Breast Sonographer and Obstetric (Fetomaternal) Sonographer;

(ww) Speech Pathologists; and

(xx) Welfare Officers.

SCHEDULE 4 – HEALTH PRACTITIONER WORK LEVEL STATEMENTS

GLOSSARY OF TERMS	
STANDARDS	
Advanced:	Highly developed or complex; at a level beyond that required for day-to-day practice.
Basic:	Fundamental or elementary; at a level of the most simple tasks to be performed.
Competent:	Achieving an agreed level that allows adequate performance at a given level.
Complex:	Complicated, involved, intricate and involving many different influences. Complex professional work denotes work in which the range of options is imprecise, requires high-level application of general principles, and may require some adaptation of accepted practices and procedures. The work commonly involves elements or interrelationships between tasks. Complexity may also refer to the intersection between the care needs of the clients/patients/consumers.
Consultant:	Refers to a high-level specialist health practitioner, recognised as a state or nation-wide leader in their given discipline. They are utilised as a point of reference in their given discipline.
Novel:	An area or issue where there is no access to existing protocol or precedent; involves breaking new ground.
Specialist:	We recognise the definition under the Australian Health Practitioners Registration Authority (AHPRA). Use of the term is restricted by national law and recognition by any profession needs to be approved by the ministers' council. Scope of practice determined by recognised boundaries of specialist practice. Is registered as a specialist by AHPRA. For the purpose of evaluation "specialist" describes a health practitioner who is recognised for their breadth of knowledge and skill within their specialised area of practice.
Specialised:	Describes a more focussed scope of practice where the clinician works with a discrete patient/client group in a defined setting. A new graduate may work in this area of practice. Does not determine the level of practice.
BREADTH OF ACTIVITY/JURISDICTION	
Hospital and Health Service (HHS):	In reference to one of the recognised 16 Hospital and Health Services.
Multi-disciplinary:	The combination of several disciplines of health practitioners. This could include different professions (degree qualified) e.g. occupational therapist, physiotherapist, social worker, nurse etc.; technicians, assistants and/or administrative staff.
Multiple jurisdictions:	Relates to service areas that fall across hospital and health service boundaries and encompass multi–disciplinary and/or multi–speciality teams
Multiple specialities/ settings:	May include "modalities", "specialties", "domains", "fields", etc. which are determined by the individual professional or service groups. Management is also recognised as an individual area.
Multi-speciality:	The combination of speciality knowledge and skills within a given discipline which may include: (a) speciality areas within a discipline; (b) modality areas within a discipline; (c) clinical/technical and non–clinical/technical skills and roles, such as management.
Organisational context:	The context regarding the customers and the nature of the service provided determines the level. Contributing factors include but are not limited to size and complexity of service provided.
Service:	The service is defined by the context in which it is operated. The contextual information regarding the customers and the nature of the service provided is what needs to be defined to determine the level. Contributing factors can include (but are not limited to) size, complexity, support, influence. Use of the term "service" is a conceptual statement and overrides any use of the term within the organisational nomenclature of the time.

Service area:	Relates to service areas that may in some instances fall across hospital and health service boundaries (e.g. state–wide Pathology Services).
SUPERVISION/MANAGEMENT	
Advocacy:	Requirement of the role to speak in favour or support of, to actively participate in agenda setting for service delivery issues. The level of influence is commensurate with the context of the role.
Clinical governance:	Ensuring the standard of clinical performance of a healthcare service and the compliance of the service in relation to maintaining good quality service provision. This includes activities at the individual and professional level involving: (a) endorsement (clear standards e.g. credentialing, competency assessment); (b) development (e.g. professional support): and (c) monitoring/reporting processes (e.g. registration checks, clinical audit).
Clinical leadership:	The application of leadership in a clinical context and relating to clinical services and clinical outcomes.
Clinical/professional supervision:	Relates to the ongoing development of skills and knowledge required by the health practitioner under the guidance of a more senior health practitioner within the same discipline. It ensures the health practitioner achieves and maintains the expected professional standards of work in that discipline. The clinical practice supervisor may not necessarily be the health practitioner's day-to-day manager. *Universal presumption of supervision* - it is recognised that all employees require supervision/support in the execution of their roles. This does not affect the evaluated level of the role. The work level statements recognised that all employees have supervision in the execution of their roles regardless of level. This includes professional, clinical and operational supervision.
Guidance:	Informal professional advice about what to do, how to do it and given without close supervision.
Leadership:	The capacity to guide the development of health disciplines, services or teams, especially as related to deciding strategic direction and the setting of standards of practice.
Mentoring:	Informal professional development activity designed to enhance the knowledge, skills and abilities of others by actions such as role modelling, advocacy and support to other health practitioners.
Operational management:	Relates to roles and responsibilities that support the day to day management of services, including recruitment, service planning and development, staff management, service reporting budget management etc. It may or may not include financial delegation.
Operational supervision:	Formal reporting arrangement relating to the day–to–day management of workload and workflow of health services.
Professional management:	*Management* – implementing strategies and processes to ensure appropriate profession–specific standards through governance, leadership and support.
Professional governance:	Pertaining to a specific profession/discipline. *Governance* – roles and responsibilities that are attributed to maintaining and being accountable for professional standards and quality. Elements of professional governance may include (but are not limited to): (a) Profession specific supervision framework (b) Competency assessment and review (c) Performance and development (d) Professional development and training (e) Clinical audit processes
Strategic management:	The systematic analysis of the internal and external factors to provide the basis for optimum management practices. The objective of strategic management is to achieve improvement of service delivery to patients/clients whilst achieving alignment of service policies and strategic priorities.

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

HEALTH PRACTITIONER ONE (HP 1)

SCOPE AND NATURE OF LEVEL

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

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

ROLE CONTEXT

Knowledge, skills and expertise

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

Accountability

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

HEALTH PRACTITIONER TWO (HP 2)

SCOPE AND NATURE OF LEVEL

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

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

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

ROLE CONTEXT

Knowledge, skills and expertise

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

Accountability

- Accountable for the appropriate use of allocated resources.
- Contributes to administrative activities, including the collection of statistics or workload data.
- Provides technical services commensurate with level of experience.
- Accountable and responsible for provision of routine–level technical services under the supervision of more senior health practitioners.
- Commensurate with level of experience in role, provide technical education for students with the support of a senior health practitioner.
- Commensurate with level of experience in role, provide guidance, peer support and instruction on matters pertaining to routine technical matters to less experienced practitioners.
- Participates in professional development and education in the technical area, and is expected to provide mentoring and advice to less experienced health practitioners.
- Contributes to the development of policies, procedures and technical practice.
- Participates in technical governance activities within the work team.
- Contributes and participates in local quality and service improvement activities.

HEALTH PRACTITIONER THREE (HP 3)

SCOPE AND NATURE OF LEVEL

Clinical stream

HP3 covers both newly qualified clinicians and developing professional clinicians.

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

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

supervision commensurate with experience.

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

A primary researcher role implements research activities under direction.

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

Technical stream

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

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

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

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

ROLE CONTEXT

Knowledge, skills and expertise – clinical stream

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

Knowledge, skills and expertise – technical stream

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

Accountability – clinical stream

- Uses allocated resources appropriately.
- Contributes to management activities such as collection of departmental statistics.
- Provides clinical services commensurate with level of experience.

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

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

Accountability – technical stream
Technical roles at level Health Practitioner 3 exercise independent judgement in providing technical services of a complex nature where principles, procedures, techniques or methods require expansion, adaptation or modification, requiring minimal supervision and may have responsibility for the following:
- Coordination of workflow for given technical work unit or team.
- The management of allocated resources in defined areas.
- Providing direction to a small team.
- Supervision of a technical work unit or team, including limited management of staff and resources within prescribed limits.
- Providing informed opinion on matters pertaining to complex technical matters.
- Providing technical advice to supervisors and relevant service managers regarding service delivery, equipment and technology.
- Providing input into strategic planning for a service.
- Contributing to technical governance activities within the work team.
- Initiating and recommending quality and service improvement initiatives.
- Providing technical education and mentoring and advice to students and less experienced technical health practitioners.
- Commensurate with level of experience in role, providing guidance, peer support and instruction on matters pertaining to more complex technical matters to less experienced practitioners.

HEALTH PRACTITIONER FOUR (HP 4)

SCOPE AND NATURE OF LEVEL

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

Management stream
- Management roles at Health Practitioner 4 demonstrate clinical expertise and understanding, and is responsible for the operational management of a small service/team, including alignment with and contribution to the strategic direction for the service. The role undertakes operational management responsibilities for a small service/team which require competent managerial knowledge and skills and performance of duties with a high degree of independence.
- Roles at this level provide a clinical service with some operational responsibilities providing operational management

of a small service/team including human resource management, financial management, and asset management and monitoring of professional standards and quality outcomes. The role focus will usually be service/facility-based.

Technical stream

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

ROLE CONTEXT

Knowledge, skills and expertise – clinical stream

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

Knowledge, skills and expertise – educator

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

Knowledge, skills and expertise – researcher

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

Knowledge, skills and expertise – management stream

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

Knowledge, skills and expertise – technical stream

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

- Demonstrates high-level communication skills to align a team and influence the culture.
- Contributes to research and/or development activities of the relevant discipline or service area.

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

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

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

Accountability – management stream
- Responsible for the day-to-day operational management of a small team.
- Responsible for the appropriate management of allocated resources in defined areas.
- Provides advice and direction to a small team.
- Provides input into strategic planning for a service.
- Monitors and reports on professional standards and quality outcomes from staff and/or work unit.
- Undertakes clinical governance activities within the service.

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

HEALTH PRACTITIONER FIVE (HP 5)

SCOPE AND NATURE OF LEVEL

Clinical stream
- Clinical roles at Health Practitioner 5 demonstrates an advanced level of knowledge, skills and experience and provides clinical leadership within the team at a service level and/or

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

Management stream

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

Technical stream

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

ROLE CONTEXT

Knowledge, skills and expertise – clinical stream

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

Knowledge, skills and expertise – educator

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

Knowledge, skills and expertise – researcher*

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

**Note 1: Research roles at this level would require one or more of the following mandatory qualifications: relevant postgraduate research qualification with research experience approximately equivalent to a research*

masters degree or higher. Such experience may be discipline specific or have a service area focus.

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

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

Accountability – clinical stream
- Provides independent, high-level, specialised or generalist clinical services of a complex and critical nature with significant scope.
- Leads change through service-wide quality and service improvement activities and the development of better practice.
- Provides advice to senior management, colleagues and other relevant stakeholders regarding complex professional standards and clinical service development.
- Leads professional governance activities for a discipline within the service.
- Leads clinical governance activities for the service.
- Provides clinical practice supervision to clinicians within area(s) of expertise, including a role in performance management.

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

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

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

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

Accountability – technical stream
- Provides authoritative advice to relevant stakeholders on matters falling within their area of technical knowledge, expertise and responsibility.

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

HEALTH PRACTITIONER SIX (HP 6)

SCOPE AND NATURE OF LEVEL

Clinical stream

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

Management stream

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

ROLE CONTEXT

Knowledge, skills and expertise – clinical stream

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

publications.
- Demonstrates ability to apply an expert level of clinical knowledge, skills and expertise in the given area in a strategic, state-wide capacity.
- Demonstrates ability to apply high-level expertise in service policies and standards toward complex problem-solving.
- Provides leadership on state-wide committees and may be a representative on national committees.

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

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

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

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

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

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

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

Accountability – management stream
- Responsible for all aspects of strategic and operational management of the given jurisdiction.
- Accountable for the administration, direction and control of the asset management and financial management.

- Sets, implements and reports on strategic direction for a large team.
- Provides authoritative counsel to stakeholders.
- Provides strategic planning at a service level.
- Leads professional governance activities across a service for a health practitioner discipline.
- Leads clinical governance activities across a service.

HEALTH PRACTITIONER SEVEN (HP 7)

SCOPE AND NATURE OF LEVEL

Clinical stream

- Clinical positions at Health Practitioner 7 demonstrates an expert level of knowledge, skills and experience and provides strategic, professional, clinical leadership in a tertiary referral hospital, over multiple services or for multiple disciplines or within the discipline, for complex services which would be recognised either nationally or internationally. The role is accountable for state leadership of the discipline/service and is the reference point within and outside the service nationally and internationally.
- The role performs in a strategic consulting capacity, providing clinical expertise and using expert command of specialised techniques and provides formal, consultant-level clinical services, required to provide authoritative clinical advice and uses expert command of specialised techniques within the given discipline/service on a national/international level.
- The position is integral to the development of professional competence in the given area on a state-wide basis (and nationally) and leads the review, development and implementation of policy/procedures/standards for major complex services.
- A primary educator role provides strategic leadership in the state-wide development of staff and student education and training programs across a range of professions/clinical areas/sectors
- A primary researcher role leads significant clinical research programs with research outcomes being implemented as standard clinical processes. The research will be multi-disciplinary of critical clinical importance across diverse population groups and/or services and requires relevant postgraduate research qualifications and a recent extensive history in:
  (1) publishing on significant clinical practice initiatives and professional topics (not associated with obtaining academic qualifications) in peer reviewed publications and
  (2) extensive record of obtaining competitive research multi-year grants and funds.

Management stream

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

ROLE CONTEXT

Knowledge, skills and expertise – clinical stream

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

and expertise in the specific area or across a variety of areas and with extensive international reputation in their research agenda. The role is required to develop effective partnerships with universities, professional associations, NGOs and other research organisations*.

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

Knowledge, skills and expertise – management stream

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

Accountability – clinical stream

- Solves large-scale, complex, clinical service or work-flow problems through recognised expertise, high-level interpretation of existing health service systems, professional standards and other pertinent external considerations.
- Provides authoritative, statewide counsel, in matters relating to area of expertise, to stakeholders both within and outside the discipline, service and the health sector.
- Provides strategic leadership and direction in the development of professional competence in the given professional clinical area on a statewide basis.
- Provides expert training and guidance to more-experienced clinicians looking to build specialised capability in their given professional clinical area.
- Leads professional governance for a health practitioner discipline within a service and influences the direction of professional governance.
- Leads health practitioner clinical governance within a service and influences the direction of clinical governance.

Accountability – educator

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

Accountability – researcher

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

Accountability – management stream

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

HEALTH PRACTITIONER EIGHT (HP 8)

SCOPE AND NATURE OF LEVEL

- Management positions at Health Practitioner 8 demonstrate an expert level of clinical expertise in the given area and provides authoritative advice on relevant professional standards.
- Positions at this level will perform a range of high level responsibilities which may include:
  - creating a strategic-level framework and directing the development of professional competence within a discipline area and relevant multidisciplinary services on a statewide basis;
  - establishing frameworks for the advancement and integration of disciplines to support the delivery of quality statewide health services within relevant governmental and national directions;
  - managing a large professional discipline or multi-disciplinary workforce strategically, providing health services

statewide;
  - being a representative on an executive management team;
  - providing strategic leadership and authoritative advice in the future statewide and national development of the discipline/s, developing formal, long-term plans to ensure ongoing, high-quality standards of performance, safety, patient care and interservice coordination;
- The role contributes actively to overall corporate strategy and creating health service initiatives to achieve health outcomes and, in so doing, challenges existing protocols and initiates and leads policy changes. The role is a key driver facilitating high-quality, statewide standards of performance, safety, patient care and interservice coordination in its given discipline or multidisciplinary workforce area.
- Roles evaluated at the HP8 level must be approved by the Director-General. The HP8 pay points are not incremental. The Director-General will determine the salary level for appointment to the HP8 classification level prior to the role being advertised having regard for the context of the position and the responsibilities required.

ROLE CONTEXT

Knowledge, skills and expertise

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

Accountability

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

SCHEDULE 5 – CLINICAL ASSISTANTS – DEFINITION AND LIST OF ELIGIBLE ROLES

1. Clinical Assistants

1.1. Clinical assistants are employees who:

(a) Are in roles listed under clause 2 and who:

(i) Contribute to provision of healthcare across the continuum of care by assisting with clinical and non-clinical tasks in accordance with current legislation and practice guidelines, to provide integrated health services in one of more of the following program areas:

(A) Acute care;

(B) Aged care;

(C) Ambulatory and community care;

(D) Extended care;

(E) Integrated mental health;

(F) Rehabilitation;

(G) Pathology and mortuary services;

(H) Oral health;

(I) Primary care, and

(J) Protection and prevention.

(ii) Within the training, qualifications and competence of the clinical assistant, undertake delegated clinical tasks related to the direct examination and/or treatment of patients including where relevant the preparation and examination of blood, tissue and other specimens taken from a patient and/or health protection and promotion to the community that are within the professional scope of practice of a health practitioner or dental officer irrespective of line management arrangements of the clinical assistant and;

(iii) includes clinical assistants with supervisory or management duties; and

(b) For the purpose of transitionary arrangements who are employed in positions:

(i) that were classified in the operational stream under the *Hospital and Health Service General Employees (Queensland Health) Award – State 2015* as at the date prior to certification of this Agreement.

2. Eligible Roles

2.1. The list of eligible operational stream roles that have been agreed by the parties to be included in the clinical assistant stream are:

(a) Allied Health Assistants (including Allied Health Assistant – specified allied health discipline);

(b) Anaesthetic Technicians/Assistants[1];

(c) Audiology Assistants;

---

[1] Inclusion in the clinical assistant stream applies only to those existing operational stream Anaesthetic Technicians who are not eligible for appointment to the health practitioner stream. Effective 8 May 2012, all newly appointed Anaesthetic Technicians are required to hold the appropriate diploma-level qualification to enable appointment to the health practitioner stream.

(d) Clinical Measurements Assistants;

(e) Dental Assistants;

(f) Diversional Therapists;

(g) Laboratory Assistants;

(h) Leisure Therapist Assistants;

(i) Medical Imaging Assistants (including Dark Room Attendants);

(j) Menu Monitors;

(k) Mobility Aide Officers;

(l) Mortuary Attendants/Assistants;

(m) Music Therapy Assistants;

(n) Nutrition Assistants and/or Dietetics Assistants;

(o) Occupational Therapy Assistants;

(p) Pathology Assistants (including Central Specimen Reception coordinators and managers);

(q) Pharmacy Assistants (including Central Pharmacy and Patient Care Pharmacy Assistants);

(r) Phlebotomists;

(s) Physiotherapy Assistants;

(t) Plaster Technicians/Assistants and Orthopaedic Technicians/Assistants;

(u) Podiatry Assistants;

(v) Prosthetic/Orthotic Assistants;

(w) Recreational Officers;

(x) Rehabilitation Assistants (including Rehabilitation Therapy Assistants);

(y) Social Work Assistants;

(z) Speech Pathology Assistants;

(aa) Therapy Assistants; and

(bb) Vector Control Officers[2].

2.2. Eligibility for inclusion in the clinical assistant stream also includes accepted variations of the titles listed in clause 2.1 and the role being performed is that of the listed title. Examples of accepted variations include ‘aide’. For purposes of the establishment of the clinical assistant stream, eligible roles were previously classified in the operational stream, however new or additional roles may be added by agreement of HPDOCG as outlined in clause 12.

2.3. The parties agree to finalise the naming conventions for eligible roles in the new clinical assistant stream. The parties acknowledge this may result in changes to the current titles of some positions.

---

[2] Inclusion in the clinical assistant stream applies only to Vector Control Officer roles or positions previously classified within the operational stream and who are not eligible for inclusion in other classification streams.

SCHEDULE 6 – CLINICAL ASSISTANTS – TRANSITIONARY ARRANGEMENTS

1. Relationships with Awards and Other Industrial Agreements

1.1. The parties agree that steps will be taken to vary the *Health Practitioners and Dental Officers (Queensland Health) Award – State 2015* to include the classification and relevant entitlements of clinical assistants.

1.2. Until the Award is varied, the parties agree that for the purpose of clinical assistants, this Agreement will be read in conjunction with the *Hospital and Health Service General Employees Award 2015*, and applied as if the clinical assistants were classified as operational officers under the Award.

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

2. Transitionary Arrangements

2.1. Conditions of employment for the operational stream from the *Queensland Public Health Sector Certified Agreement (No. 9) 2016* (EB9) that apply to clinical assistants will apply upon transition to *the Health Practitioners and Dental Officers (Queensland Health) Certified Agreement (No. 3) 2019* (HPDO3).

2.2. Employees in eligible roles will transfer from EB9 and into HPDO3 on certification of HPDO3. The effective date of this transfer, and commencement of the new clinical assistant stream and associated wage rates, is 17 October 2019.

2.3. There is no intention for clinical assistants to experience any disadvantage to employment conditions arising from the transition to HPDO3.

2.4. For purposes of clarity, clinical assistants will no longer be entitled to access the following entitlements from the *Queensland Public Health Sector Certified Agreement (No. 9) 2016*:

(a) Targeted training allowance for operational officers; and

(b) Operational Services Training and Development Education Incentive Fund.

3. Interim Wage Increase

3.1. The wage rates for the clinical assistant stream as contained in schedule 1 commence on 17 October 2019.

3.2. Prior to this, clinical assistants will be paid operational stream rates with a 2.5% increase for the period of 1 September 2019 to 16 October 2019:

		Payable from 1 September 2019 to 16 October 2019	
Classification	**Pay point**	**Per fortnight**	**Per annum**
OO1	1	$1,518.60	$39,619
	2	$1,612.70	$42,074
	3	$1,707.50	$44,547
	4	$1,805.10	$47,094
	5	$1,903.10	$49,651
	6	$2,001.50	$52,218
OO2	1	$2,028.60	$52,925
	2	$2,073.00	$54,083
	3	$2,118.90	$55,281
	4	$2,164.30	$56,465
	5	$2,199.70	$57,389
OO3	1	$2,209.30	$57,639
	2	$2,227.30	$58,109
	3	$2,265.30	$59,100
	4	$2,307.90	$60,211
OO4	1	$2,395.80	$62,505

		Payable from 1 September 2019 to 16 October 2019	
Classification	**Pay point**	**Per fortnight**	**Per annum**
	2	$2,469.90	$64,438
	3	$2,548.00	$66,476
	4	$2,627.30	$68,544
OO5	1	$2,698.40	$70,399
	2	$2,790.70	$72,807
	3	$2,882.70	$75,208
	4	$2,974.60	$77,605
OO6	1	$3,108.60	$81,101
	2	$3,192.20	$83,282
	3	$3,277.20	$85,500
OO7	1	$3,437.50	$89,682
	2	$3,522.80	$91,907
	3	$3,608.90	$94,154
OO8	1	$3,660.30	$95,495
	2	$3,761.50	$98,135
	3	$3,974.30	$103,687

SCHEDULE 7 – GRANDPARENTING OF RETENTION PAYMENTS FOR CERTAIN HEALTH PRACTITIONERS

1. Grandparenting of Retention Payments for Certain Health Practitioners

1.1. Under the *Health Practitioners (Queensland Health) Certified Agreement (No.1) 2007*, Queensland Health recognised the need to respond to demonstrable supply and skills shortages and current and emerging employee retention issues for certain health practitioners.

1.2. Current retention payments for eligible health practitioners in accordance with schedule 7 will be continued for the life of this Agreement.

1.3. Payments under this Schedule are strictly limited to those health practitioners who completely satisfy all aspects of the eligibility criteria at clauses 2, 4, and 6 of this schedule on the date of certification of this Agreement. No further payments will be approved under this clause from this date.

2. Eligibility Criteria

2.1. To be eligible to receive retention payments under this clause, employees must fully satisfy all of the below criteria by or on the date of certification of this Agreement:

(a) Employed before or on the date of certification of this Agreement.

(b) Employed in health practitioner roles from the disciplines of:

(i) Radiography

(ii) Medical Imaging Technology

(iii) Breast Imaging Radiography (including Breast Screen Queensland)

(iv) Radiochemistry

(v) Pharmacy.

(c) Classified at levels:

(i) HP3.7 with at least 12 months' service (and in the case of a part-time employee, the employee has received a salary at the HP3.7 pay point for at least 12 months and the employee has worked 1,200 ordinary hours in such classification) at that classification in accordance with clauses 5.1 and 5.2 below;

(ii) HP3.8; or

(iii) HP4 and above.

(d) Employed on a:

(i) Permanent; or

(ii) Temporary basis.

3. Eligible Disciplines

3.1. Radiography means a position with 'Radiographer' (or accepted equivalent) in the title, and possessing a mandatory requirement for the occupant to be registered with the Medical Radiation Practice Board of Australia in the Division of Diagnostic Radiographer, General.

3.2. Medical imaging technology means a position with 'Medical Imaging' or 'Medical Imaging Technologist' (or accepted equivalent) in the title, and possessing a mandatory requirement for the occupant to be registered with the Medical Radiation Practice Board of Australia in the Division of Diagnostic Radiographer, General.

3.3. Breast imaging radiography (including Breast Screen Queensland) means a position with 'Breast Imaging Radiographer' (or accepted equivalent) in the title, and possessing a mandatory requirement for the occupant to be registered with the Medical Radiation Practice Board of Australia in the Division of Diagnostic Radiographer, General.

3.4. Radiochemistry means a position with 'Radiochemist' (or accepted equivalent) in the title, and performing duties including any aspect of chemistry involving the measurement and application of radioactive isotopes. Typical mandatory requirements of such roles include a Bachelor of Science or Bachelor of Applied Science with a major in chemistry.

3.5. Pharmacy means a position with 'Pharmacist' (or accepted equivalent, such as Medication Management or Safety) in the title, and possessing a mandatory requirement for the occupant to be registered with the Pharmacy Board of Australia.

4. Eligible and Ineligible Health Practitioner Roles

4.1. Eligible employees may not receive payments under this clause while performing duties in an ineligible health practitioner role.

4.2. Ineligible health practitioner roles are defined as those health practitioner roles that may accept incumbents from one or more health practitioner disciplines, including discipline(s) named in clause 2.1(b), but are not exclusively performing the specific duties or clinical scope of the disciplines named in clause 2.1(b). Examples of ineligible roles include generic management roles, project, clinical governance, clinical informatics, patient safety, quality assurance, workforce development, clinical educator and/or research roles.

4.3. Discipline-specific management roles, workforce development officer roles, clinical educator, researcher or similar ancillary positions from the named disciplines in clause 2.1(b) are considered eligible, provided they are exclusively focussed on the discipline(s) in question.

5. HP3 Eligibility

5.1. For a HP3.7 employee to be eligible for retention payments, they must have completed 12 months' service at the HP3.7 pay point (and in the case of a part-time employee, the employee has received a salary at the HP3.7 pay point for at least 12 months and have worked 1,200 ordinary hours in such classification), as of date of certification of this Agreement.

5.2. A permanent HP3 employee on higher duties to HP4 and above only satisfies the eligibility criteria based on their substantive position. That is, such an employee must satisfy clause 5.1 at their substantive HP3 level.

6. Continuous Service

6.1. Employees must maintain continuous service with Queensland Health to retain eligibility for the retention payments, which is defined as a break of no more than three months.

6.2. A break in service of longer than three months for this payment includes where an employee:

a) Is on a period of casual employment; or

b) Is not employed by Queensland Health.

6.3. An employee's continuity of service for this payment is not broken by movements between different roles between Hospital and Health Services and divisions of the Department of Health, periods of employment in ineligible health practitioner roles, periods of employment in other classification streams, or by resigning from a permanent position to continue or commence a temporary role. During these periods payments will be put on hold and will resume when the employee returns to the eligible role.

7. Interactions with Other Attraction and/or Retention Incentives

7.1. As a transitionary arrangement, the parties agree that any discretionary attraction and retention arrangements approved for employees from the eligible disciplines under clause 28 from *Health Practitioners and Dental Officers (Queensland Health) Certified Agreement (No. 1) 2015* and/or clause 27 from *Health Practitioners and Dental Officers (Queensland Health) Certified Agreement (No. 2) 2016* will be subject to review within three months of certification of HPDO3.

7.2. Employees in dual radiography/sonography positions who are eligible to receive the sonography development allowance at clause 28 are ineligible to receive payments under this clause as radiographers.

8. Payment Arrangements

8.1. The retention payment will be paid fortnightly.

8.2. This payment is not applicable to casual employees. A pro-rata payment will be payable to part-time employees based on worked hours.

8.3. The retention payments are payable to employees who are on paid leave. The allowance will not be payable to employees who are on unpaid leave or leave without pay.

8.4. The retention payment is not included in superannuable salary but is included in Ordinary Time Earnings (OTE). The allowance is paid through the payroll system and taxed as part of gross income.

9. HR Circular 44/08

9.1. The parties agree HR Circular 44/08 Retention Payments for Health Practitioners will be rescinded effective the date of certification of HPDO3.

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

	John Wakefield
	Print name
	7.8.20
Signature	Date

In the presence of:

	Peter Thirkettle
	Print name
	7.8.20
Signature	Date

Signed for and on behalf of Health and Wellbeing Queensland:

	Robyn Littlewood
	Print name
	6.8.20
Signature	Date

In the presence of:

	Edmund Lynch
	Print name
	6.8.20
Signature	Date

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

	Stephen Baker
	Print name
	5.8.20
Signature	Date

In the presence of:

	Barry Watson
	Print name
	5.8.20
Signature	Date

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

Elizabeth Ruth Mohle
Print name

5.8.20
Signature Date

In the presence of:

Edmund Lynch
Print name

5.8.20
Signature Date

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

Alex Scott
Print name

6.8.20
Signature Date

In the presence of:

Edmund Lynch
Print name

6.8.20
Signature Date

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

Shara Caddie
Print name

5.8.20
Signature Date

In the presence of:

Edmund Lynch
Print name

5.8.20
Signature Date