

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

State of Queensland (Queensland Health)

and

Office of the Health Ombudsman

and

Health and Wellbeing Queensland

and

Queensland Mental Health Commission

and

Queensland Nurses and Midwives' Union of Employees

and

The Australian Workers' Union of Employees, Queensland

and

Together Queensland, Industrial Union of Employees

and

Transport Workers' Union of Australia, Union of Employees (Queensland Branch)

and

United Workers' Union, Industrial Union of Employees, Queensland

(Matter No. CB/2023/41)

**QUEENSLAND PUBLIC HEALTH SECTOR CERTIFIED AGREEMENT (NO. 11)
2022**

Certificate of Approval

On 26 May 2023, the Commission certified the agreement in accordance with section 193 of the *Industrial Relations Act 2016*. On 1 August 2023, at the request of all parties to the agreement, the Commission amended Schedule 1 – Wage Rates of the attached written agreement:

**Name of Agreement: QUEENSLAND PUBLIC HEALTH SECTOR CERTIFIED
AGREEMENT (NO. 11) 2022**

Parties to the Agreement:

- State of Queensland (Queensland Health);
- Office of the Health Ombudsman;
- Health and Wellbeing Queensland;
- Queensland Mental Health Commission;
- Queensland Nurses and Midwives' Union of Employees;
- The Australian Workers' Union of Employees, Queensland;
- Together Queensland, Industrial Union of Employees;
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch); and
- United Workers' Union, Industrial Union of Employees, Queensland

Operative Date: 26 May 2023

Nominal Expiry Date: 31 August 2025

Previous Agreement: *Queensland Public Health Sector Certified Agreement (No. 10) 2019*

Termination Date of Previous Agreement: 26 May 2023

By the Commission

J.C. DWYER
Industrial Commissioner
22 August 2023

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016

State of Queensland (Queensland Health); The Office of the Health Ombudsman; Health and Wellbeing Queensland;
The Queensland Mental Health Commission

AND

Queensland Nurses and Midwives' Union of Employees; The Australian Workers' Union of Employees, Queensland;
Together Queensland, Industrial Union of Employees; Transport Workers' Union of Australia, Union of Employees
(Queensland Branch); and United Workers' Union, Industrial Union of Employees, Queensland.

(No. CB/2023/41)

QUEENSLAND PUBLIC HEALTH SECTOR CERTIFIED AGREEMENT (No.11) 2022

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PART 1 - PRELIMINARY MATTERS

1.1 Title

- 1.1.1 This agreement shall be known as the *Queensland Public Health Sector Certified Agreement (No. 11) 2022* (EB11).

1.2 Definitions

- 1.2.1 In this Agreement, the following definitions are used:

IR Act means the *Industrial Relations Act 2016*.

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

Department means Queensland Health, and includes the work areas/units of employees covered by this Agreement.

Employee means an Administration Officer, Professional Officer, Operational Officer or Technical Officer for whom classifications and rates of pay are prescribed in this Agreement.

Employer means:

- (a) the Chief Executive (Director-General), Queensland Health;
 - (b) the Chief Executive Officer, Health and Wellbeing Queensland; or
 - (c) the Chief Executive (Mental Health Commissioner), Queensland Mental Health Commission; or
 - (d) the Chief Executive (Health Ombudsman), Office of the Health Ombudsman
- in their capacity as the employer of employees covered by this Agreement.

HCF means Health Consultative Forum.

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

Preserved Human Resources (HR) policies means those HR policies included in Schedule 2 of this Agreement.

Public sector directive means a ruling issued by the Minister for Industrial Relations and/or the Public Sector Commission Chief Executive in accordance with the *Public Sector Act 2022*.

QAS means the Queensland Ambulance Service established in accordance with the *Ambulance Service Act 1991*.

QIRC means the Queensland Industrial Relations Commission.

Union(s) means Queensland Nurses and Midwives' Union of Employees or The Australian Workers' Union of Employees, Queensland or Together Queensland, Industrial Union of Employees, Union of Employees or Transport Workers' Union of Australia, Union of Employees (Queensland Branch) or United Worker's Union, Industrial Union of Employees, Queensland, as relevant.

1.3 Parties Bound

- 1.3.1 The parties to this agreement are:

- (a) State of Queensland, represented through:
 - (i) Queensland Health;
 - (ii) Health and Wellbeing Queensland;
 - (iii) Office of the Health Ombudsman; and

- (iv) Queensland Mental Health Commission;
- (b) Queensland Nurses and Midwives' Union of Employees;
- (c) The Australian Workers' Union of Employees, Queensland;
- (d) Together Queensland, Industrial Union of Employees;
- (e) Transport Workers' Union of Australia, Union of Employees (Queensland Branch); and
- (f) United Workers' Union, Industrial Union of Employees, Queensland.

1.4 Application

- 1.4.1 This Agreement applies to the employer parties as defined in this Agreement and its employees for whom classifications and rates of pay are prescribed.
- 1.4.2 For the avoidance of doubt, this Agreement will not apply to 'service officers' employed under the *Ambulance Service Act 1991*.

1.5 Date and Period of Operation

- 1.5.1 This Agreement will operate from date of certification and will have a nominal expiry date of 31 August 2025.
- 1.5.2 The entitlements in this Agreement will be operative from the date of certification unless otherwise specified in this Agreement.

1.6 Renewal or Replacement of Agreement

- 1.6.1 The parties to this Agreement will commence discussions, six months prior to the nominal expiration date of this Agreement.
- 1.6.2 The *Queensland Public Health Sector Certified Agreement (No.10) 2019* (EB10) is to be terminated upon certification of the *Queensland Public Health Sector Certified Agreement (No. 11) 2022* (EB11).

1.7 Relationships with Awards and Other Conditions

- 1.7.1 This Agreement is to be read in conjunction with the *Hospital and Health Service General Employees (Queensland Health) Award – State 2015* and the *Queensland Public Service Officers and Other Employees Award – State 2015* or any consent award successor or replacement.
- 1.7.2 Where there is any inconsistency between this Agreement and the relevant award, either *General Employees (Queensland Health) Award – State 2015* or the *Queensland Public Service Officers and Other Employees Award – State 2015*, the terms of this Agreement will apply to the extent of any inconsistency.
- 1.7.3 Employer processes or policy measures cannot be implemented which will be expected to impact on the employer's ability to meet their obligations under this Agreement.
- 1.7.4 Where a policy or process introduced by the employer is inconsistent or less favourable, the industrial instrument prevails to the extent of the inconsistency.

1.8 Purpose and Objectives of the Agreement

- 1.8.1 The purpose of this Agreement is to improve 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.
- 1.8.2 The parties to this Agreement are committed to the following objectives:
 - (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) continuous improvement and promotion of work health and safety;
- (d) improvement and maintenance of quality health services;
- (e) a joint approach to a future reform program to identify and implement more flexible and efficient industrial arrangements;
- (f) collectively striving to achieve quality outcomes for patients;
- (g) maximising permanent employment including conversion of non-permanent employees;
- (h) employment security;
- (i) attraction and retention of employees to meet health service demands;
- (j) achieving a skilled, motivated and adaptable workforce;
- (k) improving gender equity; and
- (l) ensuring that workload management is addressed to ensure there are no adverse effects on employees resulting from excessive workloads and that as changes or new processes are adopted consideration will be given to achieving a balanced workload for employees.

1.9 Posting of the Agreement

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

- (a) on the Queensland Health, Queensland Mental Health Commission, Health and Wellbeing Queensland, Queensland Ambulance Service (QAS) and Office of the Health Ombudsman intranet and internet site/s; and
- (b) in a conspicuous and convenient place at each facility.

1.10 International Labour Organisation Conventions

1.10.1 The employer accepts obligations made under international labour standards.

1.10.2 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).

1.10.3 The parties to this Agreement 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.

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

1.11.1 The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this agreement by measures based on the provision of information and explanation, consultation, co-operation and negotiation.

- 1.11.2 The emphasis will be on settling a dispute at the earliest possible stage in the process. Two or more current disputes made by the same employee about related matters, or a dispute from more than one employee about related matters, may be dealt with as one dispute.
- 1.11.3 Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- 1.11.4 There is a requirement for management to provide relevant information and explanation and consult with the relevant union/s.
- 1.11.5 In the event of any disagreement between the parties as to the interpretation, application or implementation of this Agreement, the following procedures shall apply:
- (a) the matter is to be discussed by the employee's union representative and/or the employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond seven days;
 - (b) If the matter is not resolved as per clause 1.11.5(a), it shall be referred by the union representative and/or the employee/s to the appropriate management representative who shall arrange a conference of the parties to discuss the matter. The outcome is to be provided in writing. This process should not extend beyond seven days;
 - (c) If the matter remains unresolved it may be referred to EB11 Implementation Group (EB11IG). EB11IG will deal with the matter in a timely manner. Where the EB11IG forms a unanimous view on the resolution of the dispute, this is the position that must be accepted and implemented by the parties and will be given effect by the Chief Executive.
 - (i) If EB11IG considers that the matter falls outside the interpretation, application and implementation of this Agreement, or has whole of department implications, the parties may agree to refer the matter to an appropriate body.
 - (d) If the matter remains unresolved, either party may refer matter to the QIRC.
 - (e) Nothing contained in this procedure shall prevent a union or the employer from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.

1.12 Co-operative Resolution of Disputes

- 1.12.1 The parties agree to a co-operative and consistent approach to resolving industrial issues and disputes with a view to reducing disputation. Where appropriate and practical, the parties will attempt to resolve any disputes informally prior to referring the dispute to the QIRC.
- 1.12.2 During the life of the Agreement, the parties will discuss the establishment of a function which will:
- (a) review matters which are proposed to be referred to the QIRC; and
 - (b) review disputes to assess whether industrial obligations are being observed.

The parties will consider whether this function should sit within Employment Relations, and confirm the authority of Employment Relations branch in such disputes. Following discussions the parties may make recommendations to the Director-General.

1.13 HR Policy Preservation

- 1.13.1 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.

- 1.13.2 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.
- 1.13.3 The parties agree that the policy documents contained within Schedule 2 apply only to Queensland Health including HHS employees (excluding QAS) but that it is the intent of the parties that while procedural elements of existing QAS, Office of the Health Ombudsman, Health and Wellbeing Queensland and Queensland Mental Health Commission policies may differ, the conditions and entitlements in these Queensland Health policies will apply or continue to apply to QAS, Office of the Health Ombudsman, Health and Wellbeing Queensland and Queensland Mental Health Commission from the date of certification of this Agreement.
- 1.13.4 Where an existing policy of the QAS, Office of the Health Ombudsman, Health and Wellbeing Queensland and Queensland Mental Health Commission provides a more beneficial entitlement to an employee than provided in the preserved policy then the existing policy of the QAS, Office of the Health Ombudsman, Health and Wellbeing Queensland or Queensland Mental Health Commission will apply.
- 1.13.5 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 EB10, except where agreed between the parties or where amendments may be required due to other industrial changes. As each preserved HR policy is reviewed, each policy shall cover all employer parties to the Agreement unless agreed by the parties.
- 1.13.6 The parties agree the entitlements and conditions contained in clause 1.13.4 will not be reduced prior to or during the review conducted in accordance with clause 1.13.5, other than by the agreement of the parties.
- 1.13.7 It is further agreed that any increases in monetary amounts as a result of QIRC decisions, government policy, or directives under the *Hospital and Health Boards Act 2011* (HHB Act) (or any replacement legislation) will be applied.

1.14 Cultural Respect and Health Equity Strategy

- 1.14.1 The parties commit to respecting cultural diversity, rights, views, values and expectations of Aboriginal and/or Torres Strait Islander Queenslanders in the delivery of culturally appropriate health services.
- 1.14.2 Queensland Health commits to implement the First Nations Health Equity Strategies in accordance with the HHB Act and the *Hospital and Health Boards Regulation 2012*.

PART 2 - WAGE AND SALARY RELATED MATTERS

2.1 Wage Increases

- 2.1.1 The wage rates for employees subject to this Agreement are prescribed in Schedule 1, which incorporates the following increases:
 - (a) 4% from 1 September 2022;
 - (b) 4% from 1 September 2023;
 - (c) 3% from 1 September 2024.
- 2.1.2 The first wage increase effective 1 September 2022 is to be applied to the last *Queensland Public Health Sector Certified Agreement (No. 10) 2019 (EB10)* rate or Award rate as at 1 September 2022 whichever is higher. Future wage increases will be applied to the Agreement rates stipulated for the prior year.
- 2.1.3 Wage increases provided in this Agreement are not dependent upon performance against benchmarks or other performance measures.

- 2.1.4 However, the parties are committed to ensuring the delivery of high quality services to the Queensland community.
- 2.1.5 It is the intention of the parties that the first pay increase of any subsequent Agreement will apply from 1 September 2025.

2.2 Award Maintenance and Minimum Wage Adjustment

- 2.2.1 The QIRC State Wage Case increases awarded during 2022 and the period up to, and including, the nominal expiry date of this Agreement will be absorbed into the wage increases provided by clause 2.1.1 of this Agreement subject to clause 2.2.2
- 2.2.2 It is a term of this Agreement that any QIRC State Wage Case increase will be compared with the increases in clause 2.1.1 of this Agreement.
- 2.2.3 Provided that any annual State Wage Case increase which would provide a higher overall annual wage increase than those prescribed in clause 2.1.1, this increase would be applied from the operative date of the State Wage Case.
- 2.2.4 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.

2.3 Cost of Living Adjustment (COLA) Payments

2.3.1 Definitions

The following definitions apply for the purposes of the Cost-of-Living Adjustments (COLA) Payments clause:

agreement year – means one of the three 12-month periods from 1 September in one year to 31 August in the following year that includes a calculation date.

base wages – for an eligible employee, means the salary actually payable to the particular employee in the relevant agreement year for work covered by this Agreement and includes higher duties performed by the employee under this Agreement and includes the casual loading where applicable. It does not include any other allowances or additional payments howsoever described (such as: disability allowances or special rates, all-purpose allowances, overtime payments, shift penalties, weekend penalties, public holiday penalties, aggregated penalties or allowances, any payments of accrued leave where the leave is not taken; any payments for TOIL where the TOIL is not taken, COLA payments from previous periods, etc).

calculation date – means, either:

- 31 August 2023 (COLA Payment Year 1); or
- 31 August 2024 (COLA Payment Year 2); or
- 31 August 2025 (COLA Payment Year 3).

COLA payment percentage – see clause 2.3.3(b)

CPI – means the Brisbane Consumer Price Index (all groups, March quarter annual percentage change from the March quarter of the previous year), for the March that falls within the relevant *agreement year*, as published by the Australian Bureau of Statistics. Treasury will advise agencies of the CPI relevant to COLA considerations upon its release in each year.

eligible employee – see clause 2.3.2

Queensland government employee – means a person employed in a government entity, as defined in section 24 of the *Public Service Act 2008* as in force at 1 October 2022, and the entities specified at sections 24(2)(c), 24(2)(d) and 24(2)(h) of the *Public Service Act 2008*: the parliamentary service, the Governor's official residence and its associated administrative unit, and the police service.

wage increase under the Agreement – means the wage increase of either 4%, 4% or 3%, as specified in clause 2.1 of this Agreement, that occurs at the commencement of an *agreement year*.

2.3.2 Eligibility

- (a) Eligible employees covered by this Agreement may be entitled to receive Cost of Living Adjustment (COLA) payments based on the calculation dates, for up to three years only, and ending for the calculation date of 31 August 2025.
- (b) An employee is an eligible employee if they performed work under this Agreement during a relevant agreement year and they are covered by this Agreement on the relevant calculation date for the associated COLA Payment.
- (c) In recognition of employee mobility across the sector, where an employee would otherwise be an eligible employee in accordance with clause 2.3.2(b), but they are not covered by this Agreement on the relevant calculation date due to being employed elsewhere as a Queensland government employee on the calculation date, they will be deemed to be an eligible employee for the associated COLA Payment. To facilitate payment of the COLA Payment in this circumstance, the employee is required to provide relevant details of their eligibility to the relevant Queensland Health payroll team. Contact details are found on the Queensland Health Intranet on the Payroll and Rostering (PARIS) page.

Example – an employee works for the first 3 months under this Agreement, during a relevant agreement year, then takes up employment with a different department. They remain employed with the new department as at the relevant calculation date under this Agreement. Provided the employee provides the required notice and details of their current employer (as specified above) which confirms that they are a Queensland government employee as at the calculation date, they will be an eligible employee for that particular COLA Payment.

- (d) An employee who starts being covered by this Agreement after a *calculation date* is not eligible for the associated COLA Payment.

Example – an employee starts being covered by the Agreement on 17 September 2023. The employee is not eligible for COLA Payment Year 1.

- (e) An eligible employee who did not perform work under this Agreement for the full agreement year, will receive a pro-rata COLA payment by reference to the base wages they received that was attributable to work under this Agreement.

Example one – an eligible employee is employed and works for 5 months under this Agreement during a relevant agreement year. Their base wages for the agreement year will reflect the 5 months they worked.

Example two – an eligible employee is employed for 12 months under this Agreement during a relevant agreement year and in those 12 months, works for 6 months, takes 3 months leave at half pay and takes 3 months leave without pay, under this Agreement. Their base wages for the agreement year will reflect the 6 months they worked, 3 months where they earned half pay and 3 months where they earned no pay.

Example three – an employee is employed for 12 months under this Agreement during a relevant agreement year and in those 12 months, works for 6 months under this Agreement and is temporarily seconded and works for 6 months under a different Agreement. Their base wages for the agreement year will reflect 6 months they worked under this Agreement.

- (f) An eligible employee who is casual or part-time will receive a pro-rata COLA payment based on the hours they worked in the relevant agreement year because of the definition of base wages.

Example – a part-time employee works 0.6 full-time equivalent during the agreement year. The employee's base wages for the agreement year reflect their hours of work.

- (g) In addition to the other requirements of clause 2, casual employees are eligible employees provided they have performed work under this Agreement, or as a Queensland government employee, within the 12-week payroll period immediately prior to the relevant calculation date.

2.3.3 Calculation and payments

(a) Step one

- (i) A COLA Payment is only payable if, for the relevant *agreement year*, *CPI* exceeds the *wage increase under the Agreement*.

(b) Step two

- (i) The relevant COLA Payment is calculated by first determining the percentage difference between the wage increase under the Agreement and CPI for the relevant agreement year and each COLA Payment is capped at 3% (the 'COLA percentage').

Example one: For COLA Payment Year 3, the agreement year is 1 September 2024 to 31 August 2025. The wage increase under the Agreement is 3% on 1 September 2024. In April 2025, the ABS releases the CPI figure for March 2025 as 3.9%. The COLA Payment is calculated as the difference between 3% and 3.9%, i.e. 0.9%. 0.9% is less than the 3% cap, therefore the COLA percentage is 0.9%.

Example two: For COLA Payment Year 1, the agreement year is 1 September 2022 to 31 August 2023. The wage increase under the Agreement is 4% on 1 September 2022. In April 2023, the ABS releases the CPI figure for March 2023 as 7.5%. The COLA Payment is calculated as the difference between 4% and 7.5%, i.e. 3.5%. However, because the COLA Payment is capped at 3%, the COLA percentage is 3%.

(c) Step three

- (i) To calculate an eligible employee's COLA Payment, the relevant employee's base wages for the agreement year are adjusted to determine what their base wages would have been if the relevant wage increase under the Agreement had not been applied for that agreement year. This is done by using the following formula to first determine the value of 'a':
- (ii) $a = 100 / (1 + \text{relevant wage increase under the Agreement expressed as a decimal})$
- (iii) Then the relevant employee's base wages are then multiplied by 'a', where 'a' is expressed as a percentage:
- (iv) *Example: The wage increase in the Agreement for that agreement year was 4% on 1 September 2022. The base wages payable to the relevant employee for the agreement year from 1 September 2022 to 31 August 2023 is \$90,000. The calculation occurs as follows:*
- i. $a = 100 / (1 + 0.04)$
 - ii. $a = 96.1538$
 - iii. $\$90,000 \text{ adjusted by } 96.1538\% = \$86,538.42;$

(d) Step four

- (i) The figure from clause 3.3 is then multiplied by the COLA Percentage calculated in clause 3.2 to determine the particular employee's COLA Payment for that agreement year.
- (ii) *Example: The COLA percentage is 3%.*
- i. $\$86,538.42 \text{ multiplied by } 3\% = \$2,596.15$

- (iii) COLA Payments are one-off, do not form part of base salary and will be taxed according to the applicable law.

2.3.4 Timing of information and payments

- (a) For eligible employees under clause 2.2, if payable, the relevant COLA Payment will be made within three months following the relevant calculation date and release of the CPI.
- (b) For eligible employees under clause 2.3, if payable, the relevant COLA Payment will be made within three months of the employee providing the notice of their employment pursuant to clause 2.3.
- (c) Queensland Health will provide advice to unions and employees covered by this Agreement on the timing of payroll processing for each COLA payment.

2.4 Superannuation

- 2.4.1 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.
- 2.4.2 Where an employee has not chosen a fund in accordance with clause 2.4.1 above, the employer must make superannuation contributions for the employee (including salary packaging contributions) to the Government Division of Australian Retirement Trust (known as QSuper).
- 2.4.3 The choice must be made in a form determined by the employer or in any standard form released by the Australian Taxation Office (ATO). 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.
- 2.4.4 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 rate prescribed by regulation under section 23 of the *Superannuation (State Public Sector) Act 1990* (S(SPS) Act 1990) or, in absence of a regulation, as prescribed under section 64 of the S(SPS) Act 1990.

2.5 Salary Sacrificing/Packaging

- 2.5.1 An employee may elect to salary package 50% of salary payable under this Agreement, and also where applicable the payments payable via the employer to the employee under the *Paid Parental Leave Act 2010* (Cth).
- 2.5.2 Despite Clause 2.5.1 above, employees may salary package up to 100% of their salary for superannuation.
- 2.5.3 The individual salary packaging 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 packaging arrangements, subject to the relevant industrial legislation.
- 2.5.4 For the purposes of determining what remuneration may be packaged under this clause, 'Salary' means the salary payable under Schedule 1 to this Agreement, and also where applicable the payments payable via the employer to the employee under the *Paid Parental Leave Act 2010* (Cth).
- 2.5.5 Salary packaging arrangements will be made available to the following employees covered by this Agreement in accordance with Office of Industrial Relations (OIR) Circular C2-22 (Arrangements for Salary Packaging) and any other relevant OIR 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 IR Act.
- 2.5.6 Fringe Benefits Tax (FBT) Exemption Cap: The FBT exemption cap is a tax concession under the *Fringe Benefits Tax Assessment Act 1986* (Cth) for limited categories of employers. The FBT exemption cap is not an employee entitlement. The manner of the application of the FBT exemption cap is determined by the employer in accordance with the FBT legislation. Under the FBT legislation, to be eligible for the FBT exemption cap at the time fringe benefits are provided, the duties of the employment of an employee must be exclusively performed in, or in connection with, a public hospital or predominantly involved in connection with public ambulance services.
- 2.5.7 Where an employee who is ineligible for the FBT exemption cap packages benefits attracting FBT, the employee will be liable for such FBT.
- 2.5.8 Under the FBT legislation, the FBT exemption cap applies to all taxable fringe benefits provided by the employer, whether through the salary packaging arrangements or otherwise. Where an employee who is eligible for the FBT exemption cap packages 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 packaging arrangements. To remove any doubt, any benefits provided by the employer separate from the salary packaging arrangements take first priority in applying the FBT exemption cap.
- 2.5.9 Where the employee has elected to salary package a portion of the payable salary:
- (a) subject to ATO requirements, the packaged portion will reduce the salary subject to appropriate tax withholding deductions by the amount packaged;
 - (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 packaging arrangements;
 - (c) salary packaging 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 packaging arrangements.
- 2.5.10 The following principles will apply to employees who avail themselves of salary packaging:
- (a) no cost to the employer, either directly or indirectly;
 - (b) as part of the salary packaging arrangements, the costs for administering the package via a salary packaging bureau service, and including any applicable FBT, will be met without delay by the participating employee;
 - (c) there will be no additional increase in costs or to FBT payments made by the employer that would not otherwise be payable had the employee not engaged in salary packaging arrangements;
 - (d) the employee may cancel any salary packaging 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 packaging arrangements; and
 - (f) there will be no significant additional administrative workload or other ongoing costs to the employer.

2.6 Allowances

- 2.6.1 The following allowances will be increased by 4% per annum from 1 September 2022, 4% per annum from 1 September 2023 and 3% per annum from 1 September 2024

Allowances	Clause/Policy	From 1 September 2022	From 1 September 2023	From 1 September 2024
Fortnightly Allowances				
Uniforms Allowance 1 st Year	HHSGE Award clause 30	\$12.25	\$12.74	\$13.12
Uniforms Allowance Subsequent Years	HHSGE Award clause 30	\$6.08	\$6.32	\$6.51
Uniforms Allowance Hospital Alcohol and Drug Service (HADS) 1 st Year	HHSGE Award clause 30	\$11.19	\$11.64	\$11.99
Uniforms Allowance HADS Subsequent Years	HHSGE Award clause 30	\$5.61	\$5.83	\$6.00
X-Ray Allowance	HR Policy C15	\$25.94	\$26.98	\$27.78
Weekly Allowances				
Coronial Autopsy Allowance	HR Policy C15	\$234.88	\$244.28	\$251.61
Environmental Allowance	HR Policy C30	\$29.17	\$30.34	\$31.25
Mental Health Allowance	HR Policy C29	\$15.50	\$16.12	\$16.60
Daily Allowances				
Foul Linen Allowance	HHSGE Award clause 13.3	\$2.18	\$2.27	\$2.34
Per Instance Allowance				
Coronial Autopsy Allowance (Per Autopsy)	HR Policy C15	\$37.59	\$39.09	\$40.26

2.7 Prison Allowance

- 2.7.1 The prison allowance applies to employees who are required to work within the bounds of a Queensland Corrective Services (QCS) centre, including:

- (a) Arthur Gorrie Correctional Centre
- (b) Borallon Training and Correctional Centre
- (c) Brisbane Correctional Centre
- (d) Brisbane Women's Correctional Centre
- (e) Capricornia Correctional Centre
- (f) Helana Jones Centre
- (g) Lotus Glen Correctional Centre
- (h) Maryborough Correctional Centre
- (i) Numinbah Correctional Centre
- (j) Palen Creek Correctional Centre

- (k) Princess Alexandra Hospital Secure Unit
- (l) Southern Queensland Correctional Centre
- (m) Townsville Correctional Centre
- (n) Wolston Correctional Centre
- (o) Woodford Correctional Centre

- 2.7.2 The allowance is to be paid per day while so employed is \$4.67 and shall be adjusted in the same manner as those allowances specified at clause 13.10(a) of the *Hospital and Health Services General Employees (Queensland Health) Award – State 2015*.
- 2.7.3 This clause will not apply to employees in receipt of the allowances provided under the *HR Policy C29 Mental health allowance – Administrative, operational and BEMS stream employees* or *HR Policy C30 Environmental allowance – Mental health high security and medium secure units*.
- 2.7.4 Where a new QCS facility is opened during the life of this Agreement or additional facilities are identified, the prison allowance will apply.

2.8 Forklift Allowance and License Reimbursement

- 2.8.1 The forklift allowance applies to employees required to hold a forklift license to perform their duties. The allowance will be paid at the rate of \$15 per week. This will be paid pro-rata for part time and casual employees.
- 2.8.2 Employees required to hold a forklift license to perform their duties will be reimbursed the cost of the forklift license.

2.9 Professional Officer Professional Development Allowance

- 2.9.1 The professional development allowance (PDA) applies to Professional Officer Stream roles whose employees are required to maintain continuing professional development (CPD) to complete their roles (examples include legal, engineering, Health Information Managers and Physician Assistants).
- 2.9.2 The PDA will be paid directly into the professional officers 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. Permanent part-time professional officers are entitled to professional development allowance on a pro rata basis.
- 2.9.3 Allowance rates are provided in the table below and are in addition to amounts provided in Schedule 5.

	From Date of Certification	From 1 September 2023	From 1 September 2024
Professional Officer Professional Development allowance	\$500.00	\$520.00	\$535.60

2.10 Truck and Bus Driving Allowances

- 2.10.1 OO2 truck drivers who hold a heavy combination (HC), or multi-combination (MC) licence and who drive a semi-trailer of nine tonnes gross vehicle mass or greater will receive the “Semi-Trailer Allowance”.
- 2.10.2 OO2 truck drivers who hold a heavy rigid (HR), HC, or MC licence and who drive a truck of six tonnes gross vehicle mass or greater will receive the “Heavy Rigid Licence Allowance”.
- 2.10.3 OO2 truck drivers who are not eligible to receive the “Semi-Trailer Allowance” or “Heavy Rigid Licence Allowance” will receive the “OO2 Truck Driver Industry Allowance”

- 2.10.4 OO2 bus drivers driving a bus which requires either a light rigid (LR) or medium rigid (MR) Licence will also receive the “OO2 Truck Driver Industry Allowance”.
- 2.10.5 The allowances provided in in clauses 2.10.1 - 2.10.4 are payable on hours worked including overtime and shall also apply to OO3 and OO4 Transport Supervisors where the driving time is four hours or more per day.

Category (per hour)	From 1 September 2022	From 1 September 2023	From 1 September 2024
Semi-Trailer Allowance	\$1.44	\$1.50	\$1.55
Heavy Rigid Licence Allowance	\$1.09	\$1.13	\$1.17
OO2 Truck Driver Industry Allowance	\$0.76	\$0.79	\$0.81

2.11 Targeted Training Allowance

- 2.11.1 The parties are committed to recognising the skill and knowledge of operational and administrative stream employees through the payment of a targeted training allowance. To meet this commitment, the employer will continue to apply HR Policies G13 and G14. Clauses 8.1 and 8.2 provide training and development opportunities for administration and operational stream employees to obtain a relevant qualification.
- 2.11.2 A targeted training allowance is available for administrative and operational stream employees who meet the following requirements.
- (a) possess a higher competency-based qualification which is relevant to the administrative or operational stream including any Australian university degree level qualification, as provided in the table at clause 2.11.3 for administrative stream employees and table at clause 2.11.4 for operational stream employees;
 - (b) have reached the maximum paypoint of the specified classification level in the administrative or operational stream; and
 - (c) spent one calendar year (or equivalent) on the maximum paypoint.
- 2.11.3 The allowances will be increased by 4% per annum from 1 September 2022, 4% per annum from 1 September 2023 and 3% per annum from 1 September 2024 .
- 2.11.4 The following targeted training allowance shall be paid to administrative employees who meet the targeted training requirements outlined in HR Policy G14.

Classification level	Qualification	Per fortnight from 1 September 2022	Per fortnight from 1 September 2023	Per fortnight from 1 September 2024
AO2	Certificate III (AQF III) or higher	\$72.60	\$75.50	\$77.77
AO3	Certificate IV (AQF IV) or higher	\$74.79	\$77.78	\$80.11
AO4	Diploma (AQF V) or higher	\$78.04	\$81.16	\$83.59

- 2.11.5 The following targeted training allowance shall be paid to operational stream employees who meet the targeted training requirements outlined in HR Policy G13.

Classification level	Qualification	Per fortnight from 1 September 2022	Per fortnight from 1 September 2023	Per fortnight from 1 September 2024
OO2(4) Low	AQF Certificate II	\$38.60	\$40.10	\$41.30

OO2(4) High	AQF Certificate III or higher	\$76.20	\$79.20	\$81.57
OO3(4) Low	AQF Certificate III	\$45.54	\$47.36	\$48.78
OO3(4) High	AQF Certificate IV or higher	\$74.79	\$77.78	\$80.11
OO4(4) Low	AQF Certificate IV	\$36.05	\$37.49	\$38.61
OO4(4) High	AQF Diploma or higher	\$78.04	\$81.16	\$83.59

2.12 Workplace Assessors

- 2.12.1 Employees that are not eligible to receive the operational stream targeted training allowance, but possess the Certificate IV in Workplace Assessment, will receive an all purpose allowance of \$2.15 per hour while undertaking approved assessment/s. This allowance will not be payable once the employee becomes eligible to receive the targeted training allowance.

2.13 Clinical Coders Allowance

- 2.13.1 Any AO3 Clinical Coder who completes the HIMAA Intermediate level ICD-10-AM training or agreed equivalent will be entitled to receive an allowance of \$100 per week. The allowance will be payable to staff members who have been on AO3(4) for 12 months or more but have not completed the course. Those who are not yet at AO3(4) will be funded by the Department or a HHS to do the Intermediate level ICD-10-AM training course on request.

- 2.13.2 A clinical coding allowance of \$150 per week will be provided to clinical coding workforce roles and will be pro-rata for part time employees. The allowance will also be provided pro-rata to other employees who perform clinical coding duties and associated tasks for a portion of their week for the time spent undertaking these duties.

- (a) Clinical coding workforce roles include clinical coders, auditors, coding quality roles and coding managers.

Example: If an employee that is not in a clinical coding workforce role undertakes mixed duties such as clinical coding and management, they will be paid the allowance only for the time spent undertaking clinical coding duties, and this will be considered as an average over the week e.g. it may be considered management duties are undertaken for 40% of the time and clinical coding for 60% of the time and as such the employee would be paid \$90 per week based on the average being three days of undertaking clinical coding duties.

2.14 Locality Allowance

- 2.14.1 The *Minister for Industrial Relations Directive 16/18: Locality Allowance (Directive 16/18)* applies to all Administrative Officer and Operational Officer employees covered by this Agreement, working on Mornington Island, Palm Island, and the Torres Strait Islands.
- 2.14.2 Those administrative and operational stream employees working on Boigu Island are to receive the applicable Directive 16/18 rate payable for Badu Island.
- 2.14.3 Those administrative and operational stream employees working on Horn Island are to receive the applicable Directive 16/18 rate payable for Thursday Island.
- 2.14.4 QAS employees will continue to receive locality allowances at the rates provided for in clause 2.8(2) of the *State Government Entities Certified Agreement 2019* (or replacement).

PART 3 - INDUSTRIAL RELATIONS MATTERS AND CONSULTATION

3.1 Collective Industrial Relations

- 3.1.1 The employer is committed to collective agreements with unions and does not support non-union agreements. The employer is committed to the Queensland Government Commitment to Union

Encouragement Policy and *HR Policy F4 Union Encouragement* and the Union Encouragement Guideline. The employer will communicate these commitments to employees at all levels, in all work units and at all localities.

- 3.1.2 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.
- 3.1.3 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. It is expected both management and unions adopt a problem-solving approach where there is disagreement about these matters.
- 3.1.4 Additional arrangements regarding union encouragement are contained in the *HR Policy F4 Union Encouragement* as listed in Schedule 2 to this Agreement.
- 3.1.5 The employer acknowledges the constructive role democratically elected union delegates undertake in the workplace in relation to union activities that support and assist members. That role is to be formally recognised, accepted and supported to participate effectively in consultative structures, perform a representative role, and further the effective operation of grievance and dispute settlement procedures.
- 3.1.6 Employees will be given full access to union delegates/officials during working hours to discuss any employment or industrial matter, or seek union advice or representation, provided that disruption to service delivery is minimised and work requirements are not unduly affected. Where either party has concerns, these should be discussed to enable access provided in accordance with the requirements of this clause.
- 3.1.7 As part of the employers' commitment to Union Encouragement, union officials are to be given the opportunity to discuss union membership with new employees and provide employees with relevant union material, including membership forms. Unions will be provided with dedicated time to present to the new starters during orientation programs, and/or allow union representatives to discuss union membership with new employees during working hours.
- 3.1.8 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. Reliable facilities available for delegate use includes: telephone, computer, internet, e-mail, 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.

3.2 Commitment to Consultation

- 3.2.1 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.
- 3.2.2 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 and seek appropriate advice from their union and respond to such information.
- 3.2.3 "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).
- 3.2.4 "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.].
- 3.2.5 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.

3.3 EB11 Implementation Group (EB11IG)

- 3.3.1 The EB11IG, for the purpose of implementing this Agreement, will comprise employer and union representatives who are parties to this Agreement. The role of the EB11IG will include EB11 matters referred by the Health Consultative Forums (HCFs) or their equivalent. Industrial relations compliance will be a standing agenda item on the EB11IG agenda.
- 3.3.2 Where appropriate, sub groups of the EB11IG will be established or maintained, for example the Operational Services Manual Review Group. The structure and role of the EB11IG and sub groups cannot be amended unless agreed by the parties.
- 3.3.3 The terms of reference of EB11IG will be amended so that EB11IG meetings are scheduled together with) Operational Stream Oversight Committee (OSOC) meetings.

3.4 Operational Stream Oversight Committee (OSOC)

- 3.3.4 The parties to this Agreement acknowledge the constructive role OSOC plays in the review of work practices, workloads, career structure and training matters for the Operational Services stream.
- 3.3.5 The parties agree that during the life of the Agreement, OSOC will specifically address items including but not limited to work practices, workloads, ensuring appropriate career structures and training opportunities are readily accessible and available to all Operational Stream employees.
- 3.3.6 The Department and HHS intend to achieve its objective of ensuring OSOC continues as a viable and effective forum, achieved by enabling for a direction to be sent from the Director-General to HHS CEO's reminding them of the requirement to comply with OSOC outcomes and consistent application of EB provisions and HR policies, including the Operational Services Manual.
- 3.3.7 The terms of reference of OSOC will be amended so that OSOC meetings are scheduled together with EB11IG meetings. Specific OSOC content and representation shall be maintained. The minimum quorum requirement for union representatives is three.
- 3.3.8 The employer maintains its commitment to involving employees and their union representatives in the decision-making processes affecting the workplace. As part of this commitment, the parties acknowledge the important role that OSOC is able to play in ensuring the proper implementation of policies and observance of industrial obligations in the workplace (such as those pertaining to recruitment of base-grade operational stream employees, the translation of operational stream employees from casual to permanent status, the granting of meritorious sick leave, replacement of existing staff and replacement of staff on leave). A union may refer a concern about these matters to OSOC. Where such a referral is made, OSOC may give consideration to systemic strategies for addressing the concern (such as a recommendation to executive management to issue a direction reminding managers of the appropriate manner in which a policy should be implemented). The performance of such a role by OSOC will not replace or interfere with existing employee grievance or other dispute resolution procedures.

3.5 Health Consultative Forums (HCF)

- 3.5.1 The Health Consultative Forums (HCFs) (or their equivalent) will operate in accordance with the Terms of Reference (TOR) agreed by the Reform Consultative Group 21 December 2020 or as updated from time to time.
- 3.5.2 HCF TOR shall have the following standing agenda items:
 - organisational change
 - contracting
 - tabling of all new or amended employment policies and employment guidelines
 - attraction and retention
 - workload management
 - equity considerations
 - general business

- 3.5.3 On a quarterly basis the HCF will discuss issues that impact on employees, including but not limited to the following:
- serious incidents;
 - risk register;
 - strategies to minimise workplace health and safety risks; and
 - workplace health and safety training.
- 3.5.4 To assist discussions on these topics, information will be collected from the HHS Workplace Health and Safety Committee.
- 3.5.5 Management will provide, the HCF (or equivalent), a contracting report on a quarterly basis detailing the:
- Contract title
 - Contract supplier
 - Services provided
 - Location services provided
 - Contract end date
 - Contract extension Y/N
 - Review date (if known)
- 3.5.6 The Reform Consultative Group will evaluate the effectiveness of, and modify where necessary, all consultative forums during the life of the Agreement.

3.6 Reporting

- 3.6.1 The Department will provide electronic reports on a quarterly basis to relevant unions detailing:

Report	Detail
Employment by type <ul style="list-style-type: none"> • Permanent employees • Temporary employees • Casual employees • New starters 	<ul style="list-style-type: none"> • Name • Position Number • 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: <ul style="list-style-type: none"> • One month for base grade vacancies; or • Three months for non-base grade vacancies 	<ul style="list-style-type: none"> • Job title • Work location • Where vacant positions have been abolished through business case for change, the name of the business case for change
Resignations	<ul style="list-style-type: none"> • Job title • Work location • Date of separation
Equal Employment Opportunity reporting <ul style="list-style-type: none"> • Non English-speaking background employees • Aboriginal and Torres Strait Islander employees • Employees with disabilities 	<ul style="list-style-type: none"> • Stream employed • Number of employees (FTE) • Percentage by stream
Attraction and Retention Incentive Payments	<ul style="list-style-type: none"> • Position • Discipline • Work location • Percentage of payment • Start and end date of payment
Equity data	<ul style="list-style-type: none"> • Progress graph

- 3.6.2 The provision of all staff information to relevant unions shall be consistent with the principles outlined at section 350 of the IR Act.
- 3.6.3 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.
- 3.6.4 The local organiser/delegate may request from relevant local HR/line manager and will be provided a report of relevant employee resignations to assist in monitoring of timeframes within three days.

3.7 Union Briefing

- 3.7.1 The Department will brief unions at least twice a year in respect of the budget situation of the Department and each HHS and report on employee numbers in the Department and each HHS by stream.

3.8 Payroll Working Group

- 3.8.1 The payroll working group, comprising of representatives of the Department, HHSs, Payroll Services and unions will be formed.
- 3.8.2 The role of the working group is to:
 - (a) review and amend policies and guidelines relevant to payroll processing;
 - (b) create a process map to identify the process an employee can undertake if their pay isn't correct; and
 - (c) identify opportunities to simplify and streamline this process to ensure employees pays are corrected in a timely manner.
- 3.8.3 Within three months of certification of the Agreement, the payroll working group will determine an appropriate use of ad hoc payments where an employee's pay is not correct.
- 3.8.4 Following all reasonable steps being undertaken locally, there is a single payroll point of contact for union officials to escalate concerns and assist with the timely resolution of payroll errors.

PART 4 - ORGANISATIONAL CHANGE AND RESTRUCTURING

4.1 Organisational Change and Restructuring

- 4.1.1 Prior to implementation, all proposed 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 Organisational 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 a guideline to be applied according to the circumstances.
- 4.1.2 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.
- 4.1.3 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.
- 4.1.4 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.

- 4.1.5 There will be no downgrading of positions during the life of the Agreement other than through organisational change processes.
- 4.1.6 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 EB11IG for resolution.
- 4.1.7 The employer commits to provide a just transition for workers who will be impacted by the introduction of new technology. The employer will ensure early identification and engagement of employees likely to be affected by the future introduction of technology, prepare workers for the change, and provide appropriate support to workers who are likely to be impacted. This support may include planning with workers to transition to new roles in Queensland Health.
- 4.1.8 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.
- 4.1.9 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 union/s.
- 4.1.10 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.
- 4.1.11 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.
- 4.1.12 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.
- 4.1.13 Consultative arrangements required to be followed in the management of any organisational change and restructuring proposal will be in accordance with the Queensland Health Organisational Change Management Guidelines which includes consultation with all relevant unions.

PART 5 - WORKLOAD MANAGEMENT

5.1 Workload Management

- 5.1.1 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.
- 5.1.2 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.
- 5.1.3 Management will actively balance the reasonable workload of staff and the effective and efficient delivery of health services.

- 5.1.4 The parties agree that appropriate strategies, work practices and staffing levels (including backfilling of staff) will minimise the effects of excessive workloads and/or case loads.
- 5.1.5 The parties agree to use the workforce workload management kit developed during the life of EB9 to raise, investigate, resolve and monitor workload concerns.
- 5.1.6 The parties further agree that a sub-committee of the EB11IG 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.
- 5.1.7 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 workforce workload management kit 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 EB11IG for consideration and resolution.
- 5.1.8 Best practice models for workload management identified through these processes will be promulgated through the employer's facilities.

5.2 Process to Address Absences within Operational Services

- 5.2.1 All absences (planned and unplanned) within Operational Services will be backfilled. The options to backfill may include but are not limited to:
 - (a) Offering additional ordinary hours to Part-Time employees,
 - (b) Offering additional work to Casual employees,
 - (c) The application of Relief Pool staff,
 - (d) The use of Overtime,
 - (e) Utilisation of temporary engagement (e.g. extended period of absence).
- 5.2.2 Notwithstanding clause 5.2.1, the parties acknowledge that not all positions will be backfilled on all occasions, and they will collaborate in good faith to develop strategies to ensure positions are backfilled.
 - (a) Where the employer has a site that is unable to fill unplanned absences, such unplanned absences shall be recorded and referred to the Local Consultative Forum (LCF) and the relevant union/s. The parties shall genuinely consult and develop strategies to ensure that all unplanned absences are filled consistent with clause 5.2.1.
 - (b) The OSOC will be responsible for developing and approving the process to support this ongoing reporting requirements to the LCF.
- 5.2.3 Notwithstanding provisions of clause 5.2.1, the parties acknowledge that for unplanned absences there may be some circumstances where roles may not require immediate backfill. eg: Christmas closure, reduction in demand.
- 5.2.4 The LCF and the relevant union/s will agree on the roles and/or circumstances as outlined in 5.2.3 that may not require immediate backfill. To facilitate agreement the employer will develop a list of roles and/or circumstance they propose does not require immediate backfill. Neither party shall unreasonably withhold agreement.

5.3 Operational Stream Relief Pools

- 5.3.1 The employer commits to establishing an operational duties relief pool within a HHS for the purpose of backfilling of vacant positions across thatHHS. The establishment of a relief pool will ensure:
 - (a) The provision of work by relief pool staff may occur across HHS facilities.

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

5.4 Strategic Operational Services Unit

- 5.4.1 The employer commits to the continuation of a statewide unit to address strategic services issues.

PART 6 - EMPLOYMENT SECURITY AND CONTRACTING

6.1 Employment Security

- 6.1.1 The parties agree that the Queensland Government's Employment Security Policy applies. The employer is committed to employment security for its permanent employees. This clause is to be read in conjunction with the Queensland Government's Employment Security Policy.
- 6.1.2 The parties acknowledge that employment security for employees assists in ensuring workforce stability, cohesion and motivation and hence is central to achieving the objectives of this Agreement.
- 6.1.3 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.
- 6.1.4 Volunteers, other unpaid persons or trainees will not be used to fill funded vacant positions.
- 6.1.5 The employer is the preferred provider of public health services for the Government and the community.
- 6.1.6 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 EB11IG for attention.
- 6.1.7 The employer acknowledges that casual employees, other than short term casual employees as defined by the IR Act, have rights to unfair dismissal entitlements in accordance with the provisions of the relevant legislation.
- 6.1.8 Nothing in this Agreement will prevent the provision of public health clinical services, which are provided by the private sector, because they are not able to be provided by the public sector.

6.2 Permanent Employment

- 6.2.1 The parties recognise that permanent employment is the default of engagement under this Agreement and are committed to maximising permanent employment where possible. Non-permanent 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.

6.3 Permanent Employment for Fixed Term Temporary and Casual Employees

- 6.3.1 The parties are committed to maximising permanent employment opportunities for non-permanent employees. The parties agree to implement the whole-of-government Directive and policy which implements section 114 of the *Public Sector Act 2022* (PS Act).
- 6.3.2 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.
- 6.3.3 Where employees are engaged on a fixed term temporary basis, contracts of employment should reflect the actual duration of the engagement and the reason for the engagement being temporary. Recruitment of fixed term temporary employees is to be in accordance with *HR Policies B1*

Recruitment and selection policy, B24 Appointments – Permanent and /or Fixed term temporary – Commonwealth and/or State Funded Programs, B25 Fixed term temporary employment and B52 Conversion of temporary employees to permanent status.

- 6.3.4 Where employees are engaged on a casual basis, the engagement should be in accordance with *HR Policy B26 Casual Employment*.

6.4 Fixed Term Temporary and Casual Conversion Panel Review Process

- 6.4.1 A fixed term 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 the decision maker in accordance with *Public Service Commission Directive 02/23: Review of non-permanent employment*;
 - (b) the outcome of the review decision has notified to the employee in accordance with section 114 of the PS Act;
 - (c) an appeal under section 131 of the PS Act has not been made; and
 - (d) the 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.
- 6.4.2 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 be conducted. In this case the temporary employee review outcome becomes a preliminary decision.
- 6.4.3 Within 14 days of receiving the request under clause 6.4.2, the nominated Human Resources Branch (HRB) representative must hold a conference for the purposes of conducting a review of the preliminary decision. The members for the purposes of this conference will comprise of the HHS or Division representative(s); the Department; and the notifier.
- 6.4.4 The notifier and HHS or Division representative will provide all relevant materials of the preliminary decision to the nominated HRB representative in advance of the conference.
- 6.4.5 The purpose of the conference is to attempt to reach consensus on the preliminary decision to convert or not to convert.
- 6.4.6 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.
- 6.4.7 If at the conference consensus cannot be reached between the parties, the HRB, 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.
- 6.4.8 Where consensus cannot be reached between the parties or HRB 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.
- 6.4.9 Where a notifier withdraws their request for an Internal Panel Review Process or where the notifier commences an appeal under section 131 of the PS Act prior to the conference being held, this process is taken to be terminated.
- 6.4.10 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 EB11IG on a quarterly basis.

- 6.4.11 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 QIRC for assistance.

6.5 Contracting Out

- 6.5.1 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.
- 6.5.2 There will be no contracting out, outsourcing or leasing of operational services provided by employees engaged in operational roles and covered under the operational stream during the life of the Agreement. This also applies to new or expanding services.
- 6.5.3 For employees of other streams, there will be no contracting out or leasing of other 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.
- 6.5.4 The employer agrees that it will include as a condition of all future labour contracts a requirement for contractors to pay wage rates, which are no less favourable in aggregate for a comparable EB10 employee as at 1 March 2022. This provision will apply to all relevant tenders called and relevant contracts entered into on or after the date of the certification of this Agreement.
- 6.5.5 Any dispute between the parties arising out of this clause will be dealt with in accordance with clause 1.12 of this Agreement.
- 6.5.6 In circumstances where contracting out occurs due to the existing workforce not having the required skill set to undertake the project or roles required, contracts should include skills and knowledge transfer as part of the contract conditions where there is a requirement for ongoing use of those skills/knowledge.

Consultation Processes - General

- 6.5.7 Where the employer seeks to contract out or lease current services, 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.
- 6.5.8 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.
- 6.5.9 If, after full consultation as outlined above, employees are affected by the necessity to contract out or lease current services, the employer will:
- negotiate with relevant union/s employment arrangements to assist employees to move to employment with the contractor;
 - ensure that employees are given the option to take up employment with the contractor;
 - ensure that employees are given the option to accept deployment/redeployment with the employer; and
 - ensure that as a last resort, employees are given the option of accepting voluntary early retirement.

EB11IG Approval

- 6.5.10 Regarding the lack of available infrastructure capital and the cost of providing technology, and 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 EB11IG, provided that such agreement will not unreasonably be withheld.

Consultation Processes – Emergent Circumstances

- 6.5.11 The employer can contract out or lease current services without reference to the EB11IG 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.
- 6.5.12 In all cases information must be provided to the next EB11IG for review in relation to these cases and to assist in determining strategies to resolve any issues that arise. These circumstances would include:
- in the event of critical shortages of skilled staff; or
 - extraordinary or unforeseen circumstances.

6.6 Insourcing/Contracting In

- 6.6.1 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.
- 6.6.2 Insourcing opportunities exclude those contracted out services currently being performed under a contract. A viability assessment process for work currently outsourced to contractors must be completed no less than six months prior to the expiry of the contract unless otherwise agreed between the parties and subject to any legislative requirements. Where the contract contains the option to extend, viability assessments must be completed six months prior to the opt-in date for the extension.

Example one – A five year contract expiring on 30 November 2025 is to have a viability assessment undertaken by 31 May 2025.

Example two – A three year contract expiring on 1 January 2025. The contract contains the option to extend by two years provided notice is given at least 6 months' prior to the contract end date. A viability assessment is to be undertaken by 1 January 2024 (e.g. 6 months' prior to the opt-in date).

- (a) An option to extend the contract will not impact upon the obligation to undertake the viability assessment six months prior to the opt in date for the extension.
 - (b) To remove any doubt, the contract expiration date is the current end date of the contract, not inclusive of options to extend.
 - (c) This process will not prevent the use of contract extension clauses while this process continues.
- 6.6.3 Insourcing will occur where the viability assessment process demonstrates that work is competitive on an overall basis, including quality and the cost of purchase and maintenance of any equipment required to perform the work. Where the employer requires that insourced 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. Work may still be considered viable to be insourced where there is a greater cost to provide the service with a directly employed workforce.
- 6.6.4 The parties will establish an agreed viability assessment template within six months of certification. The parties recognise the mechanism to consider and document insourcing service opportunities, is the use of the agreed viability assessment template.
- 6.6.5 Where deployees are identified who are suitable to perform the work of a current outsourced service which is undergoing the viability assessment prescribed at clauses 6.6.2 and 6.6.3, the placement of these deployees will be a favorable consideration in the viability assessment.

- 6.6.6 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.
- 6.6.7 In the case of the Operational Stream, the parties agree that the following process will be utilised to assist operational services employees 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 operational stream employees in the preparation of business cases;
 - (c) include a mechanism for monitoring and continuous improvement; and
 - (d) ensure that these mechanisms are relevant and appropriate.
- 6.6.8 The employer will consult with the relevant unions advising the date a viability assessment is to begin. Once a decision has been made by the employer subject to a viability assessment in accordance with clauses 6.6.2 and 6.6.3 the outcome and relevant supporting documentation will be communicated to the relevant union/s prior to implementation. Neither party will seek to disrupt or delay the implementation of the approved outcome. Should the relevant union consider that a fair comparison has not been made then the matter should be referred to the EB11IG for resolution. This must occur in a timely manner.
- 6.6.9 The employer's preferred policy position is to insource 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.
- 6.6.10 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.

6.7 Colocation

- 6.7.1 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 colocated site. This will not prevent the public sector providing services to the private hospitals.
- 6.7.2 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 Department and HHS levels to facilitate information and consultation on appropriate issues with health unions on colocation issues. These processes will continue. If it is intended that there are further colocations of public and private health services, full consultation will occur at the outset with the relevant unions.

PART 7 - WORKPLACE HEALTH AND SAFETY

7.1 Workplace Health and Safety

- 7.1.1 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* (WHS Act).
- 7.1.2 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.

- 7.1.3 The Queensland Health Work Health and Safety Advisory Committee comprising representatives of the Department and HHSs and the public health sector unions, will:
- (a) support the effective consultation by the employer with workers, unions, and health and safety representatives (HSRs), to improve decision-making about health and safety matters and assist in reducing work-related injuries and illness;
 - (b) improve how the parties work together to eliminate or minimise risks, so far as is reasonably practicable;
 - (c) determine how to best provide information, training, instruction and supervision to protect workers from risks to their health and safety; and
 - (d) provide oversight on the progress of work health and safety issues.
- The safety advisory committee will receive regular reports on the status of reported safety issues.
- 7.1.4 Work health and safety disputes that are unresolved at the local level in accordance with clause 1.11.5(b) may be escalated to the Queensland Health Work Health and Safety Advisory Committee for resolution.
- 7.1.5 Further, without limiting the issues which may be included, the parties agree to address the following hazards and issues:
- (a) aggressive behaviour management;
 - (b) fatigue risk management;
 - (c) guidelines for work arrangements (including hours of work);
 - (d) guidelines on security for health care establishments;
 - (e) home care workers entering properties;
 - (f) injured workers to have the opportunity to be re-trained in alternative areas/departments;
 - (g) injury management;
 - (h) management of ill or injured employees;
 - (i) personal protective equipment;
 - (j) psychosocial issues and implementation of *Managing the risk of psychosocial hazards at work Code of Practice 2022*;
 - (k) security for administrative staff in frontline positions;
 - (l) supply of mobile phones for home care workers;
 - (m) the correct footwear is provided, or an appropriate allowance for staff to purchase footwear when working in callings where footwear is a critical safety issue e.g. laundries, kitchens and horticultural staff;
 - (n) workers' compensation;
 - (o) working off-site; and
 - (p) workplace bullying.
- 7.1.6 The employer is committed to the establishment of safety committees in accordance with the WHS Act.
- 7.1.7 Queensland Health will promote the role of Health and Safety Committees and the important role of health and safety representatives. Persons conducting a business or undertaking (PCBUs) will support requests for the establishment of Health and Safety Committees made in accordance with the WHS Act.
- 7.1.8 Workplace bullying will be a standing agenda item for safety committees.
- 7.1.9 The parties commit to working collaboratively to promote and implement the *Workplace Health and Safety Queensland Work health and safety consultation, cooperation and coordination Code of Practice 2021*.
- 7.1.10 The parties acknowledge that fatigue risk management is a health and safety issue and will manage it in accordance and legislative health and safety obligations.
- 7.1.11 The parties commit to ensure that appropriate feedback is provided to employees who raise workplace health and safety matters.

7.2 Psychosocial workplace audits

- 7.2.1 The parties to this Agreement are committed to support psychosocial workplace audits and risk assessments of workplaces as requested through a HCF either by an employer or a union party.
- 7.2.2 Agreed tools compliant with the approved Code of Practice under the WHS Act will be used to complete the psychosocial workplace audits.

PART 8 - TRAINING AND DEVELOPMENT

8.1 Targeted Training – Administrative and Operational Stream

- 8.1.1 The parties are committed to training and development opportunities for operational and administrative and stream employees. To meet this commitment, the employer will continue to implement targeted training as outlined in HR Policies G13 and G14. Upon completion of a relevant qualification, employees may be eligible for payment of the targeted training allowance at clause 2.11 of this Agreement.
- 8.1.2 The parties acknowledge that applicable employees should receive recognition and credit for their knowledge and skills through the recognition of current competencies (RCC) or the recognition of prior learning (RPL). This assessment of competencies may include skills from:
- work experience (including both work that is paid and unpaid);
 - life experience (for example leisure pursuits or voluntary work); and
 - previous study (including training programs at work, courses at school or college, and through adult education classes).

8.2 Administrative Employees Training and Development Education Incentive Fund

- 8.2.1 The Department, HHSs, QAS and the Office of the Health Ombudsman commit to establishing a training fund for AO2 to AO5 staff. The funds will be available for the Department, HHSs, QAS and the Office of the Health Ombudsman to be able to support AO2 to AO5 employees to attain an Australian Qualification Framework (AQF) level Certificate II to Certificate IV and Diploma in any relevant areas.
- 8.2.2 The process will involve the line manager and employee as part of the Performance Appraisal and Development (PAD) process identifying training suitable for developmental purposes. Funds will be provided to enable the backfilling of employees to attend day courses.
- 8.2.3 The number of eligible employees will be 200 places per year (totalling 600 places) for the life of the agreement for the Department, HHSs and QAS. The number of eligible employees will be two places per year (totalling six places) for the life of the agreement for the Office of the Health Ombudsman. An amount of up to \$1800 per qualification (including RPL, RCC processes and any outstanding modules) is available for each approved applicant under this fund.
- 8.2.4 The EB11IG will receive reports monthly about progress of the application of the fund for the Department, HHSs and QAS.

8.3 Operational Services Training and Development Education Incentive Fund

- 8.3.1 The Department and HHSs commits to the continuation of the training fund for OO2 to OO5 staff. The funds will be available for the Department and HHSs to be able to support OO2-OO5 employees to attain an AQF Certificate relevant to their role.
- 8.3.2 The process will involve the line manager and employee as part of the PAD process identifying training suitable for developmental purposes. Funds will be provided to enable the backfilling of employees to attend day courses.
- 8.3.3 The number of eligible employees will be 200 places per year (totalling 600 places) for the life of the agreement. An amount of up to \$1800 per qualification (including RPL, RCC processes and any outstanding modules) is available for each approved applicant under this fund.
- 8.3.4 The OSOC will receive reports monthly about progress of the application of the fund.

8.4 Security Officer Training

- 8.4.1 Queensland Health is committed to ensuring security officers receive two days of paid training within six months after certification.

PART 9 - EMPLOYMENT CONDITIONS

9.1 Provision of Uniform and Laundry Allowance

- 9.1.1 The parties agree in principle that employees not required to wear uniforms should not be entitled to uniform or laundry allowances.
- 9.1.2 Any groups where a uniform is being proposed will be addressed with the relevant union/s, having regard to the merits of the case, to determine whether it is reasonable that an allowance be paid in the circumstances.
- 9.1.3 The employer is committed to ensuring that fixed term temporary, part time and casual employees are provided with appropriate numbers of uniforms.

9.2 Access to Computers

- 9.2.1 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.

9.3 Parental Leave

- 9.3.1 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.
- 9.3.2 Further parental leave entitlements and conditions are outlined in *HR Policy C26 Parental Leave*.

9.4 Domestic and Family Violence

- 9.4.1 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.
- 9.4.2 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.
- 9.4.3 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 purposes 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*.
- 9.4.4 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.
- 9.4.5 The employer will continue to promote Queensland Health's commitment to supporting victims of domestic and family violence via their employee orientation and promote the Recognise, Respond, Refer domestic and family violence online training.

- 9.4.6 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*.
- 9.4.7 In accordance with the IR Act 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.
- 9.4.8 This entitlement, including provision for casual employees, will be administered in accordance with section 52 of the IR Act.
- 9.4.9 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.

9.5 Recreation Leave - Half-Pay

- 9.5.1 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.
- 9.5.2 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.

9.6 Purchased Leave

- 9.6.1 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.
- 9.6.2 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.

9.7 Leave Loading – Queensland Ambulance Service (QAS)

- 9.7.1 The parties agree that employees of the QAS will have their annual leave loading consolidated and paid during December of each year.

9.8 Long Service Leave

- 9.8.1 Long service leave entitlements and conditions are outlined in *HR Policy C38 Long Service Leave*.

9.9 Caring Responsibility

- 9.9.1 Employees will be able to utilise accrued sick leave for the purposes of family caring responsibilities (carer's leave).

9.10 Special Leave

- 9.10.1 The parties agree the *Minister for Employment and Industrial Relations Directive 05/17: Special Leave* applies to all employees covered by this Agreement.

9.11 Cultural Leave

- 9.11.1 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 IR Act.

9.12 Bereavement Leave for Aboriginal and/or Torres Strait Islander Employees

- 9.12.1 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.

9.13 Display of rosters

- 9.13.1 All employees (excluding employees where schedule 3 applies) 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.

9.14 Roster changes

- 9.14.1 The parties agree employees and their union/s may collectively request a roster change.
- 9.14.2 Usually such a request is made to address work life balance or fatigue issues but requests need not be limited to such issues.
- 9.14.3 The employer is committed to working with its employees and their union/s to address any rostering practices or concerns.
- 9.14.4 The employer will genuinely engage with employees and their union representatives through consultation on addressing the concerns and the design of any proposed new roster. The employer will not unreasonably withhold agreement from the relevant union in relation to such proposed rosters.
- 9.14.5 Any roster implemented through this process must be mutually agreed between union/s and the employer.
- 9.14.6 Notwithstanding the provisions 9.14.1 to 9.14.5, clause 15.2(a) of the *Hospital and Health Service General Employees (Queensland Health) Award – State 2015* shall apply to the parties covered by this Award.

9.15 Afternoon Shift Penalties for Shift Workers

- 9.15.1 Where shifts commence at or after 11am and finish after 6pm, such shifts shall be paid shift penalties for all hours from 12pm, as if those hours are an afternoon shift.

9.16 Rostering of Accumulated Days Off (ADO)

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

9.17 No Loss of Show Day

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

Example: Bill's usual place of work is at the RBWH. On the 21 August he is in Cairns on work related business. The 21 August is the Ekka Show day for the greater Brisbane area. Bill is therefore entitled to a day off in lieu.

9.18 Special Public Holidays

- 9.18.1 Where reference is made to Show Day at clause 23 of the *Hospital and Health Services General Employees (Queensland Health) Award – State 2015*, the parties agree that the Show Day will be replaced by the 25 December public holiday.

- 9.18.2 It is agreed by the parties that the 25 December public holiday is a replacement of the Show Day public holiday on the basis that it is a direct replacement and does not impact on any additional day that is declared a public holiday when Christmas day falls on a weekend.

9.19 Recognition of Higher Duties Service

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

9.20 Public Health Emergency Declaration Industrial Relations Principles

- 9.20.1 Where a Public Health Emergency Declaration has been determined by the Chief Health Officer, Queensland Health may call upon an employee to volunteer to be temporarily deployed to work in another Health facility. In these instances, the previously agreed *Queensland Health COVID IR Principles* listed below will take effect, with the principles to be amended as agreed. These include but not limited to:

- (a) Your health and safety are paramount
- (b) You will be asked to work only within your scope of practice
- (c) Flexibility is vital to our response
- (d) Respectful and rapid consultation about temporary changes is required
- (e) Existing industrial entitlements will be maintained
- (f) All changes are temporary.

PART 10 - EQUITY AND REQUEST FOR FLEXIBLE WORKING ARRANGEMENTS

10.1 Equity

- 10.1.1 The parties are committed to the principles of equity and merit and thereby to the objectives of the PS Act the *Anti-Discrimination Act 1991*, the Equal Remuneration Principle (QIRC Statement of Policy 2002).
- 10.1.2 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 HHSs and the commitment to achieve agreed equity outcomes at the facility and corporate office level.

10.2 Gender Equity

- 10.2.1 This Agreement satisfies the requirement under the IR Act that the employer has implemented, will implement or is implementing equal remuneration for work of equal or comparable value in relation to the employees covered by this Agreement.
- 10.2.2 The employer is committed to meet their obligations in terms of gender equity as provided for in legislation, regulation and directives.
- 10.2.3 The parties agree to investigate ways in which employees who are secondary caregivers can be encouraged and supported in taking a greater role in caring responsibilities, such as parental leave, part-time work and flexible work.
- 10.2.4 The parties agree to investigate ways in which further efforts can be made to increase gender diversity across all classification levels covered by this Agreement.

10.3 Flexible Working Arrangements

- 10.3.1 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.
- 10.3.2 In accordance with the IR Act 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 could include the request to work a nine-day fortnight.
- 10.3.3 Further, in accordance with the IR Act the request must:
- (a) be in writing;
 - (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.
- 10.3.4 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.
- 10.3.5 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.
- 10.3.6 The parties acknowledge that increased flexibility and improvements in working arrangements can further the aims of efficiency, effectiveness and equity.

10.4 Allocation of Duties and Work/Life Balance

- 10.4.1 The parties acknowledge that the fair treatment of workers improves productivity and reduces turnover. Where a manager is allocating such conditions and/or responsibilities as rostered hours of work, overtime, higher duties, role allocations and workload, such allocation will be fair and reasonable taking into account operational requirements for workers that express their interest.
- 10.4.2 The parties are committed to ensuring that work/life balance policies are promoted. This includes the promotion of transition to retirement initiatives.
- 10.4.3 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.

10.5 Child Care

- 10.5.1 The parties to this Agreement recognise the importance of access to affordable and appropriate childcare for employees. Given the Department (and HHSs) 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.
- 10.5.2 The Reform Consultative Group will 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.

10.5.3 When the 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.

10.5.4 The employer will continue to operate the Lady Ramsay Child Care Centre. Child Care workers employed at the Lady Ramsay Child Care Centre will continue to be employed in accordance with the *Hospital and Health Service General Employees (Queensland Health) Award – State 2015*.

10.6 Workplace Behaviour

- 10.6.1 The employer recognises that workplace bullying is a serious workplace issue which is not acceptable and must be eliminated.
- 10.6.2 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.
- 10.6.3 The employer recognises that adverse behaviours such as these are serious workplace issues, which are not acceptable and must be eliminated from the workplace.
- 10.6.4 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.
- 10.6.5 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 EB11IG for attention.
- 10.6.6 The employer is committed to protecting and improving the health and wellbeing of all employees and their immediate family by providing employee assistance.

10.7 Breastfeeding and Work

- 10.7.1 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.
- 10.7.2 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.
- 10.7.3 Workplace facilities should be provided, where practicable, for employees who choose to express breast milk or breast feed their child during work hours.
- 10.7.4 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 (e.g) a cupboard or locker.
- 10.7.5 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.
- 10.7.6 Employees who choose to breastfeed should be supported in that choice and treated with dignity and respect in the workplace.

PART 11 - RECRUITMENT AND RETENTION

11.1 Exemption from Open Merit for Positions Reclassified from AO2 to AO3

- 11.1.1 The employer will continue this scheme to allow legitimate incumbents of AO2 positions upgraded to AO3 (through an approved job evaluation process) to be exempted from the open merit selection process. If the incumbent is assessed by a selection panel as able to competently perform all the duties and responsibilities of the higher position, they may be directly appointed to the AO3 position. For this to occur the legitimate incumbent must:
- be a permanently appointed employee;
 - have undertaken the majority of duties and responsibilities of an identical, restructured or revised position for more than 12 months; and
 - in the case of upgraded positions, have been formally appointed to the position that has now been upgraded.
- 11.1.2 If more than one legitimate incumbent has been identified in the relevant Department or HHS work area (e.g. where some but not all the AO2 positions in an area are upgraded to AO3 positions) the most meritorious incumbent/s or surplus employee/s will be appointed. Following notification of appointment in either the Health Services Bulletin or Government Gazette, prevailing appeal or grievance processes will apply.

11.2 Base Grade Appointments - Administrative Employees Aged Under 21 Years of Age

- 11.2.1 Employees engaged at the base level of the Administrative Stream, aged under 21 years of age, who possess or attain a relevant AQF qualification at level II or higher will be entitled to be remunerated at a minimum of AO2 pay-point 1. Relevant AQF qualifications will be as per the list approved for the purposes of the Administrative Targeted Training Allowance.

11.3 Maintenance of Professional Officer/Technical Officer Entitlements

- 11.3.1 The provisions contained in Schedule 5 continue to have application to professional and technical employees for the life of this Agreement.

11.4 Operational Stream Aged Based Recruitment

- 11.4.1 Employees aged 18 years of age and over will commence at the OO2 level.

11.5 Closed Merit Selection Process for Filling Vacancies

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

- 11.5.2 The provisions in this clause require the employer to consult with all directly affected employees as a group, or in groups each time there is a vacancy. The obligation to consult does not negate the requirement to meet timeframes in clause 11.6.3.
- 11.5.3 The parties to this Agreement agree to fill vacant full-time and part-time roles by offering such to those permanent part-time employees working at the same classification level, in the work unit, who seek to work full-time.
- 11.5.4 If there are any vacant hours remaining after the process in clause 11.5.3 has been conducted, the remaining vacant hours will then be offered to those permanent part-time employees working at the same classification level, in the work unit, who seek to work additional ordinary hours on a permanent basis up to 64 hours per fortnight, or full-time.
- 11.5.5 The offering of full-time roles and additional part-time hours outlined in clauses 11.5.3 and 11.5.4 may occur as a single process with preference first given to those part-time employees seeking full time work.
- 11.5.6 For OO2 Operational roles, the vacant roles and/or hours will be offered to those permanent part-time employees working at the site (example: Hospital) rather than the work unit.
- 11.5.7 If vacant hours still remain unfilled, the remaining vacant hours will be offered by a closed merit process, restricted to those non-permanent employees working at the site (example: Hospital) who have two years or more continuous service for base grade or non-base grade roles. Preference for base grade roles will be given to those employees with more than four years continuous service.
- 11.5.8 Where a non-permanent employee is unsuccessful in being offered vacant hours via the closed merit selection process in clause 11.5.7, the employer will establish an order of merit. The order of merit will be used by the employer to offer vacant hours to those non-permanent employees when the process for offering vacant hours to non-permanent employees as per clause 11.5.7 is next available.
- 11.5.9 An employee cannot be refused hours due to performance reasons unless performance concerns have been documented and discussed with the employee and they have had an opportunity to address the concerns.

11.6 Replacement of Existing Staff

- 11.6.1 This clause will not have application in instances where a business case has been provided as per clause 4.1 and where the organisational change that is occurring will impact on the vacancy as part of organisational change and restructuring.
- 11.6.2 There is no intention that there will be a net reduction of Department or HHS staffing during the life of this Agreement. However, the parties recognise that the employer does not maintain fixed establishment numbers.
- 11.6.3 Having regard to workload management issues, the parties agree that where a permanent employee leaves due to retirement, resignation, termination, transfer or promotion they will be replaced by a permanent employee as follows:
- **Base Grade Staff** – commence process to replace staff within three days of retirement, resignation, termination, transfer or promotion or within three days of notice given (whichever is sooner) and will be completed within 1 month; and/or
 - **Other than Base Grade Staff** – commence process to replace staff within 14 days of retirement, resignation, termination, transfer or promotion or within 14 days of notice given (whichever is sooner). This process will be completed as soon as practicable and the parties expect this to take no longer than three months. It is recognised that consideration will be given to the timeframes for appeal mechanisms for other than base grade staff.
- 11.6.4 Where an issue that can legitimately extend the time to fill arrangements set out above, for example genuine demonstrated reductions in workload, or seasonal issues (e.g. Christmas/New Year closure period), a proposal from management to extend the replacement period, or postpone the replacement,

will be forwarded to the relevant union/s for agreement, ahead of the timeframes outlined in clause 11.6.3. The matter will be noted at the next HCF.

11.7 Additional Permanent Hours for Part-time Employees

- 11.7.1 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 permanent part-time hours to reflect the increased hours worked. Such requests should not be unreasonably refused.
- 11.7.2 Any agreed permanent increase to an employee's substantive part-time hours is limited to a maximum of 64 hours per fortnight for part-time employees employed under the *Hospital and Health Service General Employees Award - State 2015*, or full-time.

11.8 Part-time employees - Minimum Hours

- 11.8.1 Part-time employees employed under clause 8.2 of the *Hospital and Health Services General Employees (Queensland Health) Award – State 2015*, must be employed for no less than 16 ordinary hours per fortnight, unless there is documented agreement between the employee and Queensland Health.

11.9 Maximum 12 Ordinary Hours per Day

- 11.9.1 Clause 15.1(a) of the *Queensland Public Service Officers and Other Employees Award - State 2015* limits the ordinary hours of work to a maximum of 9.5 hours per day.
- 11.9.2 Clause 15.1(e) of the *Hospital and Health Service General Employees Award - State 2015* limits the ordinary hours of work to a maximum of 10 hours per day.
- 11.9.3 The parties agree ordinary hours of duty per day limits in clauses 11.9.1 and 11.9.2 may be increased to a maximum of 12 ordinary hours of duty per day for the life of this Agreement.

11.10 Attraction and Retention Incentives

- 11.10.1 Queensland Health recognises the need to respond to demonstrable supply and skills shortages and current or emerging employee retention issues.
- 11.10.2 Queensland Health supports the payment of attraction and retention 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 wage rates and demand; and
 - (c) the ability to maintain critical service delivery requirements.
- 11.10.3 A Health Service Chief Executive or the Director-General, at their discretion in accordance with clause 11.9.2, may offer an attraction and retention incentive of up to 10% of the employee's base rate.
- 11.10.4 Discretionary attraction and retention incentive payments made in accordance with clause 11.9.3 are inclusive of any other attraction and retention payments including the locality allowance at clause 2.8 of this Agreement and Schedule 9 of the *Hospital and Health Service General Employees (Queensland Health) Award - State 2015*, and the rural allowance for Professional and Technical employees at Schedule 5 of this Agreement and will not result in an overall reduction of attraction and retention payments to the employee.
- 11.10.5 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.

11.11 Recruitment Outcomes

- 11.11.1 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).

PART 12 - PROJECTS, REVIEWS and ORGANISATIONAL IMPROVEMENT

12.1 Commitment to Service Improvement

- 12.1.1 It is a term of this Agreement that the union parties will cooperate with the employer pursuing an ongoing program of service improvement and revenue strategies.

12.2 Reviews

- 12.2.1 A review working group will be formed for each review, with membership comprised of representatives from the Department, HHSs and unions, the number and composition relevant to the particular review being conducted.
- 12.2.2 Agreed outcomes or recommendations of the reviews will be implemented over the life of the Agreement.
- 12.2.3 The parties agree to undertake reviews by way of working groups established by EB11IG into the following matters:
- (a) Best practice rostering guidelines for employee's covered by this Agreement, that include reference to Queensland Health's Fatigue Resource Management System (FRMS), will be developed over the life of the Agreement.
 - (b) Continue to develop a library of standard titles, role descriptions and classification levels that are recognised as benchmarks, which will be accessible to all employees.
 - (c) Review of the Organisational Change Management Guideline over the life of the Agreement.
 - (d) A consultation training module will be developed and implemented over the life of the Agreement.
 - (e) Implement a fatigue risk management project which will include a policy review and development of educational materials to increase awareness of fatigue risk management, with the view that such policy and materials will apply to all employees covered by this Agreement.
 - (f) Review of rostering and planned/unplanned leave relief to be undertaken by 30 June 2024:
 - (i) This review's agreed terms of reference will encompass operational level workforce planning with consideration to workload management, individual positions/roles, teams-based requirements for training, staffing plans and role/location scheduling.
 - (ii) Relief pools will be trialled as part of this review in large workplaces.
 - (iii) This review will be completed in conjunction with other such reviews being undertaken in other certified Agreements that apply to Queensland Health employees.
 - (g) A working group with membership comprised of representatives from the Department, HHSs and unions will be formed to review the Operational Services Manual (OSM) during the life of the Agreement for currency, functionality and to consider the changing nature of operational roles and to remove clinical assistants roles and Aboriginal and Torres Strait Islander Health Workers, including:
 - (i) A review of wardperson and portage roles will be undertaken through this project.
 - (h) The parties agree to continue a working group to review the term "two whole consecutive rostered days off" as contained in clause 15.1 of the *Hospital and Health Service General*

Employees (Queensland Health) Award - State 2015. Any recommendations from the working group will be provided to EB11IG.

12.3 Non-permanent employment conversion guideline

- 12.3.1 The parties agree to create a *Non-permanent employment conversion guideline* to actively promote and manage permanent employment. The Guideline will outline activities to review non-permanent employment, encouraging conversion of employees, in accordance with clauses 6.2 and 6.3, unless the employer can provide compelling reasons not to offer conversion. When such conversion is less than 1FTE the hours shall be calculated in accordance with the relevant directive.

12.4 Health Information Management Workforce Strategy

- 12.4.1 The parties agree to develop a Health Information Management Workforce Strategy. This will take into consideration the current and future functions of both Clinical Coders and Health Information Managers (HIMs). The HIMs review and Clinical Coder review will both be considered in the broader context of a Health Information Management Workforce Strategy.
- 12.4.2 Separate review groups will be established with HIMs and Clinical Coders, refer to clause 12.5 and clause 12.6 of this Agreement, to address the matters relating to each professional group. The outcomes of each review will be reported to the overarching Health Information Management Workforce Strategy review working group.
- 12.4.3 The Health Information Management Workforce Strategy may consider the cross-agreement workforce strategy.
- 12.4.4 Health Information Management Workforce Strategy steering committee will include representatives from the Department and Together Queensland, Industrial Union of Employees.

12.5 Health Information Managers Review

- 12.5.1 The parties agree that the initial stage of the HIMs review will be to identify Administration Officer (AO) HIM positions that will transition to the Professional Officer (PO) stream to determine applicable entitlements:
- (a) Any AO HIM employee who possesses the required Health Information Management qualification will transition to the PO stream on a no disadvantage basis. The position will become a PO position with the incumbent employee paid as a PO and entitled to PO conditions and allowances.
 - (b) In the case of any AO employee in a HIM role without the required Health Information Management qualification, the position will transition to the PO stream however the employee will be grand-parented as an AO and continue to be paid as an AO, meaning that the employee is not eligible to be paid as a PO and will not be eligible for PO entitlements. When a position with a grand-parented employee becomes vacant, it is to be recruited to as a PO position (with the relevant qualification).
- 12.5.2 The HIMs review working group will agree on a Terms of Reference, which will include examination of issues in the context of the Health Information Management Workforce Strategy including:
- (a) Agreed naming conventions for Health Information Manager positions. This will include the use of Health Information Manager title only for roles which are performing Health Information Manager work and which are occupied by employees with the required Health Information Management qualification.
 - (b) Develop a library of standard titles, role descriptions and classification levels that are recognised as benchmarks, which will be accessible to all employees.
 - (c) Consideration career pathways and, support for continuing professional development informed by HIMAA to assist HIMs to attain and retain professional credentialling (CHIM)
 - (d) Consideration of how to support student placements with a view to a future career as a HIM in Queensland Health.

12.6 Clinical Coder Review

- 12.6.1 The parties agree to undertake a review of clinical coders including, but not limited to, clinical coder staffing profiles and education in relation to meeting current and future clinical coding needs of Queensland Health. This review will take into consideration, the broader function and strategy of Health Information Management.
- 12.6.2 A review working group will be formed for the clinical coding review, with membership comprised of representation from the Department, HHSs and Together Queensland, Industrial Union of Employees.
- 12.6.3 The review working group will agree on a Terms of Reference, which will include examination of issues in the context of the Health Information Management Workforce Strategy including:
- (a) current and future skills required for the transition to the new electronic records;
 - (b) the numbers of clinical coders needed to meet coding requirements;
 - (c) graduate trainee numbers entering the system to satisfy current and future needs;
 - (d) distinct career structure for graduate trainees, clinical coders and quality assurance roles;
 - (e) education process for clinical coders;
 - (f) opportunities for graduate traineeships for the existing Queensland Health workforce; and
 - (g) the effectiveness attraction and/or retention of clinical coders in Queensland Health;
 - (h) any other items agreed to by the parties.
- 12.6.4 A fund of \$1 million will be established to fund agreed cost related recommendations arising from the review and this clause 12.6.4 applies to the extent of any inconsistency with clause 12.2.2.
- 12.6.5 Release of funds outlined in clause 12.6.4 for the agreed cost related recommendations arising out of the review will be subject to approval by the Director General, Queensland Health utilising departmental briefing processes. Agreed cost related recommendations which are approved for release of funds will be implemented during the life of the Agreement.
- 12.6.6 Prioritisation of the agreed cost related recommendations for funding under clause 12.6.4 will be determined by agreement between the parties.
- 12.6.7 No further funds will be made available throughout the life of this Agreement for cost related recommendations arising out of the review beyond the funds outlined in clause 12.6.4.
- 12.6.8 Agreed non-cost recommendations arising from the review will be implemented during the life of the Agreement.
- 12.6.9 Any disputes arising from the review will be dealt with pursuant to clause 1.11 Prevention and Settlement of Dispute Relating to the Interpretation, application or Operation of this Agreement.

PART 13 - OPERATIONAL STREAM SPECIFIC PROVISIONS

13.1 Experience Increment

- 13.1.1 The 'E' increment ('E' for experience) has been developed to provide sustained career progression for Operational Officer Level 2 and Level 3 employees.
- 13.1.2 Eligible employees will progress to the 'E' increment:
- (a) in the case of a full-time or a part-time employee, the employee has received a salary at the top paypoint of Operational Officer Level 2 (OO2.4) or Level 3 (OO3.4) for a period of 24 months.
 - (b) in the case of a casual employee with 24 months' continuous service with the same employer:

- (i) the employee has received a salary at a particular classification and paypoint for a period of at least 24 months; and
- (ii) the employee has worked 2,400 ordinary hours in such classification.
- (iii) For the purpose of clause 13.1.2(b), continuous service for a casual employee is considered to be broken if more than 3 months, excluding any public holidays, has elapsed between the end of one employment contract and the start of the next employment contract.

13.1.3 The 'E' increment wage rates are outlined in Schedule 1 including the transitional arrangements effective 1 September 2022.

13.2 Arrangements for OO2s Providing Training

13.2.1 Where OO2 employees are expected to provide defined training to other staff the following is to apply.

13.2.2 In all circumstances, a training plan must be developed, in consultation with the supervisor, which will outline skills to be developed and the estimated time required.

13.2.3 Where a HHS or equivalent does not have a dedicated trainer or an employee classified at OO3 or higher to perform any required training, the supervisor is to seek approval from the relevant Manager to either source a suitable trainer, access other formal training options from another location or to approve the payment of higher duties, in accordance with the *Hospital and Health Service General Employees (Queensland Health) Award - State 2015* or the *Queensland Public Service Officers and Other Employees Award – State 2015* provisions, as relevant, for a suitably skilled and experienced OO2 employee who has agreed to provide such training.

13.2.4 The higher duties payments will be equivalent to the OO3 classification level in recognition of the higher level work being completed when providing the defined training and will be paid from the first day (see definition below). Such payment will be made up to a maximum of two days. Where a dispute arises from this clause, the matter will be referred to OSOC for resolution.

13.2.5 For the purposes of this provision training is defined as:

- orientation programs;
- the allocation of dedicated time to complete the training and not for a few hours intermittently;
- the development of capability of other staff in critical skills or systems required for a position.

13.2.6 Training will not include:

- handover in a workplace;
- describing processes specific to a unit or workplace which do not require training in critical skills or systems required for a position.

13.3 Higher Duties

13.3.1 Employees (including OO2 employees) acting in higher duties in respect to supervisory roles in the classifications of OO3 – OO6 will be entitled to higher duties if undertaking the role for more than four hours in any one day.

13.4 Accrued Days Off for Operational Stream Employees

13.4.1 The parties agree that as provided by 15.1(h) of the *Hospital and Health Service General Employees (Queensland Health) Award – State 2015* there will be 19 days (or shifts) of eight hours' duration worked in any 28 day work cycle, with one day taken off as an accrued day off, unless otherwise mutually agreed between the employer and the majority of employees concerned in a specific work area.

13.4.2 The parties agree that any removal of accrued day off arrangements provided by clause 15.1(g) of the *Hospital and Health Service General Employees (Queensland Health) Award – State 2015*, requires a vote of affected employees.

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

13.5 Home and Community Care (HACC)

- 13.5.1 HHSs currently providing home and community care (HACC) services will continue to make funding applications and provide those services subject to the continuation of funding. In the event of funding/HACC services being discontinued, Queensland Health will advise affected staff and relevant unions as soon as practicable.
- 13.5.2 Queensland Health will work with staff and relevant unions in considering the following:
- (a) Other employment opportunities within the HHS; and
 - (b) Where possible, employees may take up employment with the new provider; and
 - (c) As a last resort, receive a voluntary redundancy offer.
- 13.5.3 Home and community care employees are required to wear uniform shirts which identify them as a home and community care employees. After local consultation between the employer and home and community care employees, uniforms are to be provided in accordance with clauses 30 (a)-(b) of the *Hospital and Health Service General Employees (Queensland Health) Award – State 2015*.
- 13.5.4 Home and community care employees are to receive the laundry allowance provided at clause 30 (c)(ii) of the *Hospital and Health Service General Employees (Queensland Health) Award – State 2015*.

13.6 Workplace Conduct Review

- 13.6.1 The employer agrees to commission external expert advice on how to better prevent and respond to bullying and harassment in the workplace. The purpose of this advice will be to provide the employer with effective strategies to reduce instances of bullying in the workplace and improved processes for handling bullying complaints.
- 13.6.2 The terms of reference and the external experts commissioned to members of the advisory panel are to be agreed between the employer and the Australian Workers Union.
- 13.6.3 The terms of reference will provide, inter alia, that employees (through their unions) will be able to make submissions directly to the advisory panel.
- 13.6.4 The terms of reference will also provide for an organisational health assessment to be conducted at a number of nominated worksites for the purposes of informing the advice on strategies to reduce instances of workplace bullying.

13.7 State-Wide Security Committee

- 13.7.1 A joint State-Wide Security Committee (SWSC) with representatives from the Department, HHSs and AWU will be established.
- 13.7.2 The purpose of the SWSC is to allow for discussions and consultation on matters pertaining to security officers e.g. Maybo, equipment etc with a view to maximising consistency between HHSs.
- 13.7.3 An agreed Terms of Reference will be developed within 12 months of certification.
- 13.7.4 The SWSC will report to the relevant work unit, as advised by the Department when SWSC is being formed.

PART 14 - ADMINISTRATIVE STREAM SPECIFIC PROVISIONS

14.1 Access to Flexitime or Rostered Days Off for Administrative Staff

- 14.1.1 The employer recognises the right of all administrative staff to have access to either flexitime or rostered days off. No administrative stream employee will be required to work standard hours only, unless determined as a consequence of disciplinary procedures. This clause cannot be used to alter current arrangements of flexitime or rostered days off.

PART 15 - VARIABLE HOURS OF WORK ARRANGEMENTS

- 15.1.1 The parties agree to the Queensland Health Variable Working Hours Arrangement as expressed in Schedule 3.
- 15.1.2 The parties agree the QAS Hours of Work Arrangements as contained in Schedule 4, applies to QAS employees.

PART 16 - NO FURTHER CLAIMS

- 16.1.1 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 extra claims relating to wages or conditions of employment whether dealt with in this Agreement or not.
- 16.1.2 This Agreement covers all matters or claims that could otherwise be subject to protected industrial action.
- 16.1.3 It is agreed that the following changes may be made to employees' rights and entitlements during the life of this Agreement:
- (a) general Rulings and Statements of Policy issued by the QIRC that provide conditions that are not less favourable than current conditions;
 - (b) decisions, government policy, or Directives under the PS Act where applied through regulation or HHB Act that provide conditions that are not less favourable than current conditions;
 - (c) any improvements in conditions that are determined on a whole-of government basis; and
 - (d) reclassifications.

The entitlement of employees covered by this agreement as contained in awards, agreements, Ministerial Directives, Health Employment Directives, Health Service Directives or determinations made under the PS Act or HHB Act effective at the date this agreement was made will not be reduced for the life of this agreement.

- 16.1.4 There shall be no diminution of existing conditions for employees under this Agreement with the understanding that non-inclusion of the *Queensland Public Health Sector Certified Agreement (No. 10) 2019* (EB10) provisions which have been completed or no longer have effect will not be considered diminution.

SCHEDULE 1 – WAGE RATES*Queensland Public Service Officers and Other Employees Award - State 2015***ADMINISTRATIVE STREAM**

Classification	Pay point	Wage Rates payable from 01/09/22		Wage Rates payable from 01/09/23		Wage Rates payable from 01/09/24	
		Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
L1	1	\$1,842.90	\$48,080	\$1,916.60	\$50,003	\$1,974.10	\$51,503
	2	\$1,931.10	\$50,381	\$2,008.30	\$52,395	\$2,068.50	\$53,966
	3	\$2,018.80	\$52,669	\$2,099.60	\$54,777	\$2,162.60	\$56,421
L2	1	\$2,218.60	\$57,882	\$2,307.30	\$60,196	\$2,376.50	\$62,001
	2	\$2,263.10	\$59,043	\$2,353.60	\$61,404	\$2,424.20	\$63,246
	3	\$2,309.20	\$60,245	\$2,401.60	\$62,656	\$2,473.60	\$64,534
	4	\$2,355.10	\$61,443	\$2,449.30	\$63,900	\$2,522.80	\$65,818
	5	\$2,401.00	\$62,640	\$2,497.00	\$65,145	\$2,571.90	\$67,099
	6	\$2,448.60	\$63,882	\$2,546.50	\$66,436	\$2,622.90	\$68,430
	7	\$2,501.70	\$65,268	\$2,601.80	\$67,879	\$2,679.90	\$69,917
	8	\$2,559.80	\$66,783	\$2,662.20	\$69,455	\$2,742.10	\$71,539
L3	1	\$2,719.40	\$70,947	\$2,828.20	\$73,786	\$2,913.00	\$75,998
	2	\$2,822.20	\$73,629	\$2,935.10	\$76,575	\$3,023.20	\$78,873
	3	\$2,925.90	\$76,335	\$3,042.90	\$79,387	\$3,134.20	\$81,769
	4	\$3,029.80	\$79,045	\$3,151.00	\$82,207	\$3,245.50	\$84,673
L4	1	\$3,211.00	\$83,773	\$3,339.40	\$87,123	\$3,439.60	\$89,737
	2	\$3,317.10	\$86,541	\$3,449.80	\$90,003	\$3,553.30	\$92,703
	3	\$3,423.00	\$89,304	\$3,559.90	\$92,875	\$3,666.70	\$95,662
	4	\$3,529.90	\$92,093	\$3,671.10	\$95,776	\$3,781.20	\$98,649
L5	1	\$3,719.50	\$97,039	\$3,868.30	\$100,921	\$3,984.30	\$103,948
	2	\$3,826.70	\$99,836	\$3,979.80	\$103,830	\$4,099.20	\$106,945
	3	\$3,934.10	\$102,638	\$4,091.50	\$106,744	\$4,214.20	\$109,945
	4	\$4,041.40	\$105,437	\$4,203.10	\$109,656	\$4,329.20	\$112,946
L6	1	\$4,265.50	\$111,284	\$4,436.10	\$115,735	\$4,569.20	\$119,207
	2	\$4,365.20	\$113,885	\$4,539.80	\$118,440	\$4,676.00	\$121,994
	3	\$4,463.90	\$116,460	\$4,642.50	\$121,120	\$4,781.80	\$124,754
	4	\$4,563.20	\$119,051	\$4,745.70	\$123,812	\$4,888.10	\$127,527
L7	1	\$4,771.70	\$124,490	\$4,962.60	\$129,471	\$5,111.50	\$133,355
	2	\$4,886.60	\$127,488	\$5,082.10	\$132,588	\$5,234.60	\$136,567
	3	\$5,001.20	\$130,478	\$5,201.20	\$135,696	\$5,357.20	\$139,766
	4	\$5,115.30	\$133,455	\$5,319.90	\$138,792	\$5,479.50	\$142,956
L8	1	\$5,285.80	\$137,903	\$5,497.20	\$143,418	\$5,662.10	\$147,720
	2	\$5,386.50	\$140,530	\$5,602.00	\$146,152	\$5,770.10	\$150,538
	3	\$5,488.00	\$143,178	\$5,707.50	\$148,905	\$5,878.70	\$153,371
	4	\$5,589.40	\$145,823	\$5,813.00	\$151,657	\$5,987.40	\$156,207

*Queensland Public Service Officers and Other Employees Award - State 2015***PROFESSIONAL STREAM**

Classification	Pay point	Wage Rates payable from 01/09/22		Wage Rates payable from 01/09/23		Wage Rates payable from 01/09/24	
		Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
L1	1	\$1,876.30	\$48,951	\$1,951.40	\$50,911	\$2,009.90	\$52,437
	2	\$2,015.40	\$52,580	\$2,096.00	\$54,683	\$2,158.90	\$56,324
	3	\$2,154.30	\$56,204	\$2,240.50	\$58,453	\$2,307.70	\$60,206
	4	\$2,292.70	\$59,815	\$2,384.40	\$62,207	\$2,455.90	\$64,073
	5	\$2,367.90	\$61,777	\$2,462.60	\$64,247	\$2,536.50	\$66,175
	6	\$2,444.70	\$63,780	\$2,542.50	\$66,332	\$2,618.80	\$68,323
	7	\$2,533.00	\$66,084	\$2,634.30	\$68,727	\$2,713.30	\$70,788
L2	1	\$2,716.10	\$70,861	\$2,824.70	\$73,694	\$2,909.40	\$75,904
	2	\$2,865.80	\$74,767	\$2,980.40	\$77,757	\$3,069.80	\$80,089
	3	\$3,017.50	\$78,724	\$3,138.20	\$81,873	\$3,232.30	\$84,328
	4	\$3,168.80	\$82,672	\$3,295.60	\$85,980	\$3,394.50	\$88,560
	5	\$3,320.20	\$86,622	\$3,453.00	\$90,086	\$3,556.60	\$92,789
	6	\$3,470.90	\$90,553	\$3,609.70	\$94,174	\$3,718.00	\$97,000
L3	1	\$3,645.80	\$95,116	\$3,791.60	\$98,920	\$3,905.30	\$101,886
	2	\$3,757.00	\$98,017	\$3,907.30	\$101,939	\$4,024.50	\$104,996
	3	\$3,867.90	\$100,911	\$4,022.60	\$104,947	\$4,143.30	\$108,096
	4	\$3,979.70	\$103,828	\$4,138.90	\$107,981	\$4,263.10	\$111,221
L4	1	\$4,236.90	\$110,538	\$4,406.40	\$114,960	\$4,538.60	\$118,409
	2	\$4,345.60	\$113,374	\$4,519.40	\$117,908	\$4,655.00	\$121,446
	3	\$4,454.00	\$116,202	\$4,632.20	\$120,851	\$4,771.20	\$124,477
	4	\$4,563.20	\$119,051	\$4,745.70	\$123,812	\$4,888.10	\$127,527
L5	1	\$4,771.70	\$124,490	\$4,962.60	\$129,471	\$5,111.50	\$133,355
	2	\$4,886.60	\$127,488	\$5,082.10	\$132,588	\$5,234.60	\$136,567
	3	\$5,001.20	\$130,478	\$5,201.20	\$135,696	\$5,357.20	\$139,766
	4	\$5,115.30	\$133,455	\$5,319.90	\$138,792	\$5,479.50	\$142,956
L6	1	\$5,285.80	\$137,903	\$5,497.20	\$143,418	\$5,662.10	\$147,720
	2	\$5,386.50	\$140,530	\$5,602.00	\$146,152	\$5,770.10	\$150,538
	3	\$5,488.00	\$143,178	\$5,707.50	\$148,905	\$5,878.70	\$153,371
	4	\$5,589.40	\$145,823	\$5,813.00	\$151,657	\$5,987.40	\$156,207

*Queensland Public Service Officers and Other Employees Award - State 2015***TECHNICAL STREAM**

Classification	Pay point	Wage Rates payable from 01/09/22		Wage Rates payable from 01/09/23		Wage Rates payable from 01/09/24	
		Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
L1	1	\$1,876.30	\$48,951	\$1,951.40	\$50,911	\$2,009.90	\$52,437
	2	\$2,015.40	\$52,580	\$2,096.00	\$54,683	\$2,158.90	\$56,324
	3	\$2,154.30	\$56,204	\$2,240.50	\$58,453	\$2,307.70	\$60,206
	4	\$2,292.70	\$59,815	\$2,384.40	\$62,207	\$2,455.90	\$64,073
	5	\$2,367.90	\$61,777	\$2,462.60	\$64,247	\$2,536.50	\$66,175
	6	\$2,444.70	\$63,780	\$2,542.50	\$66,332	\$2,618.80	\$68,323
	7	\$2,533.00	\$66,084	\$2,634.30	\$68,727	\$2,713.30	\$70,788
L2	1	\$2,569.40	\$67,034	\$2,672.20	\$69,716	\$2,752.40	\$71,808
	2	\$2,653.10	\$69,217	\$2,759.20	\$71,986	\$2,842.00	\$74,146
	3	\$2,744.90	\$71,612	\$2,854.70	\$74,477	\$2,940.30	\$76,710
	4	\$2,839.00	\$74,067	\$2,952.60	\$77,031	\$3,041.20	\$79,343
	5	\$2,934.20	\$76,551	\$3,051.60	\$79,614	\$3,143.10	\$82,001
	6	\$3,029.80	\$79,045	\$3,151.00	\$82,207	\$3,245.50	\$84,673
L3	1	\$3,211.00	\$83,773	\$3,339.40	\$87,123	\$3,439.60	\$89,737
	2	\$3,297.70	\$86,035	\$3,429.60	\$89,476	\$3,532.50	\$92,160
	3	\$3,383.80	\$88,281	\$3,519.20	\$91,813	\$3,624.80	\$94,568
	4	\$3,470.90	\$90,553	\$3,609.70	\$94,174	\$3,718.00	\$97,000
L4	1	\$3,645.80	\$95,116	\$3,791.60	\$98,920	\$3,905.30	\$101,886
	2	\$3,763.30	\$98,182	\$3,913.80	\$102,108	\$4,031.20	\$105,171
	3	\$3,879.70	\$101,219	\$4,034.90	\$105,268	\$4,155.90	\$108,424
L5	1	\$4,041.40	\$105,437	\$4,203.10	\$109,656	\$4,329.20	\$112,946
	2	\$4,160.80	\$108,552	\$4,327.20	\$112,894	\$4,457.00	\$116,280
	3	\$4,280.00	\$111,662	\$4,451.20	\$116,129	\$4,584.70	\$119,612
	4	\$4,399.60	\$114,782	\$4,575.60	\$119,374	\$4,712.90	\$122,956
L6	1	\$4,542.10	\$118,500	\$4,723.80	\$123,241	\$4,865.50	\$126,937
	2	\$4,656.60	\$121,487	\$4,842.90	\$126,348	\$4,988.20	\$130,139
	3	\$4,771.70	\$124,490	\$4,962.60	\$129,471	\$5,111.50	\$133,355

Queensland Public Service Officers and Other Employees Award - State 2015

OPERATIONAL STREAM

Classification	Pay point	Wage Rates payable from 01/09/22		Wage Rates payable from 01/09/23		Wage Rates payable from 01/09/24	
		Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
L1	1	\$1,673.40	\$43,658	\$1,740.30	\$45,403	\$1,792.50	\$46,765
	2	\$1,776.70	\$46,353	\$1,847.80	\$48,208	\$1,903.20	\$49,653
	3	\$1,879.80	\$49,043	\$1,955.00	\$51,005	\$2,013.70	\$52,536
	4	\$1,983.30	\$51,743	\$2,062.60	\$53,812	\$2,124.50	\$55,427
	5	\$2,086.70	\$54,441	\$2,170.20	\$56,619	\$2,235.30	\$58,317
	6	\$2,190.20	\$57,141	\$2,277.80	\$59,426	\$2,346.10	\$61,208
L2	1	\$2,218.60	\$57,882	\$2,307.30	\$60,196	\$2,376.50	\$62,001
	2	\$2,265.50	\$59,105	\$2,356.10	\$61,469	\$2,426.80	\$63,313
	3	\$2,314.10	\$60,373	\$2,406.70	\$62,789	\$2,478.90	\$64,673
	4	\$2,361.70	\$61,615	\$2,456.20	\$64,081	\$2,529.90	\$66,003
	E ¹	\$2,386.70	\$62,267	\$2,482.20	\$64,759	\$2,556.70	\$66,702
L3	1	\$2,409.30	\$62,857	\$2,505.70	\$65,372	\$2,580.90	\$67,334
	2	\$2,428.40	\$63,355	\$2,525.50	\$65,888	\$2,601.30	\$67,866
	3	\$2,467.70	\$64,381	\$2,566.40	\$66,956	\$2,643.40	\$68,964
	4	\$2,512.20	\$65,542	\$2,612.70	\$68,163	\$2,691.10	\$70,209
	E ¹	\$2,537.20	\$66,194	\$2,638.70	\$68,842	\$2,717.90	\$70,908
L4	1	\$2,602.40	\$67,895	\$2,706.50	\$70,611	\$2,787.70	\$72,729
	2	\$2,679.70	\$69,911	\$2,786.90	\$72,708	\$2,870.50	\$74,889
	3	\$2,761.10	\$72,035	\$2,871.50	\$74,915	\$2,957.60	\$77,162
	4	\$2,844.40	\$74,208	\$2,958.20	\$77,177	\$3,046.90	\$79,491
L5	1	\$2,919.60	\$76,170	\$3,036.40	\$79,218	\$3,127.50	\$81,594
	2	\$3,017.00	\$78,711	\$3,137.70	\$81,860	\$3,231.80	\$84,315
	3	\$3,113.90	\$81,239	\$3,238.50	\$84,490	\$3,335.70	\$87,026
	4	\$3,211.00	\$83,773	\$3,339.40	\$87,123	\$3,439.60	\$89,737
L6	1	\$3,351.70	\$87,443	\$3,485.80	\$90,942	\$3,590.40	\$93,671
	2	\$3,440.50	\$89,760	\$3,578.10	\$93,350	\$3,685.40	\$96,149
	3	\$3,529.90	\$92,093	\$3,671.10	\$95,776	\$3,781.20	\$98,649
L7	1	\$3,698.90	\$96,502	\$3,846.90	\$100,363	\$3,962.30	\$103,374
	2	\$3,789.20	\$98,858	\$3,940.80	\$102,813	\$4,059.00	\$105,896
	3	\$3,879.70	\$101,219	\$4,034.90	\$105,268	\$4,155.90	\$108,424

Note:

1. 'E' Increment eligibility:
 - (a) Employees will progress to the OO2.4E pay point after 24 months at OO2.4.
 - (b) Employees will progress to the OO3.4E pay point after 24 months at OO3.4.
2. OO2 transition to the new 'E' increment is on the basis of no disadvantage as follows:
 - (a) Employees engaged as OO2.5 as at 31 August 2022 will transition as follows from 1 September 2022:
 - (i) employed at OO2.5 for less than 12 months will translate to OO2.4 and receive the relevant Targeted Training Allowance (TTA) and will translate to the new OO2.4E increment once they have completed a total of 24 months service
 - (ii) employed at OO2.5 for 12 months or more will translate to OO2.4E and receive the relevant TTA
 - (b) The applicable TTA (refer to clause 2.11 and *HR Policy G13, Targeted training for operational stream employees*) will be based on the relevant qualifications, as follows:
 - (i) Low TTA – AQF certificate II or higher
 - (ii) High TTA – AQF certificate III or higher
 - (c) Employees with 24 months service at OO2.4 at 1 September 2022 will translate to the new OO2.4E increment.
 - (d) Employees with less than 24 months service as at 1 September 2022 will translate to the new OO2.4E increment once they have completed 24 months service e.g. an employee with 18 months service at OO2.4 on 1 September 2022 will translate after a further 6 months service at OO2.4 i.e. on 1 March 2023.
3. OO3 transition to the new 'E' increment is on the basis of no disadvantage as follows:
 - (a) Employees with 24 months service at OO3.4 at 1 September 2022 will translate to the new OO3.4E increment.
 - (b) Employees with less than 24 months service as at 1 September 2022 will translate to the new OO3.4E increment once they have completed 24 months service e.g. an employee with 18 months service at OO3.4 on 1 September 2022 will translate after a further 6 months service at OO3.4 i.e. on 1 March 2023.

*Hospital and Health Service General Employees (Queensland Health) Award - State 2015***ADMINISTRATIVE STREAM**

Classification	Pay Point	Wage Rates payable from 01/09/2022		Wage Rates payable from 01/09/2023		Wage Rates payable from 01/09/2024	
		Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
L1	1	\$1,828.50	\$47,704	\$1,901.60	\$49,611	\$1,958.60	\$51,098
	2	\$1,919.40	\$50,076	\$1,996.20	\$52,079	\$2,056.10	\$53,642
	3	\$2,009.30	\$52,421	\$2,089.70	\$54,519	\$2,152.40	\$56,155
L2	1	\$2,216.60	\$57,830	\$2,305.30	\$60,144	\$2,374.50	\$61,949
	2	\$2,262.70	\$59,032	\$2,353.20	\$61,393	\$2,423.80	\$63,235
	3	\$2,310.40	\$60,277	\$2,402.80	\$62,687	\$2,474.90	\$64,568
	4	\$2,357.70	\$61,511	\$2,452.00	\$63,971	\$2,525.60	\$65,891
	5	\$2,405.30	\$62,753	\$2,501.50	\$65,262	\$2,576.50	\$67,219
	6	\$2,458.60	\$64,143	\$2,556.90	\$66,708	\$2,633.60	\$68,709
	7	\$2,522.00	\$65,797	\$2,622.90	\$68,430	\$2,701.60	\$70,483
	8	\$2,585.40	\$67,451	\$2,688.80	\$70,149	\$2,769.50	\$72,254
L3	1	\$2,753.90	\$71,847	\$2,864.10	\$74,722	\$2,950.00	\$76,963
	2	\$2,855.80	\$74,506	\$2,970.00	\$77,485	\$3,059.10	\$79,810
	3	\$2,956.70	\$77,138	\$3,075.00	\$80,225	\$3,167.30	\$82,633
	4	\$3,062.60	\$79,901	\$3,185.10	\$83,097	\$3,280.70	\$85,591
L4	1	\$3,250.20	\$84,795	\$3,380.20	\$88,187	\$3,481.60	\$90,832
	2	\$3,360.60	\$87,676	\$3,495.00	\$91,182	\$3,599.90	\$93,919
	3	\$3,470.10	\$90,532	\$3,608.90	\$94,154	\$3,717.20	\$96,979
	4	\$3,580.80	\$93,421	\$3,724.00	\$97,157	\$3,835.70	\$100,071
L5	1	\$3,777.40	\$98,550	\$3,928.50	\$102,492	\$4,046.40	\$105,568
	2	\$3,888.50	\$101,448	\$4,044.00	\$105,505	\$4,165.30	\$108,670
	3	\$3,999.40	\$104,341	\$4,159.40	\$108,516	\$4,284.20	\$111,772
	4	\$4,110.00	\$107,227	\$4,274.40	\$111,516	\$4,402.60	\$114,861
L6	1	\$4,342.50	\$113,293	\$4,516.20	\$117,824	\$4,651.70	\$121,360
	2	\$4,445.90	\$115,990	\$4,623.70	\$120,629	\$4,762.40	\$124,248
	3	\$4,548.60	\$118,670	\$4,730.50	\$123,415	\$4,872.40	\$127,117
	4	\$4,651.60	\$121,357	\$4,837.70	\$126,212	\$4,982.80	\$129,998
L7	1	\$4,867.60	\$126,992	\$5,062.30	\$132,072	\$5,214.20	\$136,035
	2	\$4,986.20	\$130,086	\$5,185.60	\$135,289	\$5,341.20	\$139,348
	3	\$5,105.30	\$133,194	\$5,309.50	\$138,521	\$5,468.80	\$142,677
	4	\$5,223.80	\$136,285	\$5,432.80	\$141,738	\$5,595.80	\$145,990
L8	1	\$5,399.70	\$140,874	\$5,615.70	\$146,510	\$5,784.20	\$150,906
	2	\$5,505.00	\$143,622	\$5,725.20	\$149,366	\$5,897.00	\$153,849
	3	\$5,609.40	\$146,345	\$5,833.80	\$152,200	\$6,008.80	\$156,765
	4	\$5,713.60	\$149,064	\$5,942.10	\$155,025	\$6,120.40	\$159,677

*Hospital and Health Service General Employees (Queensland Health) Award - State 2015***PROFESSIONAL STREAM**

Classification	Pay Point	Wage Rates payable from 01/09/22		Wage Rates payable from 01/09/23		Wage Rates payable from 01/09/24	
		Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
L1	1	\$1,861.00	\$48,552	\$1,935.40	\$50,493	\$1,993.50	\$52,009
	2	\$2,005.30	\$52,317	\$2,085.50	\$54,409	\$2,148.10	\$56,042
	3	\$2,149.50	\$56,079	\$2,235.50	\$58,323	\$2,302.60	\$60,073
	4	\$2,293.00	\$59,823	\$2,384.70	\$62,215	\$2,456.20	\$64,081
	5	\$2,371.30	\$61,866	\$2,466.20	\$64,341	\$2,540.20	\$66,272
	6	\$2,454.40	\$64,034	\$2,552.60	\$66,596	\$2,629.20	\$68,594
	7	\$2,554.20	\$66,637	\$2,656.40	\$69,304	\$2,736.10	\$71,383
L2	1	\$2,751.80	\$71,792	\$2,861.90	\$74,665	\$2,947.80	\$76,906
	2	\$2,899.50	\$75,646	\$3,015.50	\$78,672	\$3,106.00	\$81,033
	3	\$3,049.60	\$79,562	\$3,171.60	\$82,745	\$3,266.70	\$85,226
	4	\$3,206.40	\$83,653	\$3,334.70	\$87,000	\$3,434.70	\$89,609
	5	\$3,363.90	\$87,762	\$3,498.50	\$91,273	\$3,603.50	\$94,013
	6	\$3,520.20	\$91,840	\$3,661.00	\$95,513	\$3,770.80	\$98,377
L3	1	\$3,700.70	\$96,549	\$3,848.70	\$100,410	\$3,964.20	\$103,423
	2	\$3,816.30	\$99,565	\$3,969.00	\$103,548	\$4,088.10	\$106,656
	3	\$3,931.90	\$102,580	\$4,089.20	\$106,684	\$4,211.90	\$109,885
	4	\$4,047.20	\$105,589	\$4,209.10	\$109,812	\$4,335.40	\$113,107
L4	1	\$4,313.10	\$112,526	\$4,485.60	\$117,026	\$4,620.20	\$120,538
	2	\$4,425.90	\$115,469	\$4,602.90	\$120,086	\$4,741.00	\$123,689
	3	\$4,538.20	\$118,398	\$4,719.70	\$123,134	\$4,861.30	\$126,828
	4	\$4,651.60	\$121,357	\$4,837.70	\$126,212	\$4,982.80	\$129,998
L5	1	\$4,867.60	\$126,992	\$5,062.30	\$132,072	\$5,214.20	\$136,035
	2	\$4,986.20	\$130,086	\$5,185.60	\$135,289	\$5,341.20	\$139,348
	3	\$5,105.30	\$133,194	\$5,309.50	\$138,521	\$5,468.80	\$142,677
	4	\$5,223.80	\$136,285	\$5,432.80	\$141,738	\$5,595.80	\$145,990
L6	1	\$5,399.70	\$140,874	\$5,615.70	\$146,510	\$5,784.20	\$150,906
	2	\$5,505.00	\$143,622	\$5,725.20	\$149,366	\$5,897.00	\$153,849
	3	\$5,609.40	\$146,345	\$5,833.80	\$152,200	\$6,008.80	\$156,765
	4	\$5,713.60	\$149,064	\$5,942.10	\$155,025	\$6,120.40	\$159,677

*Hospital and Health Service General Employees (Queensland Health) Award - State 2015***TECHNICAL STREAM**

Classification	Pay Point	Wage Rates payable from 01/09/22		Wage Rates payable from 01/09/23		Wage Rates payable from 01/09/24	
		Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
L1	1	\$1,861.00	\$48,552	\$1,935.40	\$50,493	\$1,993.50	\$52,009
	2	\$2,005.30	\$52,317	\$2,085.50	\$54,409	\$2,148.10	\$56,042
	3	\$2,149.50	\$56,079	\$2,235.50	\$58,323	\$2,302.60	\$60,073
	4	\$2,293.00	\$59,823	\$2,384.70	\$62,215	\$2,456.20	\$64,081
	5	\$2,371.30	\$61,866	\$2,466.20	\$64,341	\$2,540.20	\$66,272
	6	\$2,454.40	\$64,034	\$2,552.60	\$66,596	\$2,629.20	\$68,594
	7	\$2,554.20	\$66,637	\$2,656.40	\$69,304	\$2,736.10	\$71,383
L2	1	\$2,596.90	\$67,751	\$2,700.80	\$70,462	\$2,781.80	\$72,575
	2	\$2,685.30	\$70,058	\$2,792.70	\$72,860	\$2,876.50	\$75,046
	3	\$2,776.80	\$72,445	\$2,887.90	\$75,343	\$2,974.50	\$77,603
	4	\$2,871.40	\$74,913	\$2,986.30	\$77,910	\$3,075.90	\$80,248
	5	\$2,966.10	\$77,383	\$3,084.70	\$80,478	\$3,177.20	\$82,891
	6	\$3,062.60	\$79,901	\$3,185.10	\$83,097	\$3,280.70	\$85,591
L3	1	\$3,250.20	\$84,795	\$3,380.20	\$88,187	\$3,481.60	\$90,832
	2	\$3,340.00	\$87,138	\$3,473.60	\$90,624	\$3,577.80	\$93,342
	3	\$3,430.50	\$89,499	\$3,567.70	\$93,079	\$3,674.70	\$95,870
	4	\$3,520.20	\$91,840	\$3,661.00	\$95,513	\$3,770.80	\$98,377
L4	1	\$3,700.70	\$96,549	\$3,848.70	\$100,410	\$3,964.20	\$103,423
	2	\$3,821.80	\$99,708	\$3,974.70	\$103,697	\$4,093.90	\$106,807
	3	\$3,943.30	\$102,878	\$4,101.00	\$106,992	\$4,224.00	\$110,201
L5	1	\$4,110.00	\$107,227	\$4,274.40	\$111,516	\$4,402.60	\$114,861
	2	\$4,234.20	\$110,467	\$4,403.60	\$114,887	\$4,535.70	\$118,333
	3	\$4,357.90	\$113,694	\$4,532.20	\$118,242	\$4,668.20	\$121,790
	4	\$4,481.40	\$116,917	\$4,660.70	\$121,594	\$4,800.50	\$125,242
L6	1	\$4,629.40	\$120,778	\$4,814.60	\$125,609	\$4,959.00	\$129,377
	2	\$4,749.00	\$123,898	\$4,939.00	\$128,855	\$5,087.20	\$132,721
	3	\$4,867.60	\$126,992	\$5,062.30	\$132,072	\$5,214.20	\$136,035

Hospital and Health Service General Employees (Queensland Health) Award - State 2015

OPERATIONAL STREAM

Classification	Pay Points	Wage Rates payable from 01/09/22		Wage Rates payable from 01/09/23		Wage Rates payable from 01/09/24	
		Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
L1	1	\$1,659.30	\$43,290	\$1,725.70	\$45,022	\$1,777.50	\$46,374
	2	\$1,762.10	\$45,972	\$1,832.60	\$47,811	\$1,887.60	\$49,246
	3	\$1,865.80	\$48,677	\$1,940.40	\$50,624	\$1,998.60	\$52,142
	4	\$1,972.40	\$51,459	\$2,051.30	\$53,517	\$2,112.80	\$55,121
	5	\$2,079.50	\$54,253	\$2,162.70	\$56,423	\$2,227.60	\$58,116
	6	\$2,186.90	\$57,055	\$2,274.40	\$59,337	\$2,342.60	\$61,117
L2	1	\$2,216.60	\$57,830	\$2,305.30	\$60,144	\$2,374.50	\$61,949
	2	\$2,265.00	\$59,092	\$2,355.60	\$61,456	\$2,426.30	\$63,300
	3	\$2,315.20	\$60,402	\$2,407.80	\$62,818	\$2,480.00	\$64,701
	4	\$2,364.90	\$61,699	\$2,459.50	\$64,167	\$2,533.30	\$66,092
	E ¹	\$2,389.90	\$62,351	\$2,485.50	\$64,845	\$2,560.10	\$66,791
L3	1	\$2,413.90	\$62,977	\$2,510.50	\$65,497	\$2,585.80	\$67,462
	2	\$2,434.60	\$63,517	\$2,532.00	\$66,058	\$2,608.00	\$68,041
	3	\$2,482.50	\$64,767	\$2,581.80	\$67,357	\$2,659.30	\$69,379
	4	\$2,530.30	\$66,014	\$2,631.50	\$68,654	\$2,710.40	\$70,712
	E ¹	\$2,555.30	\$66,666	\$2,657.50	\$69,332	\$2,737.20	\$71,412
L4	1	\$2,631.20	\$68,646	\$2,736.40	\$71,391	\$2,818.50	\$73,533
	2	\$2,715.40	\$70,843	\$2,824.00	\$73,676	\$2,908.70	\$75,886
	3	\$2,795.50	\$72,933	\$2,907.30	\$75,849	\$2,994.50	\$78,124
	4	\$2,877.70	\$75,077	\$2,992.80	\$78,080	\$3,082.60	\$80,423
L5	1	\$2,951.50	\$77,003	\$3,069.60	\$80,084	\$3,161.70	\$82,486
	2	\$3,049.30	\$79,554	\$3,171.30	\$82,737	\$3,266.40	\$85,218
	3	\$3,149.80	\$82,176	\$3,275.80	\$85,463	\$3,374.10	\$88,028
	4	\$3,250.20	\$84,795	\$3,380.20	\$88,187	\$3,481.60	\$90,832
L6	1	\$3,396.60	\$88,615	\$3,532.50	\$92,160	\$3,638.50	\$94,926
	2	\$3,488.00	\$90,999	\$3,627.50	\$94,639	\$3,736.30	\$97,477
	3	\$3,580.80	\$93,421	\$3,724.00	\$97,157	\$3,835.70	\$100,071
L7	1	\$3,756.00	\$97,991	\$3,906.20	\$101,910	\$4,023.40	\$104,968
	2	\$3,849.20	\$100,423	\$4,003.20	\$104,441	\$4,123.30	\$107,574
	3	\$3,943.30	\$102,878	\$4,101.00	\$106,992	\$4,224.00	\$110,201
L8	1	\$3,999.40	\$104,341	\$4,159.40	\$108,516	\$4,284.20	\$111,772
	2	\$4,110.00	\$107,227	\$4,274.40	\$111,516	\$4,402.60	\$114,861
	3	\$4,342.50	\$113,293	\$4,516.20	\$117,824	\$4,651.70	\$121,360
L9	1	\$4,445.90	\$115,990	\$4,623.70	\$120,629	\$4,762.40	\$124,248
	2	\$4,548.60	\$118,670	\$4,730.50	\$123,415	\$4,872.40	\$127,117
	3	\$4,651.60	\$121,357	\$4,837.70	\$126,212	\$4,982.80	\$129,998
L10	1	\$4,867.60	\$126,992	\$5,062.30	\$132,072	\$5,214.20	\$136,035
	2	\$4,986.20	\$130,086	\$5,185.60	\$135,289	\$5,341.20	\$139,348
	3	\$5,105.30	\$133,194	\$5,309.50	\$138,521	\$5,468.80	\$142,677
	4	\$5,223.80	\$136,285	\$5,432.80	\$141,738	\$5,595.80	\$145,990

Note:

1. 'E' Increment eligibility:
 - (a) Employees will progress to the OO2.4E pay point after 24 months at OO2.4.
 - (b) Employees will progress to the OO3.4E pay point after 24 months at OO3.4.
2. OO2 transition to the new 'E' increment is on the basis of no disadvantage as follows:
 - (a) Employees engaged as OO2.5 as at 31 August 2022 will transition as follows from 1 September 2022:
 - (i) employed at OO2.5 for less than 12 months will translate to OO2.4 and receive the relevant Targeted Training Allowance (TTA) and will translate to the new OO2.4E increment once they have completed a total of 24 months service
 - (ii) employed at OO2.5 for 12 months or more will translate to OO2.4E and receive the relevant TTA
 - (b) The applicable TTA (refer to clause 2.11 and *HR Policy G13, Targeted training for operational stream employees*) will be based on the relevant qualifications, as follows:

- (iii) Low TTA – AQF certificate II or higher
 - (iv) High TTA – AQF certificate III or higher
 - (c) Employees with 24 months service at OO2.4 at 1 September 2022 will translate to the new OO2.4E increment.
 - (d) Employees with less than 24 months service as at 1 September 2022 will translate to the new OO2.4E increment once they have completed 24 months service e.g. an employee with 18 months service at OO2.4 on 1 September 2022 will translate after a further 6 months service at OO2.4 i.e. on 1 March 2023.
3. OO3 transition to the new 'E' increment is on the basis of no disadvantage as follows:
- (a) Employees with 24 months service at OO3.4 at 1 September 2022 will translate to the new OO3.4E increment.
 - (b) Employees with less than 24 months service as at 1 September 2022 will translate to the new OO3.4E increment once they have completed 24 months service e.g. an employee with 18 months service at OO3.4 on 1 September 2022 will translate after a further 6 months service at OO3.4 i.e. on 1 March 2023.

SCHEDULE 2 – PRESERVED HUMAN RESOURCE POLICIES

1. This schedule incorporates employment policies as terms of this Agreement.
2. As agreed by the parties, the Union/s relevant to this Agreement identified in the below table are those parties from which endorsement is required when a preserved policy is reviewed in accordance with clause 1.12 of this Agreement.
3. Any union who is party to this Agreement, that is not listed as a relevant union in the clause 4 table from which endorsement is required when a preserved HR policy is reviewed, in accordance with clause 1.12 of this Agreement, can nominate to be a relevant union during the life of the Agreement.
4. The relevant policies are as follows:

HR Policy	Matter	Relevant Unions
B12	Volunteers	AWU, TQ, TWU, UWU,
B23	Permanent Employment	AWU, QNMU, TQ, TWU, UWU
B24	Appointments – Permanent and /or Temporary – Commonwealth and/or State Funded Programs	AWU, QNMU, TQ, TWU, UWU
B25	Fixed Term Temporary Employment	AWU, QNMU, TQ, TWU, UWU
B26	Casual Employment	AWU, QNMU, TQ, TWU, UWU
B29	Job Evaluation –Roles covered by the Classification and Remuneration System	AWU, TQ, TWU, UWU
B30	Higher Duties	AWU, TQ, TWU, UWU
B32	Exemption from Open Merit for Positions Reclassified from AO2-AO3	TQ
B33	Administrative stream – Relief Staff	TQ
C26	Parental Leave	AWU, QNMU, TQ, TWU, UWU,
C29	Mental Health Allowance	AWU, TQ, TWU
C30	Environmental Allowance – Mental Health High Security and Secure Mental Health Rehabilitation Units	AWU, QNMU, TQ, TWU, UWU
C32	Compulsory Christmas/New Year Closure	AWU, QNMU, TQ, TWU, UWU
C33	Radiation Safety Act 1999 – Application and Licence Fees – “Use” Licences	TQ, TWU, UWU
C34	Paid Meal Breaks for Switch Attendants Who are Continuous Shift Workers or Sole Operators	TQ
C35	Uniforms for Administrative Staff	TQ
C36	Commencing Rates Administrative Stream	TQ
C38	Long Service Leave	AWU, QNMU, TQ, TWU, UWU
D5	Accommodation Assistance – Rural and Remote Incentive	AWU, QNMU, TQ, TWU, UWU
E12	Individual employee greivances	AWU, TQ, UWU
E13	Workplace Harassment	AWU, QNMU, TQ, TWU, UWU
F3	Access to Employee Records	AWU, QNMU, TQ, UWU
F4	Union Encouragement	AWU, QNMU, TQ, TWU, UWU
G14	Targeted Training for administrative officers	TQ
I4	Compensation for Loss of or Damage to Private Property and Personal Effects of and Damage to Visitor’s Vehicles	AWU, TQ, UWU

SCHEDULE 3 – VARIABLE WORKING HOURS ARRANGEMENT

Queensland Health Variable Working Hours Arrangement

Part 1 – Preliminary

Title of Arrangement	1.1
Application of the Arrangement	1.2
Policy	1.3

Part 2 – Definitions

Definitions	2.1
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Part 3 – Terms and Conditions of Employment

Working Arrangements	3.1
Consultation	3.2
Failure to Comply	3.3
Hours of Duty	3.4
Time Recording and Calculation	3.5
Accrued Credit Time and Debit Time	3.6
Employee Ceases Work	3.7
Accrued Time Off	3.8
Grievance Procedure	3.9

1.1 Title of Arrangement

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

1.2 Application of the Arrangement

These arrangements apply to:

- 1.2.1 All permanent and temporary, full-time and eligible part-time employees engaged under the *Queensland Public Service Officers and Other Employees Award – State 2015*, who are employed by the Department.
- 1.2.2 All permanent and temporary, full-time and eligible part-time administrative, professional and technical employees engaged under *Hospital and Health Service General Employees (Queensland Health) Award – State 2015*. Application of this arrangement to employees engaged in the professional and technical streams is at the discretion of management (Refer to Circular 73/06).
- 1.2.3 Where determined by management that operational and client services requirements do not allow the application of these arrangements to professional and technical employees, existing hours of work provisions will continue to apply (eg. 19 day month, etc).
- 1.2.4 In accordance with Circular 5/95, administrative staff, home care co-ordinators and assistant home care co-ordinators are subject to these arrangements, except where the employee, due to lack of access to full day/s off, elects to change to a standard accumulated day off (ADO) arrangements (eg. 19 day month).

These arrangements do not apply to:

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

1.3 Policy

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

PART 2 - DEFINITIONS

2.1 Definitions

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

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

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

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

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

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

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

- (a) fill in spaces on a roster
- (b) replace employees absent on leave or accrued or rostered days off; or
- (c) cover peak workload periods or client service requirements at specific times

Flexible Work Arrangements include, but are not limited to, job sharing, purchased leave and parental leave.

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

Spread of Hours is the time between 6.00am and 6.00pm Mondays to Fridays inclusive, unless otherwise outlined in an employee's relevant award.

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

Standard Day

- for *Hospital and Health Service General Employees (Queensland Health) Award – State 2015* employees, is seven hours 36 minutes, to be worked during the ordinary spread of hours.
- for *Queensland Public Service Officers and Other Employees Award - State 2015* employees, is seven hours and 15 minutes, to be worked during the ordinary spread of hours.

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

PART 3 – TERMS AND CONDITIONS OF EMPLOYMENT

3.1 Working Arrangements

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

3.2 Consultation

- 3.2.1 When considering the application of the variable working arrangements, managers should undertake genuine consultation with staff and where possible apply the arrangements by agreement with the majority of staff affected.
- 3.2.2 Managers are responsible for implementing variable working hours arrangements appropriate to operational requirements and cost effectiveness. Normal operating hours are to be established to meet

client needs, in a way which does not limit the entitlement for employees to be able to access accrued time/day(s) off within a work cycle.

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

3.2 Failure to Comply

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

3.3 Hours of Duty

As per the relevant award.

3.5 Time Recording and Calculation

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

3.6 Accrued Credit Time and Debit Time

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

3.7 Employee Ceases Work

- 3.7.1 When an employee resigns, retires or is appointed to a department other than the Department or a HHS where a different hours of work arrangement is utilised, or otherwise ceases duty, all reasonable attempts must be made to ensure the employee is provided with the opportunity to use available credit time and/or make up debit time, where possible.
- 3.7.2 Provided that any such employee shall receive compensation for a credit time existing at the time of such cessation of duty at ordinary time when such credit time cannot be taken. An employee

possessing a debit time at the time of cessation of duty will have a corresponding deduction made from their salary.

3.8 Accrued Time Off

3.8.1 An employee may be granted up to three standard days accrued time off during any settlement period and will be no less than 15 minutes on any one occasion where;

- (a) The employee has accumulated an equivalent amount of credit at the commencement of the day upon which the period of accrued time off is required; and
- (b) Prior approval of the supervisor has been obtained.

3.8.2 Where four or more hours accrued time off is to be taken such requests must be submitted to the supervisor with at least 24 hours' notice.

3.9 Grievance Procedure

Grievances can be lodged in accordance with the established grievance procedure, but employees must comply with managers directions until the grievance is resolved (refer *HR Policy E12 Individual Employee grievances*) and the EB11 dispute resolution clause at clause 1.12.

SCHEDULE 4 – QUEENSLAND AMBULANCE SERVICE HOURS OF WORK ARRANGEMENTS

PART 1 – PURPOSE

- 1.1 These hours of work arrangements outline the principles for the management of hours of work for public service employees within the QAS in accordance with Schedule 3 of the *Queensland Public Service Officers and Other Employees Award – State 2015*.
- 1.2 These arrangements seek to:
 - (a) enable flexible hours of work arrangements for employees;
 - (b) ensure operational business requirements are met;
 - (c) balance work and personal commitments; and
 - (d) ensure meaningful work is provided.

PART 2 – SCOPE

- 2.1 These hours of work arrangements apply only to those employees who are covered by the *Queensland Public Service Officers and Other Employees Award – State 2015*.
- 2.2 Where a critical incident is determined to exist in accordance with *Ministerial Directive 06/16 – Critical Incidents Entitlements and Conditions* (as amended from time to time), the terms of the Directive shall override the terms of these hours of work arrangements to the extent of any inconsistency, where more favourable.

PART 3 – ARRANGEMENTS

3.1 Hours of Work

- 3.1.1 The ordinary working hours for full time employees shall be an average of seven hours and 15 minutes per day (36 hours and 15 minutes per week) over a four-week work cycle for all employees, except those whose ordinary hours of duty are determined by the Governor-in-Council, a Directive, or an Award, to be other than 36 hours and 15 minutes per week.
- 3.1.2 The spread of hours is 6.00am to 6.00pm Monday to Friday.
- 3.1.3 Employees engaged as Casual Community Education Instructors shall have a spread of ordinary hours of 8.00 am to 6.00 pm Monday to Friday.
- 3.1.4 Employees engaged as Casual Community Education Instructors may be required to perform duties at various locations. Any excess travelling time (as defined by *Ministerial Directive 02/18* as amended) that occurs outside the ordinary spread of hours shall be paid for at the ordinary casual rate.
- 3.1.5 Employees will work their ordinary working hours, exclusive of meal breaks, within the spread of hours. Employees and supervisors will negotiate agreement on the normal operating hours in order to meet operational requirements and the employee's work/life balance.
- 3.1.6 In the event that agreement cannot be reached, supervisors may direct starting or ceasing times of employees within the spread of hours based on operational requirements and having regard to work/life balance principles.
- 3.1.7 An employee may work their ordinary working hours outside the normal operating hours of the work unit but within the spread of hours, with prior approval from their supervisor.
- 3.1.8 Starting and finishing times shall be deemed to commence on the hour or at 15 minute intervals after the hour.
- 3.1.9 Employees who work more than five hours in a day shall be entitled to an unpaid meal break period of not less than 30 minutes. The meal break is to be taken between the third and sixth hour of duty.
- 3.1.10 Employees who work more than three hours but less than six ordinary hours in a day shall be entitled to a 10 minute rest pause. Employees who work more than six hours will be entitled to two 10 minute rest pauses. Rest pauses are to be taken in the employer's time and at a time that suits operational requirements.

- 3.1.11 No more than nine-and-a-half hours at ordinary time rates may be worked in any one day.

3.2 Hours of Work (CBD)

- 3.2.1 Employees covered by these hours of work arrangements and whose place of work is within the CBD (as defined) shall be subject to a spread of hours of 6.00am to 7.00pm Monday to Friday, only where there is mutual written agreement between each employee and their supervisor.
- 3.2.2 Mutual written agreement must be reached and documented prior to performing any work as ordinary hours past 6.00pm.
- 3.2.3 The written agreement can be for a specified period or for an unlimited period but must be signed by both the employee and their supervisor and a copy maintained with the employee's attendance records.
- 3.2.4 Either party may withdraw their agreement at any time; however this withdrawal must be in writing and signed by the party withdrawing the agreement. The employee would then revert back to the spread of hours of 6.00am to 6.00pm Monday to Friday.
- 3.2.5 A party withdrawing their agreement, whilst not obliged to, are encouraged to provide at least one week's notice of the withdrawal.

3.3 Accrued Time

- 3.3.1 An employee may accrue time, provided that additional hours are performed to meet operational requirements and are approved by the employee's supervisor. Accrued time shall be calculated in 15 minute intervals.
- 3.3.2 An employee may carryover up to a maximum of 36 hours and 15 minutes (five days pro-rata for part time employees) of accrued time from one work cycle to the next cycle.
- 3.3.3 Any time in excess of the carryover balance at the end of a four week work cycle shall be forfeited. Employees may access accrued time during each work cycle. Access to accrued time during the work cycle shall not be limited to less than three days, to be taken either consecutively or separately.
- 3.3.4 Accrued time off may only be taken with the prior approval of the relevant supervisor of the work unit. Accrued time may be taken as part days or full days.
- 3.3.5 Accrued time must be taken prior to cessation of employment as no payment will be made for unused accrued time. Supervisors shall not unreasonably prevent employees from taking accrued time immediately prior to an employee's separation from employment.
- 3.3.6 The Commissioner, QAS (or authorised delegate) may direct an employee to perform ordinary working hours, including relevant start and finish times where that employee's time management is unsatisfactory.
- 3.3.7 Employees are responsible for complying with these arrangements which includes accurately recording starting and finishing times, meal breaks and periods of leave.
- 3.3.8 Failure to accurately record starting and finishing times may constitute fraud and/or corrupt conduct. Any suspected fraud or corrupt conduct must be referred to the Ethical Standards Unit, Department through the QAS Employee Relations Unit. Substantiated allegations of fraud or corrupt conduct may result in an employee being liable for disciplinary action, which may include penalties up to and including, termination of employment.

3.4 Debit Time

- 3.4.1 An employee, with the prior approval of their supervisor, may accrue debit time up to a maximum of two days of ordinary working hours at any one time for family leave or other emergent purposes only.
- 3.4.2 Accrued debit time may be carried from one work cycle to the next, however, supervisors and employees must negotiate a plan for the accrued debit time to be worked back in a prompt and reasonable timeframe. This shall not exceed two work cycles.

- 3.4.3 Upon cessation of employment, any debit time must be repaid.

3.5 Overtime

- 3.5.1 Subject to the provisions of *Ministerial Directive 02/18 – Hours, Overtime and Excess Travel* (as amended from time to time), the Commissioner, QAS (or authorised delegate) may authorise overtime payments where relevant criteria are met.
- 3.5.2 Overtime is authorised work on any day which:
- is performed within the spread of hours and exceeds nine and a half hours (nine hours and 30 minutes); or
 - is performed outside the spread of hours.
- 3.5.3 Employees who perform authorised overtime, with mutual agreement from their supervisor may elect to be paid overtime at the prescribed rate or have such time accrued as Time-Off-In-Lieu (TOIL) of overtime on a time for time basis in accordance with clause 3.7.
- 3.5.4 Overtime payments for work performed on a public holiday shall be managed in accordance with section 23.1 of the *Queensland Public Service Officers and Other Employees Award – State 2015*.
- 3.5.5 Overtime shall be calculated to the nearest quarter of an hour for the total amount of time in respect to which overtime is claimed by an employee.
- 3.5.6 The rate for an employee temporarily filling and discharging the full duties of an officer at a higher classification level for which overtime payments are applicable shall be the rate applicable to relieving in that higher classification level.
- 3.5.7 Employees required to work overtime, shall be as far as practicable, given reasonable notice of the requirement for overtime and not be required to work more than a reasonable amount of overtime. Family responsibilities need to be considered when directing employees to work overtime.

3.6 Time Off in Lieu of Overtime (TOIL)

- 3.6.1 Time Off in Lieu of Overtime (TOIL) shall apply to time worked (by applicable employees) outside the spread of hours, or in excess of nine and a half hours (nine hours and 30 minutes) on any one day (excluding meal breaks).
- 3.6.2 Employees in classifications above the overtime cut off shall be compensated for all overtime by TOIL, or any other arrangements specified under *Ministerial Directive 02/18– Hours, Overtime and Excess Travel* (as amended from time to time).
- 3.6.3 TOIL accrues independently of Accrued Time.
- 3.6.4 TOIL is calculated in 15 minute intervals.
- 3.6.5 There is no upper limit to the amount of TOIL that may accumulate.
- 3.6.6 TOIL is to be taken within 12 months of its accrual in accordance with *Ministerial Directive 02/18– Hours, Overtime and Excess Travel* (as amended from time to time).
- 3.6.7 Prior authorisation must be given by the supervisor of the relevant work unit for the accrual or taking of TOIL.
- 3.6.8 TOIL must be taken at times to suit operational requirements allowing management control over staffing levels.

3.7 Fatigue Leave

- 3.7.1 Starting and ceasing times of employees shall be arranged to ensure that the fatigue break prescribed by clause 18.9 of the *Queensland Public Service Officers and Other Employees Award – State 2015* is given effect. That is employees, where practicable, shall have a break of at least 10 consecutive hours

between the cessation of work on one day and the commencement of work on the next day. In cases where such a break is not practicable, the provisions of the Award shall have application.

3.8 Public Holidays

- 3.8.1 An employee who is required to work their ordinary hours on a public holiday:
- (a) will be compensated at the rate of double time and a-half* with a minimum of four hours; or
 - (b) in addition to the ordinary daily rate, may elect to receive time off equivalent to the number of hours worked with a minimum of four hours.

* *'Double time and a-half'* means one and one-half day's wages in addition to the ordinary daily rate.

- 3.8.2 An employee, excluding an employee in receipt of wages above the overtime cut-off, or any other arrangements specified under *Ministerial Directive 02/18 – Hours, Overtime and Excess Travel* (as amended from time to time) who works outside their ordinary working hours on a public holiday will be compensated at double the normal overtime rates, in accordance with the IR Act.

3.9 Attendance Records (Timesheets)

- 3.9.1 The chief executive, or delegate, is required to maintain a system for recording starting and ceasing times, meal breaks and absences from duty. This applies to all employees in the QAS except for those who have been, or are of a class which has been, specifically exempted by the chief executive or delegate.
- 3.9.2 All permanent and temporary employees (excluding Senior Officers, Senior Executive Service Officers (and equivalent employees) or employees otherwise exempted in accordance with clause 3.9.1) shall complete an attendance record indicating accurately and honestly their attendance at work and any leave taken.
- 3.9.3 Failure to accurately record starting and finishing times may constitute fraud and/or corrupt conduct. Any suspected fraud or corrupt conduct must be referred to the Ethical Standards Unit, Department through the QAS Employee Relations Unit. Substantiated allegations of fraud or corrupt conduct may result in an employee being liable for disciplinary action, which may include penalties up to and including, termination of employment.
- 3.9.4 Employees must use the corporate timesheet arrangements (link available through the QAS HR Intranet) to record attendance information to ensure compliance with audit requirements and organisational policies.

3.10 Complaints Procedure

- 3.10.1 Any complaint in respect of matters arising out of the application of these hours of work arrangements will be dealt with in accordance with the QAS HR Procedure - Employee Complaints Management (as amended from time to time).

3.11 Responsibilities

- 3.11.1 Employees will:
- (a) Complete accurate attendance records, including appropriate leave applications as soon as practicable, and submit them to their immediate supervisor within a reasonable time at the end of each week;
 - (b) Comply with all reasonable and lawful directions relating to hours of work arrangements;
 - (c) Ensure work obligations and client service standards are not adversely impacted through the use of these arrangements;
 - (d) Obtain prior approval of their supervisor to access accrued time or to accrue debit time; and
 - (e) Cooperate with supervisors regarding normal operating hours.
- 3.11.2 Supervisors will:
- (a) Establish and implement normal operating hours of the work unit;
 - (b) Provide awareness and advice to employees on these hours of work arrangements and its operations within the work unit;

- (c) Monitor the attendance records of staff in their work area and approve them to indicate endorsement;
- (d) Ensure that any absences (such as illness or other approved leave) have been applied for utilising the approved payroll system prior to approving the time sheet and verifying leave taken by employees against Monthly Leave Taken Reports;
- (e) Ensure that consideration is given to operational convenience and appropriate staffing levels are maintained prior to approving accrued time to be taken;
- (f) Ensure fair treatment of all staff regarding access to the provisions of these arrangements;
- (g) Consider equal employment opportunity and anti-discrimination issues when applying and using the provisions of these arrangements; and
- (h) Manage work units to ensure that eligible employees do not unnecessarily forfeit accrued time in excess of the carryover limit.

PART 4 – DEFINITIONS

Term	Definition
Ordinary working hours	Ordinary working hours are seven hours and 15 minutes (7.25 hours) per day for full time employees. Ordinary working hours means a standard seven hours 15 minutes working day, worked within the spread of hours and which includes a lunch break. For example, ordinary working hours worked between 9.00am to 5.00pm Mondays to Fridays inclusive with a lunch break between 12.00noon and 2.00pm.
Accrued time	This is the hours of duty performed which have not been compensated by payment of overtime or TOIL, and which are in addition to the ordinary working hours of the employee.
Employee	An employee is an officer or employee employed under the <i>Queensland Public Service Officers and Other Employees Award – State 2015</i> including a trainee registered under the <i>Vocational Education, Training and Employment Act 2000</i> whose parent Award is the <i>Queensland Public Service Officers and Other Employees Award – State 2015</i> .
Carryover balance	This is accrued time not taken as paid time off in one work cycle (including debit time) and which, subject to any specified limit, is carried over to the next work cycle.
Normal operating hours	The hours of operation of the work unit on any one day within the spread of hours within which employees will be authorised to commence and cease duty.
Spread of Hours	The standard spread of hours is 6.00am to 6.00pm Monday to Friday. A spread of hours extending outside 6.00am to 6.00pm on Mondays to Fridays may be introduced following agreement of the Director-General, the majority of employees affected and the relevant union or unions.
Overtime cut-off	The overtime cut-off is taken to mean the level of salary (i.e. AO5 pay point 4 level or equivalent) above which overtime payments are not normally applicable, as provided for in <i>Ministerial Directive 02/18 – Hours, Overtime and Excess Travel</i> (as amended from time to time).
Work cycle	The work cycle for QAS is a four week period during which accrued time and approved leave will be accounted.
CBD	Central Business District (CBD) means the area within the area of the Australian Bureau of Statistics Statistical Local Areas of "City -Remainder" and "City -Inner" within the Statistical Subdivision of "0501 -Inner Brisbane" "City -Remainder" and "City -Inner" within the Statistical Subdivision of "0501 -Inner Brisbane" -Commencing at the outer extremities of the junction of Coronation Drive and Boomerang Street; then along Boomerang Street to its junction with Milton Road; then along Hale Street to its junction with Musgrave Road; then along Musgrave Road, College Road, and Wickham Terrace to its junction with Turbot Street; then along Turbot Street to its junction with Boundary Street; then along Boundary Street to its end near the Brisbane River; then along the northern bank of the Brisbane River to the junction of Coronation Drive and Boomerang Street. Any premises facing onto any of the named streets shall be deemed to be within the defined area. The CBD does not include locations at Spring Hill, Fortitude Valley and Woolloongabba.

SCHEDULE 5 – MAINTENANCE OF PO/TO ENTITLEMENTS

5.1 Rural Allowance

- 5.1.1 Professional and technical employees permanently located in the locations and facilities identified in Attachment Three of HR Policy C15 will be paid a rural allowance as follows:
- 5.1.2 Category A staff will be paid \$60.00 per week, Category B staff will be paid \$100.00 per week.
- 5.1.3 The allowance is not an all purpose allowance.
- 5.1.4 Payment of the allowance will be paid on a pro-rata basis to part time and casual employees.

5.2 Professional Development Incentive Package

- 5.2.1 This package will entitle each permanent professional, technical stream employees access to funding for professional development.
- 5.2.2 The package is applicable to all permanent full-time and part-time (minimum engagement 16 hours per fortnight) professional and technical stream employees.
- 5.2.3 All employees except those working in areas listed in Attachment One of HR Policy C63 can access \$600 per annum for approved professional development activities.
- 5.2.4 Employees working in areas identified as Category A in Attachment One of HR Policy C63 can access \$1000 per annum for approved professional development activities.
- 5.2.5 Employees working in areas identified as Category B in Attachment One of HR Policy C63-can access \$1500 per annum for approved professional development activities.
- 5.2.8 Leave to access professional development activities will continue as per current public sector entitlements.
- 5.2.9 The Professional Officer professional development allowance (PDA) provided for at clause 2.9 of this Agreement, is in addition to this package.

Signed by the chief executive of Queensland Health:

Shaun Drummond

Director-General, Queensland Health

8 May 2023

Signature

Date

In the presence of:

Trish Nielsen

Signature

Print Name

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

Kathleen Veach

Print Name

9 May 2023

Signature

Date

In the presence of:

Ashleigh North

Print Name

9 May 2023

Signature

Date

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

Stacey Schinnerl

Print Name

10 May 2023

Signature

Date

In the presence of:

Riley Chisholm

Print Name

10 May 2023

Signature

Date

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

Alex Scott

Print Name

9 May 2023

Date

Signature

In the presence of:

Michael Thomas

Print Name

9 May 2023

Date _____

Signature

Signed for and on behalf of the Transport Workers' Union of Australia, Union of Employees (Queensland Branch):

Richard Olsen

Print Name

10 May 2023

Date _____

Signature

In the presence of:

Helena Dalton-Bridges

Print Name

10 May 2023

Date _____

Signature

Signed for and on behalf of United Worker's Union, Industrial Union of Employees, Queensland :

Sharon Caddie

Print Name

9 May 2023

Date _____

Signature

In the presence of:

Toni Blake

Print Name

9 May 2023