QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016

State of Queensland (Queensland Health) and Health and Wellbeing Queensland

AND

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

(No. CB/2023/43)

HEALTH PRACTITIONERS AND DENTAL OFFICERS (QUEENSLAND HEALTH) CERTIFIED AGREEMENT (NO. 4) 2022

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PART 1 – PRELIMINARY MATTERS

1.1 Title

1.1.1 This Agreement shall be known as the *Health Practitioners and Dental Officers (Queensland Health) Certified Agreement (No.4) 2022* (HPDO4).

1.2 Definitions

1.2.1 In this Agreement, the following definitions are used:

IR Act means the *Industrial Relations Act 2016*.

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

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

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

CA means clinical assistant.

DO means dental officer.

Employee means a health practitioner, or dental officer, or clinical assistant, for whom classifications and rates of pay are prescribed herein.

Employer means:
(a) the Chief Executive (Director-General), Queensland Health; and
(b) the Chief Executive, Health and Wellbeing Queensland;
in their capacity as the employer of employees covered by this Agreement.

FTE means Full-time Equivalent.

HCF means Health Consultative Forum.

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

HP means health practitioner.

HPDOCG means the Health Practitioners and Dental Officers Consultative Group.

Preserved human resource (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 Service 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.

Together means Together Queensland, Industrial Union of Employees.

United Workers' means United Workers' Union, Industrial Union of Employees, Queensland.

Union(s) means United Workers' Union, Industrial Union of Employees, Queensland, or Together Queensland, Industrial Union of Employees, or The Australian Workers' 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; and

(ii) Health and Wellbeing Queensland;

(b) United Workers' Union, Industrial Union of Employees, Queensland;

(c) Together Queensland, Industrial Union of Employees; and

(d) The Australian Workers' 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 herein.

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 the date of certification and will have a nominal expiry date of 16 October 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 *Health Practitioners and Dental Officers (Queensland Health) Certified Agreement (No. 3) 2019* (HPDO3) is to be terminated upon certification of the *Health Practitioners and Dental Officers (Queensland Health) Certified Agreement (No. 4) 2022*.

1.7 Relationships with Awards, Agreements and Other Conditions

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

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

1.7.3 Where there is any inconsistency between this Agreement and the relevant award, the terms of this Agreement will apply to the extent of any inconsistency.

1.7.4 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.

1.7.5 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, Health and Wellbeing Queensland and QAS 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 parties will use their best endeavours to co-operate to avoid disputes arising between the parties. The emphasis will be on settling a dispute at the earliest possible stage in the process. Where appropriate and practical, the parties will attempt to resolve any disputes informally prior to referring the dispute to the Queensland Industrial Relations Commission (QIRC).

1.11.2 In the event of any disagreement between the parties as to the interpretation, application or implementation of this Agreement, the following procedures will be followed:

(a) When an issue is identified at the local level by an accredited union representative, the employee/s concerned or a management representative, an initial discussion should take place at this level. This discussion should take place between the concerned parties within 24 hours and this process should take no longer than seven days.

(b) If the issue remains unresolved, it may be referred to the HHS management (or equivalent) for resolution. HHS management (or equivalent) will consult with the parties. The employee may exercise the right to consult and/or be represented by their Union representative during this process. The outcome is to be provided in writing. This process should take no longer than seven days.

(c) If the issue remains unresolved, it may be referred to the HPDOCG. The HPDOCG will deal with the issue in a timely manner. If the HPDOCG forms an agreed view on the resolution of the issue, this is the position that will be accepted and implemented by the parties.

(d) If the HPDOCG considers that the issue falls outside the interpretation, application and implementation of this Agreement, or has whole of department implications, the parties may agree to refer the issue to an appropriate body.

(e) If the issue remains unresolved, either party may refer the matter to the QIRC.

(f) Nothing contained in this procedure shall prevent a union or the employer from intervening in respect of issues in dispute, should such action be considered conducive to achieving resolution.

1.11.3 The status quo prior to the existence of the issue is to continue while the dispute resolution procedure is being followed, provided that maintenance of the status quo does not result in an unsafe environment.

1.11.4 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 in such disputes. Following discussions the parties may make recommendations to the Director-General.

1.12 HR Policy Preservation

1.12.1 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.

1.12.2 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.

1.12.3 The parties agree that the policy documents contained in 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 and Health and Wellbeing Queensland policies may differ, the conditions and entitlements in these Queensland Health HR policies will apply or continue to apply to the QAS and Health and Wellbeing Queensland from the date of certification of this Agreement.

1.12.4 Where an existing policy of the QAS and Health and Wellbeing Queensland provides a more beneficial entitlement to an employee than provided in the preserved policy, then the existing policy of QAS and Health and Wellbeing Queensland will apply.

1.12.5 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 human resource (HR) policies which had reviews completed during the life of HPDO3, 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.

1.12.6 The parties agree the entitlements and conditions contained in clause 1.12.4 will not be reduced prior to or during the review conducted in accordance with clause 1.12.5, other than by the Agreement of the parties.

1.12.7 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.

1.13 Cultural Respect and Health Equity Strategy

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

1.13.2 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*.

1.14 Operation and Implementation of the Agreement

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

1.14.2 The operation and implementation of the Agreement will be overseen by the Health Practitioner and Dental Officer Consultative Group (HPDOCG).

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

1.14.4 The HPDOCG will be made up of the Department, HHS representatives and representatives of unions as parties to the Agreement.

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

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

(a) resolving issues relating to the interpretation, application or operation of the Agreement as referred to the HPDOCG under clause 1.11 of this Agreement;

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

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

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

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

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 17 October 2022;

(b) 4% from 17 October 2023;

(c) 3% from 17 October 2024.

2.1.2 The first wage increase effective 17 October 2022 is to be applied to the last HPDO3 rate or Award rate as at 17 October 2022, whichever is higher. Future wage increases will be applied to the Agreement rates stipulated for the prior year.

2.2 Minimum Wage Adjustment and Award Maintenance

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 of this Agreement, subject to clause 2.2.2 and 2.2.3.

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 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, 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 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 17 October in one year to 16 October 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:

- 16 October 2023 (COLA Payment Year 1); or
- 16 October 2024 (COLA Payment Year 2); or
- 16 October 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 15 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 16 October 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 three 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 October 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 five 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 six months, takes three months leave at half pay and takes three months leave without pay, under this Agreement. Their base wages for the agreement year will reflect the six months they worked, three months where they earned half pay and three 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 six months under this Agreement and is temporarily seconded and works for six months under a different Agreement. Their base wages for the agreement year will the reflect six 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 2.3.2, 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

(a) 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 17 October 2024 to 16 October 2025. The wage increase under the Agreement is 3% on 17 October 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 17 October 2022 to 16 October 2023. The wage increase under the Agreement is 4% on 17 October 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 + 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 17 October 2022. The base wages payable to the relevant employee for the agreement year from 17 October 2022 to 16 October 2023 is $90,000. The calculation occurs as follows:*

- *a = 100 / (1 + 0.04)*
- *a = 96.1538*
- *$90,000 adjusted by 96.1538% = $86,538.42;*

(d) Step four

(i) The figure from clause 2.3.3(c) is then multiplied by the COLA Percentage calculated in clause 2.3.3(b) to determine the particular employee's COLA Payment for that agreement year.

(ii) *Example: The COLA percentage is 3%.*

- *$86,538.42 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 2.3.2(b), 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 2.3.2(c), if payable, the relevant COLA Payment will be made within three months of the employee providing the notice of their employment pursuant to clause 2.3.2(c).

(c) Queensland Health 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 the 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 up to 50% of salary payable under this Agreement, and also where applicable the payments payable by the employer to the employee under the *Paid Parental Leave Act 2010* (Cth).

2.5.2 Despite clause 2.5.1, 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 sacrificed under this clause, 'salary' means the salary payable under schedule 1 of this Agreement, and also where applicable the payments payable via the employer to the employee under the *Paid Parental Leave Act 2010* (Cth).

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 *Industrial Relations Act 2016* (IR Act).

2.5.6 FBT exemption cap: The FBT exemption cap is a tax concession under the *Fringe Benefits Tax Assessment Act 1986* (Cth) for limited categories of employers. The FBT exemption cap is not an employee entitlement. The manner of the application of the FBT exemption cap is determined by the employer in accordance with the FBT legislation. Under the FBT legislation, to be eligible for the FBT exemption cap at the time fringe benefits are provided, the duties of the employment of an employee must be exclusively performed in, or in connection with, a public hospital or predominantly involved in connection with public ambulance services.

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 Australian Taxation Office (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 superannuation 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 Emergency Clinical On Call Allowance Rate

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

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

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

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

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

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

(a) Either;

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

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

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

2.7 Priority On Call Allowance

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

2.7.2 Priority on call allowance is not paid in the circumstances described in clause 2.6 of this Agreement.

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

2.8 Recall Payment

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

(a) For a recall on Monday to Friday:

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

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

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

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

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

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

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

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

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

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

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

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

2.9 Break Between Shifts for Health Practitioners

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

2.9.2 If, on the instructions of the employer, an employee resumes or continues ordinary work without having had 10 consecutive hours off duty the employee shall be paid double rates until they are released from duty and shall then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

2.9.3 Where a health practitioner's first recall is less than three hours before the commencement of an ordinary shift, and the employee has already had a ten hour break immediately prior to that recall, clause 2.9.19.1 and clause 2.9.2 will not apply, provided that the employee:

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

(b) is paid the minimum payment in clause 2.8.1 of this Agreement in addition to payment for the ordinary shift.

2.9.4 Clause 2.9 operates to the exclusion of clause 18.11(d) of the HPDO Award, a health practitioner is entitled to a break between shifts in accordance with clause 2.9.1 and clause 2.9.2 if the period of recall is less than two hours.

2.10 Afternoon Shift Penalties for Shift Workers

2.10.1 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.

2.11 Higher Education Incentive for Health Practitioners

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

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

(a) A level 1 qualification is:

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

(ii) a second bachelor degree; or

(iii) equivalent credential.

(b) A level 2 qualification is a post graduate master's degree or PhD.

2.11.3 Accelerated paypoint advancement:

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

2.11.4 Higher education incentive allowance:

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

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

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

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

2.11.5 The higher education incentive allowance is payable as follows:

(a) A health practitioner who qualifies for an allowance under clause 2.11.4(a) is entitled to receive the relevant allowance from the date the approved application is submitted, but no earlier than the date the health practitioner reached 12 months at the maximum paypoint.

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

2.11.6 Higher education incentive allowance upon higher duties:

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

(b) As at 18 August 2020, the date of certification of HPDO3, a health practitioner who is in receipt of the higher education incentive incremental advancement or the allowance subsequently undertakes higher duties at either HP2, HP3 or HP4 level, the health practitioner becomes eligible to access the higher education incentive allowance once they have served 12 months at the top paypoint of the higher classification level.

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

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

2.11.7 Entitlement upon promotion:

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

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

(c) When a health practitioner who is in receipt of the higher education incentive is subsequently promoted to HP5, they will commence at HP5.2.

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

2.11.8 Entitlement where more than one qualification:

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

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

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

2.11.9 Qualifications no longer relevant:

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

2.11.10 Sonographers and Radiographer/Sonographers who possess only the minimum qualifications required to undertake each role, or whose additional qualifications are not relevant to the role, and are in receipt of the higher education incentive allowance as at the date of certification, will continue to receive this allowance as a grandparented arrangement provided they continue to meet the other requirements as set out in *Human Resources Policy C27: Health practitioners – Higher education incentive*.

2.12 Duty Technician Allowance

2.12.1 An Anaesthetic Technician appointed to be in charge of theatre (Duty Technician) is to be paid the duty technician allowance. The allowance is to be paid per day the Anaesthetic Technician is so employed.

2.12.2 The rates for the duty technician allowance are as follows:

	From 17 October 2022	From 17 October 2023	From 17 October 2024
Per day up to a maximum of 10 days allowance per fortnight	$3.46	$ 3.60	$ 3.71

2.13 Prison Allowance

2.13.1 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.

2.13.2 The allowance 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 13.5(a) of the *Health Practitioners and Dental Officers (Queensland Health) Award – State 2015.*

2.13.3 This clause will not apply to DO1 employees who will continue to receive the Dental officer correctional services allowance in accordance with *HR Policy C15 Allowances*, or those 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*.

2.13.4 Where a new Queensland Correctional Services facility is opened during the life of this Agreement, or additional facilities are identified, the prison allowance will apply.

PART 3 – ATTRACTION AND RETENTION

3.1 Attraction and Retention Incentives

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

3.1.2 Queensland Health supports the payment of attraction and retention payments incentives of up to 10% of the employee's base rate where it is necessary to address:

(a) supply and skills shortages;

(b) interstate and private sector market wages rates and demand; and

(c) the ability to maintain critical service delivery requirements.

3.1.3 A Health Service Chief Executive or the Director-General, at their discretion in accordance with clause 3.1.2, may offer an attraction and retention incentive of up to 10% of the employee's base rate.

3.1.4 Discretionary attraction and retention incentive payments made in accordance with clause 3.1.3 are inclusive of any other attraction and retention payments, including the below listed items, and will not result in an overall reduction of attraction and retention payments to the employee:

Provision	Source
Radiation therapy development allowance	Clause 13.4 of the *Health Practitioners and Dental Officers (Queensland Health) Award – State 2015* Clause 0 of this Agreement
Radiation therapy interim allowance	Clause 3.6 of this Agreement
Grandparenting of retention payments for certain health practitioners	Schedule 7 of this Agreement
Sonography development allowance	Clause 3.2 of this Agreement
Nuclear therapy development allowance	Clause 3.3 of this Agreement
Medical physicists attraction and retention incentive	Clause 2.4 of this Agreement
Rural and remote allowance for health practitioners	Clause 3.7 of this Agreement
Rural incentive scheme for dentists	Clause 3.9 of this Agreement
Locality allowances	Clauses 3.8 and 4.16 of this Agreement
Section 66(4) arrangements approved by the Director-General	Section 66(4) of the HHB Act

3.1.5 Discretionary attraction and retention incentive payments are for a pre-determined period including periods of paid leave and are not for the purpose of providing performance-based rewards. Management will review each attraction and retention incentive payment in consultation with the employee within three months of any pre-determined period end date.

3.2 Sonography Development Allowance

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

3.2.2 Eligible sonographers and radiographer/sonographers positions shall receive the sonography development allowance of $8,894 per annum.

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

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

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

3.2.6 The allowance will be subject to a joint review 12 months prior to the expiry of HPDO4 to determine if the allowance should be recommended to continue in the subsequent agreement.

3.3 Nuclear Medicine Technology Development Allowance

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

3.3.2 Eligible nuclear medicine technologists positions shall receive the nuclear medicine technologists development allowance of $8,894 per annum.

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

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

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

3.3.6 The allowance will be subject to a joint review 12 months prior to the expiry of HPDO4 to determine if the allowance should be recommended to continue in the subsequent agreement.

3.4 Medical Physicists Attraction and Retention Incentive

3.4.1 Medical physicists classified at levels HP4 to HP7 employed as Radiation Oncology Medical Physicist, Diagnostic Imaging Medical Physicists, and Health Physicists (employed at Radiation Health and Radiation and Nuclear Sciences) will receive the Medical Physicists Attraction and Retention Incentive payment (MPARI). For the purposes of clarity, this includes HP3 Medical Physicists acting in higher duties in these roles.

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

3.4.3 The rates for MPARI are:

		From 17 October 2022		From 17 October 2023		From 17 October 2024	
Classification	**Pay point**	**ACPSEM payment**	**Non-ACPSEM payment**	**ACPSEM payment**	**Non-ACPSEM payment**	**ACPSEM payment**	**Non-ACPSEM payment**
HP4	1	$42,203.00	$26,018.00	$43,891.00	$27,059.00	$45,208.00	$27,871.00
	2	$43,082.00	$26,560.00	$44,805.00	$27,622.00	$46,149.00	$28,451.00
	3	$44,207.00	$27,253.00	$45,975.00	$28,343.00	$47,354.00	$29,193.00
	4	$45,416.00	$27,999.00	$47,233.00	$29,119.00	$48,650.00	$29,993.00
HP5	1	$68,258.00	$47,897.00	$70,988.00	$49,813.00	$73,118.00	$51,307.00
	2	$71,221.00	$49,976.00	$74,070.00	$51,975.00	$76,292.00	$53,534.00
HP6	1	$63,610.00	$42,168.00	$66,154.00	$43,855.00	$68,139.00	$45,171.00
	2	$65,850.00	$43,654.00	$68,484.00	$45,400.00	$70,539.00	$46,762.00
HP7	1	$57,451.00	$34,527.00	$59,749.00	$35,908.00	$61,541.00	$36,985.00
	2	$61,567.00	$37,001.00	$64,030.00	$38,481.00	$65,951.00	$39,635.00

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

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

3.4.6 MPARI is not an all-purpose allowance.

3.4.7 The parties agree *HR Circular 44/08 Retention Payments for Health Practitioners* was rescinded effective 18 August 2020, the date of certification of HPDO3, and the health and medical physicist

retention payment provided under this Circular also ceased as of this date.

3.4.8 For the purposes of clarity, medical physicists in receipt of MPARI are ineligible to receive attraction and retention incentives under clause 3.1.

3.5 Radiation Therapy Development Allowance for HP3 Radiation Oncology Medical Physicists

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

3.6 Radiation Therapist Interim Allowance (RTIA)

3.6.1 This allowance will be for radiation therapists and replaces the RTIA currently being paid.

3.6.2 Radiation therapists will receive the RTIA of 25% calculated on their individual base rate of pay and paid fortnightly.

3.6.3 This allowance is exclusive of all other allowances payable to radiation therapists.

3.6.4 The allowance is only payable when a radiation therapist occupies a radiation therapist position.

3.6.5 This allowance will be subject to joint review following conclusion of the RT Work level Evaluation Project in clause 8.6(g) to determine if the allowance should be recommended to continue in the subsequent agreement.

3.7 Rural and Remote Allowance for Health Practitioners

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

Category	From 17 October 2022	From 17 October 2023	From 17 October 2024
Category A	$72.38	$75.28	$77.54
Category B	$120.61	$125.43	$129.19

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

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

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

3.8 Locality Allowance for Clinical Assistants

3.8.1 The *Minister for Industrial Relations Directive 16/18: Locality Allowance* (Directive 16/18) applies to clinical assistants working on Mornington Island, Palm Island and the Torres Strait Islands.

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

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

3.9 Rural Incentive Scheme for Dental Officers

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

3.9.2 The applicable rates are:

(a) Zone 1 – 10% allowance of employee's base salary.

(b) Zone 2 – 17% allowance of employee's base salary.

(c) Zone 3 – 32% allowance of employee's base salary.

3.10 Recruitment Outcomes

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

PART 4 – EMPLOYMENT CONDITIONS

4.1 Uniform and Laundry Allowance

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

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

4.2 Access to Computers

4.2.1 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.

4.3 Parental Leave

4.3.1 Eligible employees will be entitled to 14 weeks paid parental leave which may be taken at half pay for double the period of time and 14 weeks paid adoption leave for the primary carer of the adopted child which may be taken at half pay for double the period of time. This provision is in addition to the Commonwealth paid parental leave scheme.

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

4.4 Domestic and Family Violence

4.4.1 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.

4.4.2 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.

4.4.3 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 purpose of this agreement 'Domestic violence' and 'relevant relationship' is defined under division 2 and division 3 of the *Domestic and Family Violence Protection Act 2012*.

4.4.4 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.

4.4.5 The employer will continue to promote its commitment to supporting victims of domestic and family

violence via the employee orientation and promote the 'Recognise, Respond, Refer' domestic and family violence online training.

4.4.6 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*.

4.4.7 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.

4.4.8 This entitlement, including provision for casual employees, will be administered in accordance with section 52 of the IR Act.

4.4.9 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.

4.5 Recreation Leave - Half-Pay

4.5.1 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.

4.5.2 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.

4.6 Purchased Leave

4.6.1 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.

4.6.2 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.

4.7 Long Service Leave

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

4.8 Special Leave

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

4.9 Cultural Leave

4.9.1 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.

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

4.10.1 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.

4.11 Radiation Professionals Leave

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

(a) Radiographers;

(b) Radiation Therapists;

(c) Medical Imaging Technologists;

(d) Nuclear Medicine Technologists;

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

(f) Radiographers/Sonographers;

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

(h) Radio Chemists.

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

4.12 Special Public Holidays

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

4.12.2 It is agreed by the parties that the 25 December public holiday is a direct 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.

4.13 Public Health Emergency Declaration Industrial Relations Principles

4.13.1 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* will take effect, with the principles to be amended as agreed:

(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.

4.14 Health Practitioners in Multi-Disciplinary Teams

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

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

4.14.3 The parties commit to establish an agreed process, within six months of certification of this Agreement, to ensure all affected roles and eligible employees are identified and paid in accordance with clause 4.14.2. The process will also include improved oversight and transparency in relation to application and implementation of this clause.

4.15 Display of Rosters

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

4.16 Application of Existing Preserved Conditions and Directives

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

(a) were subject to the provisions of, or received the benefits of, the *Public Service Management and Employment Act 1988* and Regulations (now prescribed in the *Public Sector Act 2022* (PS Act)) and as such received the benefits of the terms and conditions prescribed by the PS Act and Regulations; or

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

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

(a) Leave and travel concessions - isolated centres;

(b) Locality allowance;

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

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

(e) Special leave (discretionary leave as prescribed in clause 8 of *Minister for Employment and Industrial Relations Directive 5/17: Special Leave*).

4.17 Social Work and Psychology Treatment Rooms

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

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

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

4.18 Health Practitioners' Workspaces

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

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

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

PART 5 - CLINICAL ASSISTANTS

5.1 Experience Increment

5.1.1 The 'E' increment ('E' for experience) has been developed to provide sustained career progression for Clinical Assistant Level 3 employees.

5.1.2 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 Clinical Assistant Level 3 (CA3.4) 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 5.1.2(b), continuous service for a casual employee is considered to be broken if more than three months, excluding any public holidays, has elapsed between the end of one employment contract and the start of the next employment contract.

5.1.3 The 'E' increment wage rates are outlined in Schedule 1 including the transitional arrangements effective 17 October 2022.

5.2 Clinical Assistants Advancement Scheme

5.2.1 The clinical assistant stream contains on ongoing progression scheme for clinical assistants, which is an advancement band of two paypoints, CA3-A1 and CA3-A2 equivalent in salary to CA4.1 and CA4.2 respectively.

5.2.2 CA3-A1 and CA3-A2 paypoints do not attract payments payment of the vocational education and training incentive in clause 6.7.

5.2.3 Initial advancement to CA3-A1 requires that a clinical assistant has:

(a) been employed at paypoint CA3.4E for a minimum of two years and

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

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

5.3 Paypoint Arrangements for CA3 Advanced Employees Appointed to CA4

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

5.4 Allowances

5.4.1 The following allowances will be increased by 4% per annum from 17 October 2022 and 17 October 2023 and by 3% per annum from 17 October 2024:

Allowances	Clause/Policy	From 17 October 2022	From 17 October 2023	From 17 October 2024
Fortnightly Allowances				
Uniforms allowance – first year	Clause 30 of the HHSGE Award	$12.25	$12.74	$13.12

Allowances	Clause/Policy	From 17 October 2022	From 17 October 2023	From 17 October 2024
Uniforms allowance - subsequent years	Clause 30 of the HHSGE Award	$6.08	$6.32	$6.51
Uniforms Allowance Hospital Alcohol and Drug Service (HADS) 1st 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 Allowances	$25.94	$26.98	$27.78
Weekly Allowances				
Mental health allowance	HR Policy C29	$15.50	$16.12	$16.60
Coronial autopsy allowance	HR Policy C15 Allowances	$234.88	$244.28	$251.61
Environmental allowance	HR Policy C30	$29.17	$30.34	$31.25
Daily Allowance				
Foul linen allowance	HHSGE Award clause 13.3	$2.18	$2.27	$2.34
Per Instance Allowance				
Coronial autopsy allowance	HR Policy C15 Allowances	$37.59	$39.09	$40.26

5.5 No Loss of Show Day

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

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

5.6 Rostering of Accrued Days Off

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

5.7 Accrued Days Off

5.7.1 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 8 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 clinical assistants concerned in a specific work area.

5.7.2 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 clinical assistants.

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

5.7.4 The parties agree that prior to any vote to remove accrued days off arrangements, consultation will occur with the affected clinical assistants and the relevant union/s, so that those affected by the change

are well informed before any vote is taken.

5.8 Aged Based Recruitment

5.8.1 Clinical assistants aged 18 years of age and over will commence no lower than the CA2 level.

5.9 Closed Merit Selection Process for Filling Vacancies

5.9.1 The provisions in this clause are not impacted by, nor do they impact the conversion of non-permanent clinical assistants to permanent employment provisions in clause 12.3 of this Agreement. Those provisions relate to the commitment of the Queensland Government to maximise permanent employment.

5.9.2 The provisions in this clause require the employer to consult with all directly affected clinical assistants 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 10.2.3.

5.9.3 The parties to this Agreement agree to fill vacant full-time and part-time roles by offering such to those permanent part-time clinical assistants working at the same classification level, in the work unit, who seek to work full-time.

5.9.4 If there are any vacant hours remaining after the process in clause 5.9.3 has been conducted, the remaining vacant hours will then be offered to those permanent part-time clinical assistants 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.

5.9.5 The offering of full-time roles and additional part-time hours outlined in clauses 5.9.3 and 5.9.4 may occur as a single process with preference first given to those part-time clinical assistants seeking full-time work.

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

5.9.7 Where a non-permanent clinical assistant is unsuccessful in being offered vacant hours via the closed merit selection process in clause 5.9.6, the employer will establish an order of merit. The order of merit will be used by the employer to offer vacant hours to those non-permanent clinical assistants when the process for offering vacant hours to non-permanent employees as per clause 5.9.6 is next available.

5.9.8 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.

5.10 Higher Duties

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

5.11 Recognition of Higher Duties Service for Increment Purposes

5.11.1 For clinical assistants, all periods of service acting in higher duties will be recognised for the purpose of pay increments at the higher duties rate provided there has been no break in excess of six years.

5.12 Part-time employees - Minimum Hours

5.12.1 Part-time clinical assistants 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 agreed between the employee and Queensland Health.

5.13 Clinical Assistant Workforce Profile

5.13.1 Queensland Health commits to an expansion of the clinical assistant workforce profile including the CA4 classification level, based on HHS need and models of care. This expansion will occur by July 2024. The parties acknowledge that clinical assistants at the CA3 level perform routine duties for which they have been trained and assessed as competent to deliver and CA4 level are able to perform more complex duties for which they have been trained and are competent to deliver.

PART 6 – REGISTRATION, TRAINING AND DEVELOPMENT

6.1 Registration and Licensing Fees

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

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

6.2 Professional Development Allowance for Health Practitioners and Dental Officers

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

Category	From 17 October 2022	From 17 October 2023	From 17 October 2024
Category A	$2,534.00	$2,635.00	$2,714.00
Category B	$3,169.00	$3,296.00	$3,395.00
All other employees	$1,899.00	$1,975.00	$2,034.00

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

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

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

6.2.4 Effective from 14 September 2015, temporary health practitioners and dental officers with greater than 12 months' continuous service are eligible for the professional development allowance at clause 6.2.1.

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

6.3 Professional Development Leave for Health Practitioners and Dental Officers

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

6.3.2 All reasonable travel time associated with accessing professional development leave is paid work time on the basis of no more than eight hours for each day of travel.

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

6.3.4 Temporary health practitioners and dental officers with greater than six months' continuous service are eligible for professional development leave, with the employer to meet reasonable professional development activity costs.

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

6.4 Continuity of Service for Professional Development Allowance and Leave

6.4.1 For the purpose of eligibility for the professional development allowance and leave provided at clauses 6.2 and 6.3, continuous service is not broken so long as there is no period of more than three months between permanent or temporary engagement including where the health practitioner or dental officer:

(a) Is on a period of casual employment;

(b) Is not employed by Queensland Health.

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

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

6.5 Clinical Assistants Education and Training

6.5.1 The parties are committed to training and development opportunities for clinical assistants.

6.5.2 The parties acknowledge that applicable clinical assistants should receive recognition and credit for their knowledge and skills through the recognition of current competencies (RCC) or the recognition of prior learning (RPL). This assessment of competencies may include skills from:

(a) work experience (including both work that is paid and unpaid);

(b) life experience (for example leisure pursuits or voluntary work); and

(c) previous study (including training programs at work, courses at school or college, and through adult education classes).

6.6 Clinical Assistants Training Fund

6.6.1 The Department and HHSs will continue to provide the training fund for CA2 to CA5 employees. The funds will be available to support CA2 to CA5 employees to attain an Australian Qualification Framework (AQF) certificate relevant to their role.

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

6.6.3 The number of eligible employees will be 175 places per year (totalling 525 places) for the life of the Agreement. An amount of up to $2,200 per qualification (including recognition of prior learning, recognition of current competency processes and any outstanding modules) is available for each approved applicant under this fund.

6.6.4 The HPDOCG will receive reports monthly about progress of fund allocations.

6.7 Vocational Education and Training Incentive for Clinical Assistants

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

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

6.7.3 Eligible qualifications and classification levels:

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

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

6.7.4 Accelerated paypoint advancement:

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

6.7.5 Vocational education and training incentive allowance:

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

(i) The level 1 qualification allowance (for CA2 and CA3 employees) is calculated on the basis of 3.5% of CA3.4.

(ii) The level 2 qualification allowance (for CA2 to CA5 employees) is calculated on the basis of 5.5% of CA3.4.

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

(c) An employee in receipt of the Vocational education and training incentive allowance will be eligible to progress to CA3.4E in accordance with clause 5.1 and this will not be affected by receipt of this allowance.

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

(a) A clinical assistant who qualifies for an allowance under clause 6.7.4(a) is entitled to receive the relevant allowance from the date the approved application is submitted, but no earlier than the date the clinical assistant reached 12 months at the maximum paypoint.

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

6.7.7 Entitlement upon higher duties or promotion:

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

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

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

6.7.8 Entitlement where more than one qualification:

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

(b) A clinical assistant at CA2 or CA3 level who holds a level 1 qualification and subsequently obtains an eligible level 2 qualification, may apply for recognition of the level 2 vocational education and training incentive allowance in lieu of the level 1 vocational education and training incentive allowance, thus changing the employee's entitlement from the 3.5% to the 5.5% incentive.

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

6.7.9 Qualifications no longer relevant:

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

6.8 Workplace Assessors – Clinical Assistants

6.8.1 Clinical assistants that are not eligible to receive the vocational education and training incentive, but possess the Certificate IV in Workplace Assessment, will receive an all purpose allowance of $2.15 per hour while undertaking approved assessment/s. This allowance will not be payable once the clinical assistant becomes eligible to receive the vocational education and training incentive.

6.9 Student Clinical Education Allowance for Health Practitioners and Dental Officers

6.9.1 A student clinical education allowance in accordance with clause 6.9.10 (up to a maximum of 10 days allowance per fortnight) will be paid to health practitioners or dental officers who:

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

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

(i) Anaesthetic Technicians;
(ii) Audiology;
(iii) Clinical Measurement Scientists;
(iv) Dentistry;
(v) Exercise Physiologists;
(vi) Genetic Counsellors;
(vii) Nuclear Medicine, Radiography, Radiation Therapy, Breast Imaging Radiography (including Breast Screen Queensland);
(viii) Nutrition and Dietetics;
(ix) Orthotics/Prosthetics;
(x) Occupational Therapy;
(xi) Orthoptists;
(xii) Leisure Therapists;
(xiii) Music Therapists;
(xiv) Pharmacy;
(xv) Physiotherapy;
(xvi) Podiatry;
(xvii) Psychology (excluding supervision of Queensland Health employees working as provisionally registered Psychologists);
(xviii) Rehabilitation Engineers;
(xix) Speech Pathology;

(xx) Social Work;
(xxi) Sonography;
(xxii) Welfare Officers.

(c)

	From 17 October 2022	From 17 October 2023	From 17 October 2024
Per day up to a maximum of 10 days allowance per fortnight	$12.06	$12.54	$12.92

6.9.2 Only one employee can receive the student clinical education allowance for providing clinical education for any one student each day. This employee would be the designated educator for that day in accordance with clause 6.9(a).

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

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

6.9.5 The eligibility criteria for payment of the student clinical education allowance in clause 6.9.1(b) may be adjusted during the period of the Agreement with the approval of the Director-General or authorised delegate on advice from the Office of the Chief Allied Health Officer and the HPDOCG.

6.10 Paypoint for Health Practitioners with Provisional Registration

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

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

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

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

PART 7 –CLASSIFICATION STRUCTURES

7.1 Health Practitioner Disciplines and Professions

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

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

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

7.2 Clinical Assistant Roles

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

7.2.2 The list of eligible roles may be added to during the period of the Agreement with the approval of the

Director-General or authorised delegate on advice from the Office of the Chief Allied Health Officer and/or the Office of the Chief Dental Officer, and the HPDOCG.

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

7.3 Clinical Assistant Job Evaluation

7.3.1 Over the life of this Agreement examination of the appropriate clinical assistant job evaluation methodology will occur by review. Until such time that a new methodology is agreed, clinical assistant roles will be evaluated using the JEMS methodology.

7.3.2 Generic level statements and a Clinical Assistant Role Manual (CARM) will replace the Operational Services Manual in its application to clinical assistants and it will be used as the starting point for developing the CARM.

7.4 Health Practitioner Job Evaluation

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

7.4.2 The health practitioner classification evaluation process will apply where:

(a) a new position is created; or

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

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

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

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

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

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

7.5 Centralised Health Practitioner Job Evaluations

7.5.1 Evaluation of all health practitioner positions from level HP6 to level HP8 will be undertaken by the established centralised health practitioner job evaluation team.

7.5.2 Evaluations for positions at level HP1 to level HP5 will continue to be conducted by the HHSs in accordance with *HR Policy B68 Job Evaluation – Health Practitioner Positions*.

7.5.3 HHSs will have discretion to refer evaluations for positions from HP1 to HP5 to the centralised health practitioner evaluation team where desired.

7.5.4 The established centralised health practitioner job evaluation team will undertake all evaluations, from HP1 through HP8, for the divisions in accordance with *HR Policy B68 Job Evaluation – Health Practitioner Positions*.

7.6 Evaluation of Health Practitioner Roles

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

7.6.2 In accordance with *HR Policy 68 Job Evaluation – Health Practitioner Positions*, the appointed health

practitioner job evaluators will:

(a) consider the application;

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

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

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

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

7.6.4 Roles evaluated at the HP8 level must be approved by the Director-General or authorised delegate. HP8 pay points are not incremental. Only the Director-General or authorised delegate may approve a pay point above HP8.1 prior to the role being advertised.

7.7 Implementation of Health Practitioner Classification Level

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

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

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

7.7.4 Disputes will be managed in accordance with the dispute resolution process at clause 1.11.

PART 8 – PROJECTS, REVIEWS AND ORGANISATIONAL IMPROVEMENT

8.1 Research Package for Health Practitioners

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

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

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

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

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

8.2 Allied Health Rural Generalist Pathway

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

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

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

(b) one of the following professions:

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

(ii) Nutrition and Dietetics;

(iii) Occupational Therapy;

(iv) Pharmacy;

(v) Physiotherapy;

(vi) Podiatry;

(vii) Psychology;

(viii) Social Work;

(ix) Speech Pathology.

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

8.2.3 Recurrent funding of $333,333 per annum will be provided for the training packages and will be managed by the Office of the Chief Allied Health Officer.

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

8.3 Clinical Education Management Initiative for Health Practitioners

8.3.1 The clinical education management initiative for health practitioners implemented in *Health Practitioners (Queensland Health) Certified Agreement (No.1) 2007* has provided recurrent funding equivalent to 164 FTE at classification level HP3.5 per annum to HHSs. The parties agree the recurrent funding equivalent to 164 FTE at classification level HP3.5 will continue to be provided over the life of the Agreement.

8.3.2 The continued implementation of clinical education management funding will be monitored by the HPDOCG on advice from the relevant HHS.

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

8.3.4 The parties agree to review and confirm recurrent funding allocations over the life of the Agreement.

8.3.5 In addition to the funding provided at clause 8.3.1, the parties agree to the following clinical educator positions:

(a) Additional 1 FTE at HP6 as a state-wide pharmacy clinical education program manager;

(b) Additional 4 FTE at HP5 as rural interprofessional clinical educators;

(c) Additional 3 FTE at HP4 as X-Ray operator state-wide training support;

(d) 2 FTE at HP6 medical physics educator temporary positions provided under *Health Practitioners and Dental Officers (Queensland Health) Certified Agreement (No. 3) 2019* clause 30.11 will now be converted to permanent positions; and

(e) 1 FTE at HP5 sonography clinical educator provided under Health Practitioners and Dental Officers (Queensland Health) Certified Agreement (No. 3) 2019 clause 82.4 will continue.

allocations can be changed by agreement.

8.4 First Nations Graduate Development Program

8.4.1 A new First Nations Graduate Development Program will be developed for Allied Health. The program will support a culturally safe and supported transition to employment for Aboriginal and Torres Strait Islander allied health graduates including a pathway to permanent employment.

8.4.2 The program will support eight allied health graduate training positions (temporary, identified roles) over the life of this Agreement. Existing Queensland Health employees will be prioritised for places on the graduate training pathway.

8.4.3 The program will be supported by a HP6 leadership role and AO5 program support role, based in the Office of the Chief Allied Health Officer.

8.5 Non-permanent employment conversion guideline

8.5.1 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 conversions of employees, in accordance with clauses 12.2 and 12.3, 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.

8.6 Reviews and Projects

8.6.1 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.

8.6.2 The parties agree to undertake reviews and projects by way of working groups established through the HPDOCG into the following matters:

(a) Continue to develop the best practice rostering guidelines for health practitioners, dental officers and clinical assistants, that include reference to Queensland Health's Fatigue Resource Management System (FRMS).

(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 trialed 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) Queensland Health agrees to undertake a radiation therapists Work Level Evaluation project in accordance with the requirements agreed between Queensland Health and the UWU. This project will conclude once its outcomes have been signed off and implemented in accordance with the agreed requirements.

(h) The parties agree to continue a working group to review the term "two consecutive rostered days off" as contained in clause 15.1 of the *Health Practitioners and Dental Officers (Queensland Health) Award - State 2015*. Any recommendations from the working group will be provided to HPDOCG.

(i) Finalise the review of Sonographer musculoskeletal injuries, their cause, management and prevention.

PART 9 – INDUSTRIAL RELATIONS MATTERS AND CONSULTATION

9.1 Collective Industrial Relations

9.1.1 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.

9.1.2 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.

9.1.3 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.

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

9.1.5 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.

9.1.6 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.

9.1.7 As part of the employers' commitment to union encouragement, union officials are to be provided 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.

9.1.8 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.

9.1.9 Reliable facilities available for delegate use includes: telephone, computer, internet, email, photocopier, facsimile machine, storage facilities, meeting rooms and notice boards. It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities. Furthermore, management will respect the privacy of delegates during the use of such facilities.

9.2 Commitment to Consultation

9.2.1 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.

9.2.2 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, seek

appropriate advice from their union and respond to such information.

9.2.3 “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).

9.2.4 "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*].

9.2.5 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.

9.3 Health Consultative Forums

9.3.1 The HCFs (or their equivalent) will operate in accordance with the terms of reference (TOR) agreed by the Reform Consultative Group on 21 December 2020, or as updated from time to time.

9.3.2 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.

9.3.3 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.

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

9.3.5 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; and
- Review date (if known).

9.3.6 The Reform Consultative Group will evaluate the effectiveness of, and modify where necessary, all consultative forums during the life of this Agreement.

9.4 Reporting

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

Report	Detail
Employment by type • Permanent employees • Temporary employees • Casual employees • New starters	• Name • 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: • One month for base grade vacancies; or • Three months for non-base grade vacancies	• Job title • Work location • Where vacant positions have been abolished through business case for change, the name of the business case for change.
Resignations	• Job title • Work location • Date of separation
Equal Employment Opportunity reporting • Non English-speaking background employees • Aboriginal and Torres Strait Islander employees • Employees with disabilities	• Stream employed • Number of employees (FTE) • Percentage by stream
Attraction and Retention Incentive Payments	• Position • Discipline • Work location • Percentage of payment • Start and end date of payment
Equity data	• Progress graph

9.4.2 The provision of all staff information to relevant unions shall be consistent with the principles outlined at section 350 of the IR Act.

9.4.3 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.

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

9.5 Union Briefing

9.5.1 Queensland Health 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.

9.6 Payroll Working Group

9.6.1 The payroll working group, comprising of representatives of the Department, HHSs, Payroll Services and unions will be formed.

9.6.2 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.

9.6.3 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.

9.6.4 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 10 – ORGANISATIONAL CHANGE AND RESTRUCTURING

10.1 Organisational Change and Restructuring

10.1.1 Prior to implementation, all organisational change will need to demonstrate clear benefits such as enhanced service delivery to the community, improved efficiency and effectiveness and will follow the agreed change management processes as outlined in the Queensland Health Change Management Guidelines. While ensuring the spirit of the guidelines is maintained in applying the document, the parties acknowledge that it has been designed as guidelines to be applied according to the circumstances.

10.1.2 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.

10.1.3 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.

10.1.4 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.

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

10.1.6 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 HPDOCG for resolution.

10.1.7 The employer commits to provide a just transition for workers who will be impacted by introduction of new technology. The employer will ensure early identification and engagement of employees likely to be affected by the future introduction of technology, prepare workers for the change, and provide appropriate support to workers who are likely to be impacted. This support may include planning with workers to transition to new roles in Queensland Health.

10.1.8 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.

10.1.9 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 unions.

10.1.10 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.

10.1.11 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.

10.1.12 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.

10.1.13 Consultative arrangements required to be followed in the management of any organisational change and restructuring proposal will be in accordance with the Queensland Health Change Management Guidelines which includes consultation with all relevant unions.

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

10.1.15 Industrial entitlements and Award entitlements, including, but not limited to, shift work allowances, penalty rates, overtime and breaks will continue to apply in the event of a change to hours of operation.

10.2 Replacement of Existing Staff

10.2.1 This clause will not have application in instances where a business case has been provided as per clause 10.1.4 and where the organisational change that is occurring will impact on the vacancy as part of organisational change and restructuring.

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

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

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

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

10.2.4 Where an issue that can legitimately extend the time to fill arrangements set out above, for example, genuine demonstrated reductions in workload, or seasonal issues (for example, Christmas/New Year closure period), a proposal from management to extend the replacement period, or postpone the replacement, will be forwarded to the relevant union/s for agreement, ahead of the timeframes outlined in clause 10.2.3. The matter will be noted at the next HCF.

PART 11 - WORKLOAD MANAGEMENT

11.1 Workload Management

11.1.1 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.

11.1.2 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.

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

11.1.4 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.

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

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

11.1.7 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 workload management tool will be utilised by a HCF subgroup that will be established to research the issues and formulate a recommendation for consideration of the HCF, and if appropriate, subsequent implementation. If agreement cannot be reached, the issues will be referred by either party to HPDOCG for consideration and resolution.

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

11.2 HP5 and above non-clinical time

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

PART 12 – EMPLOYMENT SECURITY AND CONTRACTING

12.1 Employment Security

12.1.1 The parties agree that the Queensland Government's Employment Security Policy applies. The employer is committed to job security for its permanent employees. This clause is to be read in conjunction with the Queensland Government's Employment Security Policy.

12.1.2 The parties acknowledge that job security for employees assists in ensuring workforce stability, cohesion and motivation and hence is central to achieving the objectives of this Agreement.

12.1.3 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.

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

12.1.5 The employer is the preferred provider of public health services for the Government and the community.

12.1.6 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 HPDOCG for attention.

12.1.7 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.

12.1.8 Nothing in this Agreement will prevent the provision of public health clinical services being provided by the private sector because they are not able to be provided by the public sector.

12.2 Permanent Employment

12.2.1 The parties recognise that permanent employment is the default type 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.

12.3 Permanent Employment for Fixed Term Temporary and Casual Employees

12.3.1 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 PS Act.

12.3.2 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.

12.3.3 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, 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.*

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

12.4 Fixed Term Temporary and Casual Conversion Panel Review Process

12.4.1 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 decision maker in accordance with *Public Sector Commission Directive 02/23: Review of non-permanent employment*;

(b) the outcome of the review decision has been 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) 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.

12.4.2 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 is conducted. In which case the temporary employee review outcome becomes a preliminary decision.

12.4.3 Within 14 days of receiving the request under clause 12.4.2, the nominated Department Human Resources Branch (HR Branch) representative must hold a conference for the purposes of conducting a review of the preliminary decision. The members for the purposes of conference will comprise of the HHS or Division representative(s); the Department; and the notifier.

12.4.4 The notifier and HHS or Division representative will provide all relevant materials of the preliminary decision to the nominated HR Branch representative in advance of the conference.

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

12.4.6 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.

12.4.7 If at the conference consensus cannot be reached between the parties, the HR Branch, having regard to requirements of the relevant directive, may arrive at a decision contrary to the original decision maker and decide to overturn the preliminary decision. Where the outcome of the review decision is overturned, the new decision will be communicated in writing to the notifier and to the original decision maker in order to implement the new decision.

12.4.8 Where consensus cannot be reached between the parties or HR Branch does not overturn the preliminary decision, it will become the final decision with the effective date being the day the employee receives the notice not to overturn the preliminary decision.

12.4.9 Where a notifier withdraws their request for an Internal Panel Review Process or where the notifier commences an appeal under sections 131 of the PS Act prior the conference being held, this process is taken to be terminated.

12.4.10 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 HPDOCG on a quarterly basis.

12.4.11 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.

12.5 Additional Permanent Hours for Part-Time Employees

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

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

12.6 Contracting Out

12.6.1 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.

12.6.2 There will be no contracting out, outsourcing or leasing of clinical assistant services provided by the clinical assistants engaged in clinical assistant roles and covered under the clinical assistant stream during the life of the Agreement. This also applies to new or expanding services.

12.6.3 For the health practitioner and dental officer streams, there will be no contracting out or leasing of services currently provided by the employer except in the following circumstances:

(a) in the event of critical shortages of skilled staff;

(b) the lack of available infrastructure capital and the cost of providing technology;

(c) extraordinary or unforeseen circumstances; or

(d) it can be clearly demonstrated that it is in the public interest that such services should be contracted out.

12.6.4 In the circumstances where:

(a) there is a lack of available infrastructure capital and the cost of providing technology; or

(b) where it can be clearly demonstrated that it is in the public interest that such services should be contracted out,

contracting out cannot occur until agreement is obtained at the HPDOCG, provided that such agreement will not unreasonably be withheld.

12.6.5 Where the employer seeks to contract out or lease current services, the following general consultation process will be followed:

(a) The relevant union/s will be consulted as early as possible. Discussions will take place before any steps are taken to call tenders or enter into any otherwise binding legal arrangement for the provision of services by an external provider. For the purpose of consultation the relevant union/s will be given relevant documents. The employer will ensure that all relevant union/s is/are aware of any proposals to contract out or lease current services. It is the responsibility of the relevant

union/s to participate fully in discussions on any proposals to contract out or lease current services.

(b) If, after full consultation as outlined above, employees are affected by the necessity to contract out or lease current services, the employer will:

(i) negotiate with relevant union/s employment arrangements to assist employees to move to employment with the contractor;

(ii) ensure that employees are given the option to take up employment with the contractor;

(iii) ensure that employees are given the option to accept deployment/redeployment with the employer; and

(iv) ensure that, as a last resort, employees are given the option of accepting voluntary early retirement.

12.6.6 In emergent circumstances, where the employer seeks to contract out or lease current services, the following consultation process will be followed:

(a) The employer can contract out or lease current services without reference to the HPDOCG in cases where any delay would cause immediate risks to patients and/or detriment to the delivery of public health services to the Queensland public.

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

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

(ii) extraordinary or unforeseen circumstances.

12.6.7 Any dispute between the parties arising out of this clause will be dealt with in accordance with clause 1.11 of this Agreement.

12.7 Insourcing/Contracting In

12.7.1 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.

12.7.2 Insourcing opportunities exclude those contracted out services currently being performed under a contract. A viability assessment process for work currently outsourced to contractors will 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 are to 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 six months' prior to the contract end date. A viability assessment is to be undertaken by 1 January 2024 e.g. six 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.

12.7.3 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.

12.7.4 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.

12.7.5 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 12.7.2 and 12.7.3, the placement of these deployees will be a favourable consideration in the viability assessment.

12.7.6 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.

12.7.7 In the case of the clinical assistant stream, the parties agree that the following process will be utilised to assist clinical assistant 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 in-house staff 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.

12.7.8 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 12.7.2 and 12.7.3, 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/s consider that a fair comparison has not been made then the matter should be referred to the HPDOCG for resolution. This must occur in a timely manner.

12.7.9 The employer’s preferred policy position is to in-source the maintenance of its technology after the expiry of the standard manufacturer's warranty where feasible. There will be no extension of warranties in those circumstances where appropriate in-house maintenance is available.

12.7.10 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.

12.8 Prime Vendoring

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

12.8.2 Any dispute arising from this clause will be dealt with in accordance with clause 1.11 of this Agreement.

12.9 Colocation

12.9.1 Colocation of public and private health services will not result in the diminution of public health service or public sector industrial relations standards in Queensland. Colocation agreements will not diminish existing arrangements for provision of public health services by the employer on a collocated site. This will not prevent the public sector providing services to the private hospitals.

12.9.2 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 union/s.

PART 13 - EQUITY AND FLEXIBLE WORKING ARRANGEMENTS

13.1 No Disadvantage

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

13.1.2 Employees who translate to the health practitioner and/or clinical assistant classification structure who have pre-existing agreed arrangements for movement between public service and public sector positions will retain their pre-transition conditions of employment (grandparented conditions), except as specifically provided for in this Agreement while the employee remains in the substantive position they translate to.

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

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

13.2 Equity

13.2.1 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* and the *Equal Remuneration Principle* (QIRC Statement of Policy 2002), and other anti-discrimination legislation.

13.2.2 The employer will meet its statutory obligations under the PS Act to consult with relevant unions by agreed consultative mechanisms.

13.2.3 Statewide consideration relating to employment equity can be managed through referral to the statewide consultative forum known as the Reform Consultative Group, comprising of representatives from Department, HHSs and relevant unions.

13.2.4 It is the intention of the parties to prevent unlawful discrimination or vilification in the workplace. Employees are also required to ensure that they do not engage in any action that could be considered as sexual harassment.

13.2.5 The parties acknowledge that achievement of equity outcomes is largely contingent upon commitment of management to equity outcomes. This will be demonstrated by management practices, the provision of ongoing Equal Employment Opportunity training for managers and employees, the maintenance of Equal Employment Opportunity networks throughout the Department and HHSs and the commitment to achieve agreed equity outcomes at the facility and corporate office level.

13.3 Gender Equity

13.3.1 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.

13.3.2 The parties are aware of and committed to their obligations in terms of gender equity as provided for in legislation, regulation and directives.

13.3.3 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.

13.3.4 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.

13.4 Flexible Working Arrangements

13.4.1 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.

13.4.2 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 of such a request could include the request to work a nine-day fortnight.

13.4.3 Further, in accordance with the IR Act the request must:

(a) be in writing; and

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

(c) state the reasons for the change.

13.4.4 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.

13.4.5 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.

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

13.5 Work/Life Balance and Allocation of Duties

13.6 The parties acknowledge that the fair treatment of workers improves productivity and reduces turnover. Where a manager is allocating conditions and/or responsibilities such as rostered hours of work, overtime, higher duties, role allocations and workload, this allocation will be fair and reasonable taking into account operational requirements for workers that express their interest.

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

13.8 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.

13.6 Child Care

13.6.1 The parties to this Agreement recognise the importance of access to affordable and appropriate childcare for employees. Given that the employer is a major public sector employer with a workforce comprising of a high percentage of female employees required to work non-standard hours, access to childcare is an important issue. The parties acknowledge that the availability of appropriate childcare services assists with the recruitment and retention of staff, enhances productivity and improves staff morale. The employer acknowledges the importance of childcare as an employment equity issue.

13.6.2 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.

13.6.3 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.

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

13.7 Workplace Behaviour

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

13.7.2 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.

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

13.7.4 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.

13.7.5 The employer supports the accepted industrial principle that all employees have the right to raise concerns with their employer about issues of bullying or workplace behaviour without fear of victimisation. Unions may refer instances of alleged victimisation directly to the HPDOCG for attention.

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

13.8 Breastfeeding and Work

13.8.1 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.

13.8.2 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.

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

13.8.4 An appropriate workplace facility would include, where practicable;

(a) A private, clean and hygienic space which is suitably signed and lockable;

(b) Appropriate seating with a table or bench to support breastfeeding equipment;

(c) Access to a refrigerator and microwave;

(d) An appropriate receptacle for rubbish and nappy disposal;

(e) A powerpoint suitable for the operation of a breast pump;

(f) Access to facilities for nappy changing, washing and drying of hands, and equipment; and

(g) Facilities for storing breast feeding equipment (for example, a cupboard or locker).

13.8.5 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.

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

PART 14 - WORKPLACE HEALTH AND SAFETY

14.1 Workplace Health and Safety

14.1.1 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).

14.1.2 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.

14.1.3 The Queensland Health Work Health and Safety Advisory Committee, comprising representatives of the Department, HHSs and the public health sector unions, will:

(a) support the effective consultation with workers, including 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.

14.1.4 Work health and safety disputes that are unresolved at the local level in accordance with clause 1.11.2(b) may be escalated to the Queensland Health Work Health and Safety Advisory Committee for resolution.

14.1.5 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) injured workers to have the opportunity to be re-trained in alternative areas/departments;
(f) injury management;
(g) management of ill or injured employees;
(h) personal protective equipment;

(i) psychosocial issues and implementation of *Managing the risk of psychosocial hazards at work Code of Practice 2022*;
(j) workers' compensation;
(k) working off-site; and
(l) workplace bullying.

14.1.6 The employer is committed to the establishment of safety committees in accordance with the WHS Act.

14.1.7 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.

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

14.1.9 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*.

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

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

14.2 Client Aggression

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

14.3 Psychosocial workplace audits

14.3.1 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.

14.3.2 Agreed tools compliant with the approved Code of Practice under the WHS Act will be used to complete the psychosocial workplace audits.

PART 15 - NO FURTHER CLAIMS

15.1 No Further Claims

15.1.1 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 further claims relating to wages or conditions of employment whether dealt with in this Agreement or not. This Agreement covers all matters or claims that could otherwise be subject to protected industrial action.

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

(a) General Rulings and Statements of Policy issued by the QIRC that provide conditions that are not less favourable than current conditions;

(b) decisions, government policy, or directives under the HHB Act or PS Act where applied through regulation, that provide conditions that are not less favourable than current conditions; and

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

15.1.3 'No Further Claims' does not preclude either party from seeking resolution of those discussions in accordance with clause 1.11 'Prevention and Settlement of Disputes Relating to the Interpretation, Application or Operation of this Agreement'.

SCHEDULE 1 – WAGE RATES

HEALTH PRACTITIONERS WAGE RATES

		Wage rates payable from 17 October 2022				Wage rates payable from 17 October 2023				Wage rates payable from 17 October 2024			
Classification	Pay point	Per fortnight	Per annum	Hourly rate	Casual per hour	Per fortnight	Per annum	Hourly rate	Casual per hour	Per fortnight	Per annum	Hourly rate	Casual per hour
HP1	1	$2,196.50	$57,305	$28.9013	$35.5486	$2,284.40	$59,598	$30.0579	$36.9712	$2,352.90	$61,385	$30.9592	$ 38.0798
	2	$2,261.00	$58,988	$29.7500	$36.5925	$2,351.40	$61,346	$30.9395	$38.0556	$2,421.90	$63,186	$31.8671	$39.1965
	3	$2,326.50	$60,697	$30.6118	$37.6525	$2,419.60	$63,126	$31.8368	$39.1593	$2,492.20	$65,020	$32.7921	$40.3343
	4	$2,393.00	$62,432	$31.4868	$38.7288	$2,488.70	$64,928	$32.7461	$40.2777	$2,563.40	$66,877	$33.7289	$41.4865
	5	$2,456.50	$64,088	$32.3224	$39.7566	$2,554.80	$66,653	$33.6158	$41.3474	$2,631.40	$68,651	$34.6237	$42.5872
	6	$2,516.80	$65,662	$33.1158	$40.7324	$2,617.50	$68,289	$34.4408	$42.3622	$2,696.00	$70,337	$35.4737	$43.6327
	7	$2,583.30	$67,396	$33.9908	$41.8087	$2,686.60	$70,091	$35.3500	$43.4805	$2,767.20	$72,194	$36.4105	$44.7849
HP2	1[1]	$2,659.60	$69,387	$34.9947	$43.0435	$2,766.00	$72,163	$36.3947	$44.7655	$2,849.00	$74,328	$37.4868	$46.1088
	2	$2,828.60	$73,796	$37.2184	$45.7786	$2,941.70	$76,747	$38.7066	$47.6091	$3,030.00	$79,051	$39.8684	$49.0381
	3	$2,962.60	$77,292	$38.9816	$47.9474	$3,081.10	$80,384	$40.5408	$49.8652	$3,173.50	$82,794	$41.7566	$51.3606
	4	$3,099.00	$80,851	$40.7763	$50.1548	$3,223.00	$84,086	$42.4079	$52.1617	$3,319.70	$86,609	$43.6803	$53.7268
	5	$3,285.30	$85,711	$43.2276	$53.1699	$3,416.70	$89,139	$44.9566	$55.2966	$3,519.20	$91,813	$46.3053	$56.9555
	6	$3,499.70	$91,305	$46.0487	$56.6399	$3,639.70	$94,957	$47.8908	$58.9057	$3,748.90	$97,806	$49.3276	$60.6729
	7	$3,586.30	$93,564	$47.1882	$58.0415	$3,729.80	$97,308	$49.0763	$60.3638	$3,841.70	$100,227	$50.5487	$62.1749
	8[2]	$3,694.90	$96,397	$48.6171	$59.7990	$3,842.70	$100,253	$50.5618	$62.1910	$3,958.00	$103,261	$52.0789	$64.0570
HP3	0[3]	$2,828.60	$73,796	$37.2184	$45.7786	$2,941.70	$76,747	$38.7066	$47.6091	$3,030.00	$79,051	$39.8684	$49.0381
	1[4]	$3,099.00	$80,851	$40.7763	$50.1548	$3,223.00	$84,086	$42.4079	$52.1617	$3,319.70	$86,609	$43.6803	$53.7268
	2	$3,285.30	$85,711	$43.2276	$53.1699	$3,416.70	$89,139	$44.9566	$55.2966	$3,519.20	$91,813	$46.3053	$56.9555
	3	$3,499.70	$91,305	$46.0487	$56.6399	$3,639.70	$94,957	$47.8908	$58.9057	$3,748.90	$97,806	$49.3276	$60.6729
	4	$3,635.50	$94,848	$47.8355	$58.8377	$3,780.90	$98,641	$49.7487	$61.1909	$3,894.30	$101,600	$51.2408	$63.0262
	5	$3,798.20	$99,092	$49.9763	$61.4708	$3,950.10	$103,055	$51.9750	$63.9293	$4,068.60	$106,147	$53.5342	$65.8471
	6	$3,960.70	$103,332	$52.1145	$64.1008	$4,119.10	$107,464	$54.1987	$66.6644	$4,242.70	$110,689	$55.8250	$68.6648
	7	$4,157.50	$108,466	$54.7039	$67.2858	$4,323.80	$112,805	$56.8921	$69.9773	$4,453.50	$116,189	$58.5987	$72.0764
	8[5]	$4,287.50	$111,858	$56.4145	$69.3898	$4,459.00	$116,332	$58.6711	$72.1655	$4,592.80	$119,823	$60.4316	$74.3309

Classification	Pay point	Wage rates payable from 17 October 2022				Wage rates payable from 17 October 2023				Wage rates payable from 17 October 2024			
		Per fortnight	Per annum	Hourly rate	Casual per hour	Per fortnight	Per annum	Hourly rate	Casual per hour	Per fortnight	Per annum	Hourly rate	Casual per hour
HP4	1	$4,586.20	$119,651	$60.3447	$74.2240	$4,769.60	$124,435	$62.7579	$77.1922	$4,912.70	$128,169	$64.6408	$79.5082
	2	$4,681.80	$122,145	$61.6026	$75.7712	$4,869.10	$127,031	$64.0671	$78.8025	$5,015.20	$130,843	$65.9895	$81.1671
	3	$4,804.10	$125,336	$63.2118	$77.7505	$4,996.30	$130,350	$65.7408	$80.8612	$5,146.20	$134,261	$67.7132	$83.2872
	4	$4,935.00	$128,751	$64.9342	$79.8691	$5,132.40	$133,901	$67.5316	$83.0639	$5,286.40	$137,918	$69.5579	$85.5562
HP5	1	$5,188.10	$135,354	$68.2645	$83.9653	$5,395.60	$140,767	$70.9947	$87.3235	$5,557.50	$144,991	$73.1250	$89.9438
	2	$5,413.50	$141,234	$71.2303	$87.6133	$5,630.00	$146,883	$74.0789	$91.1170	$5,798.90	$151,289	$76.3013	$93.8506
HP6	1	$5,780.30	$150,804	$76.0566	$93.5496	$6,011.50	$156,836	$79.0987	$97.2914	$6,191.80	$161,540	$81.4711	$100.2095
	2	$5,983.40	$156,103	$78.7289	$96.8365	$6,222.70	$162,346	$81.8776	$100.7094	$6,409.40	$167,217	$84.3342	$103.7311
HP7	1	$6,584.60	$171,788	$86.6395	$106.5666	$6,848.00	$178,659	$90.1053	$110.8295	$7,053.40	$184,018	$92.8079	$114.1537
	2	$7,056.40	$184,096	$92.8474	$114.2023	$7,338.70	$191,461	$96.5618	$118.7710	$7,558.90	$197,206	$99.4592	$122.3348
HP8	1	$7,312.20	$190,770	$96.2132	$118.3422	$7,604.70	$198,401	$100.0618	$123.0760	$7,832.80	$204,352	$103.0632	$126.7677
	2	$7,619.40	$198,785	$100.2553	$123.3140	$7,924.20	$206,737	$104.2658	$128.2469	$8,161.90	$212,938	$107.3934	$132.0939
	3	$7,965.80	$207,822	$104.8132	$128.9202	$8,284.40	$216,134	$109.0053	$134.0765	$8,532.90	$222,617	$112.2750	$138.0983
	4	$8,583.60	$223,940	$112.9421	$138.9188	$8,926.90	$232,896	$117.4592	$144.4748	$9,194.70	$239,883	$120.9829	$148.8090
	5	$8,943.30	$233,324	$117.6750	$144.7403	$9,301.00	$242,656	$122.3816	$150.5294	$9,580.00	$249,935	$126.0526	$155.0447

Notes:

1. Paypoint HP2.1 is the commencing paypoint for an employee with a relevant qualification of diploma or equivalent (provided the employee is applying that qualification to a relevant position) in accordance with clause 12.6(b)(i) of the *Health Practitioners and Dental Officers (Queensland Health) Award – State 2015* (the Award).
2. Paypoint HP2.8 is available only to those employees classified at TO3 under the *District Health Services Employees' Award - State 2003* on 3 January 2008 in accordance with clause 12.10(a) of the Award.
3. Paypoint HP3.0 is:
   (a) The commencing paypoint for an employee appointed to a position requiring a minimum three year tertiary qualification of a degree or equivalent in accordance with clause 12.6(b)(ii) of the Award, or
   (b) For employees holding provisional registration with the Australian Health Practitioner Regulation Authority (AHPRA) in accordance with clause 6.10 of this Agreement.
4. Paypoint HP3.1 is:
   (a) The commencing paypoint for an employee appointed to a position requiring a minimum four year tertiary qualification of a degree or equivalent in accordance with clause 12.6(b)(iii) of the Award; or
   (b) The commencing paypoint for an employee appointed to a position requiring tertiary courses such as a two year masters' program for registration purposes or entry level into the discipline in accordance of clause 12.6(b)(iv) of the Award.
5. Paypoint HP3.8 is available only to those employees classified at PO3 under the *District Health Services Employees' Award - State 2003* on 3 January 2008 in accordance with clause 12.10(b) of the Award.

DENTAL OFFICERS WAGE RATES

		Wage rates payable from 17 October 2022				Wage rates payable from 17 October 2023				Wage rates payable from 17 October 2024			
Classification	**Pay point**	**Per fortnight**	**Per annum**	**Hourly rate**	**Casual per hour**	**Per fortnight**	**Per annum**	**Hourly rate**	**Casual per hour**	**Per fortnight**	**Per Annum**	**Hourly rate**	**Casual per hour**
L1[1]	1	$4,573.00	$119,306	$60.1711	$74.0105	$4,755.90	$124,078	$62.5776	$76.9704	$4,898.60	$127,801	$64.4553	$79.2800
	2	$4,928.70	$128,586	$64.8513	$79.7671	$5,125.80	$133,728	$67.4447	$82.9570	$5,279.60	$137,741	$69.4684	$85.4461
	3	$5,349.40	$139,562	$70.3868	$86.5758	$5,563.40	$145,145	$73.2026	$90.0392	$5,730.30	$149,499	$75.3987	$92.7404
L2[2]	1	$5,672.60	$147,994	$74.6395	$91.8066	$5,899.50	$153,914	$77.6250	$95.4788	$6,076.50	$158,532	$79.9539	$98.3433
	2	$5,866.70	$153,058	$77.1934	$94.9479	$6,101.40	$159,181	$80.2816	$98.7464	$6,284.40	$163,956	$82.6895	$101.7081
	3	$6,093.20	$158,967	$80.1737	$98.6137	$6,336.90	$165,325	$83.3803	$102.5578	$6,527.00	$170,285	$85.8816	$105.6344
L3	1	$6,319.80	$164,879	$83.1553	$102.2810	$6,572.60	$171,474	$86.4816	$106.3724	$6,769.80	$176,619	$89.0763	$109.5638
	2	$6,513.80	$169,940	$85.7079	$105.4207	$6,774.40	$176,739	$89.1368	$109.6383	$6,977.60	$182,041	$91.8105	$112.9269
L4	1	$6,804.80	$177,532	$89.5368	$110.1303	$7,077.00	$184,634	$93.1184	$114.5356	$7,289.30	$190,173	$95.9118	$117.9715
	2	$7,095.90	$185,127	$93.3671	$114.8415	$7,379.70	$192,531	$97.1013	$119.4346	$7,601.10	$198,307	$100.0145	$123.0178
DS1	1	$6,804.80	$177,532	$89.5368	$110.1303	$7,077.00	$184,634	$93.1184	$114.5356	$7,289.30	$190,173	$95.9118	$117.9715
	2	$7,095.90	$185,127	$93.3671	$114.8415	$7,379.70	$192,531	$97.1013	$119.4346	$7,601.10	$198,307	$100.0145	$123.0178
	3	$7,387.20	$192,727	$97.2000	$119.5560	$7,682.70	$200,436	$101.0882	$124.3385	$7,913.20	$206,450	$104.1211	$128.0690
	4	$7,678.40	$200,324	$101.0316	$124.2689	$7,985.50	$208,336	$105.0724	$129.2391	$8,225.10	$214,587	$108.2250	$133.1168
	5	$7,969.40	$207,916	$104.8605	$128.9784	$8,288.20	$216,233	$109.0553	$134.1380	$8,536.80	$222,719	$112.3263	$138.1613
DS2	1	$8,260.50	$215,511	$108.6908	$133.6897	$8,590.90	$224,130	$113.0382	$139.0370	$8,848.60	$230,854	$116.4289	$143.2075
	2	$8,551.80	$223,110	$112.5237	$138.4042	$8,893.90	$232,035	$117.0250	$143.9408	$9,160.70	$238,996	$120.5355	$148.2587
	3	$8,778.10	$229,014	$115.5013	$142.0666	$9,129.20	$238,174	$120.1211	$147.7490	$9,403.10	$245,320	$123.7250	$152.1818

Notes

1. Employees will be transitioned to the new pay points on the basis of no disadvantage, this includes maintaining their current increment date.
   a. Employees engaged as DO1.1 and DO1.2 as at 16 October 2022 will transition to DO1.1 wage rates payable from 17 October 2022, in the above schedule
   b. Employees engaged as DO1.3 and DO1.4 as at 16 October 2022 will transition to DO1.2 wage rates payable from 17 October 2022, in the above schedule
   c. Employees engaged as DO1.5 and DO1.6 as at 16 October 2022 will transition to DO1.3 wage rates payable from 17 October 2022, in the above schedule
2. Employees will be transitioned to the new pay points on the basis of no disadvantage, this includes maintaining their current increment date.
   a. Employees engaged as DO2.1 as at 16 October 2022 will transition to DO2.1 wage rates payable from 17 October 2022, in the above schedule
   b. Employees engaged as DO2.2 as at 16 October 2022 will transition to DO2.2 wage rates payable from 17 October 2022, in the above schedule
   c. Employees engaged as DO2.3 as at 16 October 2022 and DO2.4 as at 16 October 2022 will transition to DO2.3 wage rates payable from 17 October 2022, in the above schedule

CLINCAL ASSISTANTS WAGE RATES

		Wage rates payable from 17 October 2022				Wage rates payable from 17 October 2023				Wage rates payable from 17 October 2024			
Classification	Pay point	Per fortnight	Per annum	Hourly rate	Casual per hour	Per fortnight	Per annum	Hourly rate	Casual per hour	Per fortnight	Per Annum	Hourly rate	Casual per hour
CA1	1	$1,675.20	$43,705	$22.0421	$27.1118	$1,742.20	$45,453	$22.9237	$28.1962	$1,794.50	$46,817	$23.6118	$29.0425
	2	$1,779.90	$46,436	$23.4197	$28.8062	$1,851.10	$48,294	$24.3566	$29.9586	$1,906.60	$49,742	$25.0868	$30.8568
	3	$1,884.60	$49,168	$24.7974	$30.5008	$1,960.00	$51,135	$25.7895	$31.7211	$2,018.80	$52,669	$26.5632	$32.6727
	4	$1,989.40	$51,902	$26.1763	$32.1968	$2,069.00	$53,979	$27.2237	$33.4852	$2,131.10	$55,599	$28.0408	$34.4902
	5	$2,094.00	$54,631	$27.5526	$33.8897	$2,177.80	$56,817	$28.6553	$35.2460	$2,243.10	$58,521	$29.5145	$36.3028
	6	$2,198.80	$57,365	$28.9316	$35.5859	$2,286.80	$59,661	$30.0895	$37.0101	$2,355.40	$61,451	$30.9921	$38.1203
CA2	1	$2,240.80	$58,461	$29.4842	$36.2656	$2,330.40	$60,798	$30.6632	$37.7157	$2,400.30	$62,622	$31.5829	$38.8470
	2	$2,282.50	$59,549	$30.0329	$36.9405	$2,373.80	$61,931	$31.2342	$38.4181	$2,445.00	$63,788	$32.1711	$39.5705
	3	$2,324.40	$60,642	$30.5842	$37.6186	$2,417.40	$63,068	$31.8079	$39.1237	$2,489.90	$64,960	$32.7618	$40.2970
	4	$2,366.20	$61,732	$31.1342	$38.2951	$2,460.80	$64,201	$32.3789	$39.8260	$2,534.60	$66,126	$33.3500	$41.0205
	5	$2,408.20	$62,828	$31.6868	$38.9748	$2,504.50	$65,341	$32.9539	$40.5333	$2,579.60	$67,300	$33.9421	$41.7488
CA3	1	$2,450.10	$63,921	$32.2382	$39.6530	$2,548.10	$66,478	$33.5276	$41.2389	$2,624.50	$68,471	$34.5329	$42.4755
	2	$2,491.80	$65,009	$32.7868	$40.3278	$2,591.50	$67,610	$34.0987	$41.9414	$2,669.20	$69,638	$35.1211	$43.1990
	3	$2,533.90	$66,108	$33.3408	$41.0092	$2,635.30	$68,753	$34.6750	$42.6503	$2,714.40	$70,817	$35.7158	$43.9304
	4	$2,575.70	$67,198	$33.8908	$41.6857	$2,678.70	$69,885	$35.2461	$43.3527	$2,759.10	$71,983	$36.3039	$44.6538
	4E[1]	$2,600.70	$67,850	$34.2197	$42.0902	$2,704.70	$70,564	$35.5882	$43.7735	$2,785.80	$72,680	$36.6553	$45.0860
	A1	$2,722.20	$71,020	$35.8184	$44.0566	$2,831.10	$73,861	$37.2513	$45.8191	$2,916.00	$76,076	$38.3684	$47.1931
	A2	$2,785.00	$72,659	$36.6447	$45.0730	$2,896.40	$75,565	$38.1105	$46.8759	$2,983.30	$77,832	$39.2539	$48.2823
CA4	1	$2,722.20	$71,020	$35.8184	$44.0566	$2,831.10	$73,861	$37.2513	$45.8191	$2,916.00	$76,076	$38.3684	$47.1931
	2	$2,785.00	$72,659	$36.6447	$45.0730	$2,896.40	$75,565	$38.1105	$46.8759	$2,983.30	$77,832	$39.2539	$48.2823
	3	$2,847.90	$74,300	$37.4724	$46.0911	$2,961.80	$77,271	$38.9711	$47.9345	$3,050.70	$79,591	$40.1408	$49.3732
	4	$2,910.80	$75,941	$38.3000	$47.1090	$3,027.20	$78,977	$39.8316	$48.9929	$3,118.00	$81,346	$41.0263	$50.4623
CA5	1	$3,078.20	$80,308	$40.5026	$49.8182	$3,201.30	$83,520	$42.1224	$51.8106	$3,297.30	$86,024	$43.3855	$53.3642
	2	$3,141.10	$81,949	$41.3303	$50.8363	$3,266.70	$85,226	$42.9829	$52.8690	$3,364.70	$87,783	$44.2724	$54.4551
	3	$3,203.80	$83,585	$42.1553	$51.8510	$3,332.00	$86,930	$43.8421	$53.9258	$3,432.00	$89,538	$45.1579	$55.5442

		Wage rates payable from 17 October 2022				Wage rates payable from 17 October 2023				Wage rates payable from 17 October 2024			
Classification	**Pay point**	**Per fortnight**	**Per annum**	**Hourly rate**	**Casual per hour**	**Per fortnight**	**Per annum**	**Hourly rate**	**Casual per hour**	**Per fortnight**	**Per Annum**	**Hourly rate**	**Casual per hour**
	4	$3,266.60	$85,223	$42.9816	$52.8674	$3,397.30	$88,633	$44.7013	$54.9826	$3,499.20	$91,292	$46.0421	$56.6318
CA6	1	$3,434.30	$89,598	$45.1882	$55.5815	$3,571.70	$93,183	$46.9961	$57.8052	$3,678.90	$95,980	$48.4066	$59.5401
	2	$3,528.50	$92,056	$46.4276	$57.1059	$3,669.60	$95,737	$48.2842	$59.3896	$3,779.70	$98,610	$49.7329	$61.1715
	3	$3,622.70	$94,514	$47.6671	$58.6305	$3,767.60	$98,294	$49.5737	$60.9757	$3,880.60	$101,242	$51.0605	$62.8044
CA7	1	$3,790.30	$98,886	$49.8724	$61.3431	$3,941.90	$102,841	$51.8671	$63.7965	$4,060.20	$105,928	$53.4237	$65.7112
	2	$3,884.50	$101,344	$51.1118	$62.8675	$4,039.90	$105,398	$53.1566	$65.3826	$4,161.10	$108,560	$54.7513	$67.3441
	3	$3,978.60	$103,799	$52.3500	$64.3905	$4,137.70	$107,950	$54.4434	$66.9654	$4,261.80	$111,187	$56.0763	$68.9738
CA8	1	$4,146.30	$108,174	$54.5566	$67.1046	$4,312.20	$112,502	$56.7395	$69.7896	$4,441.60	$115,878	$58.4421	$71.8838
	2	$4,261.40	$111,177	$56.0711	$68.9675	$4,431.90	$115,625	$58.3145	$71.7268	$4,564.90	$119,095	$60.0645	$73.8793
	3	$4,376.50	$114,180	$57.5855	$70.8302	$4,551.60	$118,748	$59.8895	$73.6641	$4,688.10	$122,309	$61.6855	$75.8732

Notes:

1. ‘E’ Increment eligibility: Employees will progress to the CA3.4E pay point after 24 months at CA3.4.
2. CA3 transition to the new ‘E’ increment is on the basis of no disadvantage as follows:
   a. Employees with 24 months service at CA3.4 at 17 October 2022 will translate to the new CA3.4E increment.
   b. Employees with less than 24 months service as at 17 October 2022 will translate to the new CA3.4E increment once they have completed 24 months service e.g. an employee with 18 months service at CA3.4 on 17 October 2022 will translate after a further six months service at CA3.4 i.e. on 17 April 2023.

SCHEDULE 2 – PRESERVED HUMAN RESOURCES POLICIES

1. This schedule incorporates employment policies as terms of this Agreement.
2. As agreed by the parties the Union/s 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 Number	Matter	Relevant Unions
B12	Volunteers	UWU, TQ, AWU
B23	Permanent Employment	UWU, TQ, AWU
B24	Appointments – Permanent and/or Temporary – Commonwealth and/or State Funded Programs	UWU, TQ, AWU
B25	Fixed Term Temporary Employment	UWU, TQ, AWU
B26	Casual Employment	UWU, TQ, AWU
B29	Job Evaluation –Roles Covered by the Classification and Remuneration System	UWU, TQ, AWU
B30	Higher Duties	UWU, TQ, AWU
C26	Parental Leave	UWU, TQ, AWU
C29	Mental Health Allowance	TQ, AWU
C30	Environmental Allowance – Mental Health High Security and Secure Mental Health Rehabilitation Units	UWU, TQ, AWU
C32	Compulsory Christmas/New Year Closure	UWU, TQ, AWU
C33	*Radiation Safety Act 1999* – Application and Licence Fees – 'Use' Licences	UWU, TQ
C38	Long Service Leave	UWU, TQ, AWU
D5	Accommodation Assistance – Rural and Remote Incentive	UWU, TQ, AWU
E12	Individual employee grievances	UWU, TQ, AWU
E13	Workplace Harassment	UWU, TQ, AWU
F3	Access to Employees Record	UWU, TQ, AWU
F4	Union Encouragement	UWU, TQ, AWU
I4	Compensation for Loss of or Damage to Private Property and Personal Effects of Employees and Damage to Visitor’s Vehicles	UWU, TQ, AWU

SCHEDULE 3 – LIST OF ELIGIBLE HEALTH PRACTITIONER DISCIPLINES/PROFESSIONS

The list of eligible health practitioner disciplines and professions are:

(a) Anaesthetic Technicians;

(b) Art Therapists;

(c) Audiologists;

(d) Biomedical Engineers, including Clinical Engineers;

(e) Biomedical Technicians;

(f) Breast Imaging Radiographers;

(g) Cardiac Perfusionists;

(h) Chemists and/or Radio-Chemists;

(i) Clinical Measurement Scientists and Technicians;

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

(k) Dental Prosthetists;

(l) Dental Technicians;

(m) Dental Therapists;

(n) Dietitians/Nutritionists;

(o) Environmental Health Officers;

(p) Epidemiologists;

(q) Exercise Physiologists;

(r) Forensic Scientists and Technicians;

(s) Genetic Counsellors;

(t) Health Promotion Officers;

(u) Leisure Therapists;

(v) Mammographers;

(w) Medical Entomologists;

(x) Medical Illustrators;

(y) Medical Laboratory Scientists and Technicians;

(z) Music Therapists;

(aa) Neurophysiologists;

(bb) Nuclear Medicine Technologists;

(cc) Nutritionists;

(dd) Occupational Therapists;

(ee) Optometrists;

(ff) Oral Health Therapists;

(gg) Orthoptists;

(hh) Orthotists, Prosthetists and Technicians;

(ii) Patient Safety Officers;

(jj) Pharmacists and Technicians;

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

(ll) Physiotherapists;

(mm) Podiatrists;

(nn) Psychologists including Clinical and Neuropsychologists;

(oo) Public Health Officers;

(pp) Radiation Therapists;

(qq) Radiographers/Medical Imaging Technologists;

(rr) Rehabilitation Engineers and Technicians;

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

(tt) Scientists – Environmental Health;

(uu) Social Work Associates;

(vv) Social Workers;

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

(xx) Speech Pathologists; and

(yy) Welfare Officers.

SCHEDULE 4 – HEALTH PRACTITIONER WORK LEVEL STATEMENTS

GLOSSARY OF TERMS

STANDARDS

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

BREADTH OF ACTIVITY/JURISDICTION

Hospital and Health Service (HHS):	In reference to one of the recognised 16 Hospital and Health Services.
Multi-disciplinary:	The combination of several disciplines of health practitioners. This could include different professions (degree qualified) e.g. occupational therapist, physiotherapist, social worker, nurse etc.; technicians, assistants and/or administrative staff.
Multiple jurisdictions:	Relates to service areas that fall across hospital and health service boundaries and encompass multi–disciplinary and/or multi–speciality teams
Multiple specialities/ settings:	May include "modalities", "specialties", "domains", "fields", etc. which are determined by the individual professional or service groups. Management is also recognised as an individual area.
Multi-speciality:	The combination of speciality knowledge and skills within a given discipline which may include: (a) speciality areas within a discipline; (b) modality areas within a discipline; (c) clinical/technical and non–clinical/technical skills and roles, such as management.
Organisational context:	The context regarding the customers and the nature of the service provided determines the level. Contributing factors include but are not limited to size and complexity of service provided.
Service:	The service is defined by the context in which it is operated. The contextual information regarding the customers and the nature of the service provided is what needs to be defined to determine the level. Contributing factors can include (but are not limited to) size, complexity, support, influence. Use of the term "service" is a conceptual statement and overrides any use of the term within the organisational nomenclature of the time.

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

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

HEALTH PRACTITIONER ONE (HP 1)

SCOPE AND NATURE OF LEVEL

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

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

ROLE CONTEXT

Knowledge, skills and expertise

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

Accountability

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

HEALTH PRACTITIONER TWO (HP 2)

SCOPE AND NATURE OF LEVEL

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

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

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

ROLE CONTEXT

Knowledge, skills and expertise

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

Accountability

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

HEALTH PRACTITIONER THREE (HP 3)

SCOPE AND NATURE OF LEVEL

Clinical stream

HP3 covers both newly qualified clinicians and developing professional clinicians.

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

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

supervision commensurate with experience.

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

A primary researcher role implements research activities under direction.

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

Technical stream
Technical roles at Health Practitioner 3 require employees to be experienced in their given technical domain, and have either:
- Operational supervisory responsibilities including development of subordinate staff, performance management, co–ordination of workflow processes, quality of output of the work unit and implementing occupational health and safety guidelines, or
- Proven technical expertise and competence with demonstrated proficiency to perform complex technical tasks with minimal clinical practice supervision, and are expected to be an active contributor to their multidisciplinary work unit or technical team.

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

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

ROLE CONTEXT

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

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

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

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

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

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

HEALTH PRACTITIONER FOUR (HP 4)

SCOPE AND NATURE OF LEVEL

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

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

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

Technical stream

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

ROLE CONTEXT

Knowledge, skills and expertise – clinical stream

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

Knowledge, skills and expertise – educator

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

Knowledge, skills and expertise – researcher

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

Knowledge, skills and expertise – management stream

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

Knowledge, skills and expertise – technical stream

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

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

Accountability – clinical stream

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

Accountability – educator

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

Accountability – researcher

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

Accountability – management stream

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

Accountability – technical stream

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

HEALTH PRACTITIONER FIVE (HP 5)

SCOPE AND NATURE OF LEVEL

Clinical stream

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

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

Management stream

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

Technical stream

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

ROLE CONTEXT

Knowledge, skills and expertise – clinical stream

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

Knowledge, skills and expertise – educator

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

Knowledge, skills and expertise – researcher*

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

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

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

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

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

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

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

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

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

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

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

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

HEALTH PRACTITIONER SIX (HP 6)

SCOPE AND NATURE OF LEVEL

Clinical stream

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

Management stream

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

ROLE CONTEXT

Knowledge, skills and expertise – clinical stream

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

publications.

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

Knowledge, skills and expertise – educator

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

Knowledge, skills and expertise – researcher*

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

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

Knowledge, skills and expertise – management stream

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

Accountability – clinical stream

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

Accountability – educator

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

Accountability – researcher

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

Accountability – management stream

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

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

HEALTH PRACTITIONER SEVEN (HP 7)

SCOPE AND NATURE OF LEVEL

Clinical stream

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

Management stream

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

ROLE CONTEXT

Knowledge, skills and expertise – clinical stream

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

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

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

Knowledge, skills and expertise – management stream

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

Accountability – clinical stream

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

Accountability – educator

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

Accountability – researcher

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

Accountability – management stream

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

HEALTH PRACTITIONER EIGHT (HP 8)

SCOPE AND NATURE OF LEVEL

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

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

ROLE CONTEXT

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

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

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

1. Clinical Assistants

1.1. Clinical assistants are employees who:

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

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

(A) Acute care;
(B) Aged care;
(C) Ambulatory and community care;
(D) Extended care;
(E) Integrated mental health;
(F) Rehabilitation;
(G) Pathology and mortuary services;
(H) Oral health;
(I) Primary care, and
(J) Protection and prevention.

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

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

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

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

2. Eligible Roles

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

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

(b) Anaesthetic Technicians/Assistants[1];

(c) Audiology Assistants;

(d) Clinical Measurements Assistants;

(e) Dental Assistants;

(f) Diversional Therapists;

(g) Laboratory Assistants;

(h) Leisure Therapist Assistants;

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

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

(j) Menu Monitors;

(k) Mobility Aide Officers;

(l) Mortuary Attendants/Assistants;

(m) Music Therapy Assistants;

(n) Nutrition Assistants and/or Dietetics Assistants;

(o) Occupational Therapy Assistants;

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

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

(r) Phlebotomists;

(s) Physiotherapy Assistants;

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

(u) Podiatry Assistants;

(v) Prosthetic/Orthotic Assistants;

(w) Recreational Officers;

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

(y) Social Work Assistants;

(z) Speech Pathology Assistants;

(aa) Therapy Assistants; and

(bb) Vector Control Officers[2].

2.2. Eligibility for inclusion in the clinical assistant stream also includes accepted variations of the titles listed in clause 2.1 and the role being performed is that of the listed title. Examples of accepted variations include 'aide'. For purposes of the establishment of the clinical assistant stream, eligible roles were previously classified in the operational stream, however new or additional roles may be added by agreement of HPDOCG as outlined in clause 1.14.

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

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

SCHEDULE 6 – CLINICAL ASSISTANTS – TRANSITIONARY ARRANGEMENTS

1. Relationships with Awards and Other Industrial Agreements

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

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

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

SCHEDULE 7 – GRANDPARENTING OF RETENTION PAYMENTS FOR CERTAIN HEALTH PRACTITIONERS

1. Grandparenting of Retention Payments for Certain Health Practitioners

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

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

1.3. Payments under this Schedule are strictly limited to those health practitioners who completely satisfy all aspects of the eligibility criteria at clauses 2, 4, and 6 of this schedule on 18 August 2020. No further payments will be approved under this clause from this date.

2. Eligibility Criteria

2.1. To be eligible to receive retention payments under this clause, employees must fully satisfy all of the below criteria by or on 18 August 2020:

(a) Employed before or on 18 August 2020.

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

(i) Radiography
(ii) Medical Imaging Technology
(iii) Breast Imaging Radiography (including Breast Screen Queensland)
(iv) Radiochemistry
(v) Pharmacy.

(c) Classified at levels:

(i) HP3.7 with at least 12 months' service (and in the case of a part-time employee, the employee has received a salary at the HP3.7 pay point for at least 12 months and the employee has worked 1,200 ordinary hours in such classification) at that classification in accordance with clauses 5.1 and 5.2 below;
(vi) HP3.8; or
(vii) HP4 and above.

(d) Employed on a:

(i) Permanent; or
(viii) Temporary basis.

3. Eligible Disciplines

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

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

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

3.4. Radiochemistry means a position with 'Radiochemist' (or accepted equivalent) in the title, and performing duties including any aspect of chemistry involving the measurement and application of radioactive isotopes.

Typical mandatory requirements of such roles include a Bachelor of Science or Bachelor of Applied Science with a major in chemistry.

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

4. Eligible and Ineligible Health Practitioner Roles

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

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

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

5. HP3 Eligibility

5.1. For a HP3.7 employee to be eligible for retention payments, they must have completed 12 months' service at the HP3.7 pay point (and in the case of a part-time employee, the employee has received a salary at the HP3.7 pay point for at least 12 months and have worked 1,200 ordinary hours in such classification), as of 18 August 2020.

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

6. Continuous Service

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

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

a) Is on a period of casual employment; or

b) Is not employed by Queensland Health.

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

7. Interactions with Other Attraction and/or Retention Incentives

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

7.2. Employees in dual radiography/sonography positions who are eligible to receive the sonography development allowance at clause 3.2 are ineligible to receive payments under this clause as radiographers.

8. Payment Arrangements

8.1. The retention payment will be paid fortnightly.

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

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

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

9. HR Circular 44/08

9.1. The parties agreed HR Circular 44/08 Retention Payments for Health Practitioners was rescinded effective from 18 August 2020, the date of certification of HPDO3.

Signed for and on behalf of Queensland Health:

Shaun Drummond
Print name

8 May 2023
Signature Date

In the presence of:

Trish Nielsen
Print name

8 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
Signature Date

In the presence of:

Michael Thomas
Print name

9 May 2023
Signature Date

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

	Sharron Caddie
	Print name
Signature	9 May 2023 Date

In the presence of:

	Toni Blake
	Print name
Signature	9 May 2023 Date