

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

State of Queensland (Queensland Health)

AND

Together Queensland, Industrial Union of Employees

The Australian Workers' Union of Employees, Queensland

(Matter No. CB/2024/39)

**ABORIGINAL AND TORRES STRAIT ISLANDER HEALTH WORKFORCE
(QUEENSLAND HEALTH) CERTIFIED AGREEMENT (NO. 2) 2023**

Certificate of Approval

On 21 June 2024, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

Name of Agreement: **ABORIGINAL AND TORRES STRAIT ISLANDER HEALTH
WORKFORCE (QUEENSLAND HEALTH) CERTIFIED
AGREEMENT (NO. 2) 2023**

Parties to the Agreement:

- State of Queensland (Queensland Health);
- Together Queensland, Industrial Union of Employees; and
- The Australian Workers' Union of Employees, Queensland.

Operative Date: 21 June 2024

Nominal Expiry Date: 31 August 2025

Previous Agreement: *Aboriginal and Torres Strait Islander Health Workforce (Queensland Health) Certified Agreement (No. 1) 2019*

**Termination Date of
Previous Agreement:** 21 June 2024

By the Commission

J.W. MERRELL
Deputy President

21 June 2024

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State of Queensland (Queensland Health)

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(QUEENSLAND HEALTH) CERTIFIED AGREEMENT (NO. 2) 2023 (HWF EB2)**

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PART 1 – Preliminary matters

1. Title

This Agreement shall be known as the *Aboriginal and Torres Strait Islander Health Workforce (Queensland Health) Certified Agreement (No. 2) 2023 (HWF EB2)*.

2. Definitions

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

Approved mandatory qualification means a qualification approved for an Aboriginal and Torres Strait Islander Health Workforce stream role by the Director-General or authorised delegate in accordance with the minimum AQF requirements of the classification level.

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

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

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

Ahpra means the Australian Health Practitioner Regulation Agency.

AQF means the Australian Qualifications Framework.

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

Department means the Department of Health, and includes the work areas/units listed in Schedule 1 of the *Hospital and Health Services General Employees (Queensland Health) Award – State 2015* as amended from time to time.

Employee means an Aboriginal and Torres Strait Islander Health Workforce stream employee for whom classifications and rates of pay are prescribed herein.

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

Executive Director of Aboriginal and Torres Strait Islander Health means the designated single lead Aboriginal and Torres Strait Islander Health role employed within a Hospital and Health Service, however titled.

FTE means Full-Time Equivalent.

Generic level statements means a broad, concise statement of the duties, skills and responsibilities indicative of a given classification level.

HCF means Health Consultative Forum.

HED 04/23 means *Health Employment Directive 04/23 Aboriginal and Torres Strait Islander Health Workforce Classification Structure and Entitlements*.

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

HWF means Aboriginal and Torres Strait Islander Health Workforce stream.

HWFCG means the Aboriginal and Torres Strait Islander Health Workforce Consultative Group.

HR Policy means a Queensland Health Human Resource (HR) Policy.

Increment means for all employees an increase in salary from one paypoint to the next highest paypoint within a classification level.

Paypoint means the specific rate of remuneration payable to employees within an Aboriginal and Torres Strait Islander Health Workforce HWF classification level.

Preserved human resource (HR) policies means those HR policies included in Schedule 3 of this Agreement.

RIS means the Remote Incentive Scheme. An eligible RIS employee is a permanent or long term temporary (greater than 12 months) HWF2 and above, employed or working in a designated Category D remote location, as listed in Schedule 10.

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

Together Queensland means Together Queensland, Industrial Union of Employees.

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

3. Parties bound

3.1. The parties to this Agreement are:

- (a) State of Queensland, represented through Queensland Health;
- (b) Together Queensland, Industrial Union of Employees; and
- (c) The Australian Workers' Union of Employees, Queensland.

4. Application

4.1. The Agreement applies to the employer party as defined in this Agreement and its employees for whom classifications and rates of pay are prescribed herein.

4.2. The *Aboriginal and Torres Strait Islander Health Workforce (Queensland Health) Certified Agreement (No. 2) 2023* applies to employees:

- (a) in the following eligible roles:
 - (i) Aboriginal and Torres Strait Islander Health Practitioners;
 - (ii) Aboriginal and Torres Strait Islander Health Workers;
 - (iii) Aboriginal and Torres Strait Islander Mental Health, Alcohol and/or Other Drugs Health Workers;
 - (iv) Aboriginal and Torres Strait Islander Hospital Liaison Officers (including Aboriginal and Torres Strait Islander Community Liaison Officers, and Aboriginal and Torres Strait Islander Mental Health Liaison Officers),
 - (v) Executive Directors of Aboriginal and Torres Strait Islander Health
- (b) who are employed in roles:
 - (i) that were classified in the Operational or Administrative streams under the *Hospital and Health Service General Employees (Queensland Health) Award – State 2015* as at the date of certification of the *Aboriginal and Torres Strait Islander Health Workforce (Queensland Health) Certified Agreement (No. 1) 2019* on 18 August 2020; or

- (ii) that were classified as District Senior Officer or Health Executive Service roles as at the date of approval of *Health Employment Directive 04/23 Aboriginal and Torres Strait Islander Health Workforce Classification Structure and Entitlements* on 31 October 2023; or
 - (iii) that have been classified as Aboriginal and Torres Strait Islander Health Workforce stream roles by the Director-General or authorised delegate, and
- 4.3. The list of eligible Aboriginal and Torres Strait Islander Health Workforce stream professions/roles may be added to during the life of the Agreement with the approval of the Director-General on advice from the Chief First Nations Health Officer and the HWFCG.
- 4.4. For the purposes of clarity, the parties agree that the Aboriginal and Torres Strait Islander Health Workforce stream does not apply to the following:
- (a) Aboriginal and Torres Strait Islander identified roles that are not listed as an eligible position in clause 4.2(a), or as amended in accordance with clause 4.3.

5. Date and period of operation

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

6. Renewal or replacement of Agreement

- 6.1. The parties to this Agreement will commence discussions six months prior to the nominal expiration date of this Agreement.
- 6.2. The *Aboriginal and Torres Strait Islander Health Workforce (Queensland Health) Certified Agreement (No. 2) 2023* is to be terminated upon certification of the replacement agreement.

7. Relationships with Award and other conditions

- 7.1. This Agreement is to be read in conjunction with the *Hospital and Health Service General Employees (Queensland Health) Award – State 2015* (Award) or any consent award successor or replacement. In this context, the Award will be applied as if:
- (a) employees at classifications HWF1 to HWF7 in this Agreement were classified under the Operational Officer stream; and
 - (b) employees at classifications HWF8 and HWF9 in this Agreement were classified under the Professional Officer stream. However, for these employees, the following Award clauses will not apply:
 - (i) Clause 8.2 Part-time employment;
 - (ii) Clause 15 Hours of duty;
 - (iii) Clause 16 Meal breaks;
 - (iv) Clause 17 Rest pauses;
 - (v) Clause 18 Overtime, except as authorised by clause 22 of this Agreement;
 - (vi) Clause 19.2 Additional (annual) leave;
 - (vii) Clause 23 Public holidays.
- 7.2. This Agreement is to be read in conjunction with the Award or any consent Award successor or replacement.

- 7.3. Where there is any inconsistency between this Agreement and the Award, the terms of this Agreement will apply to the extent of any inconsistency.
- 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.
- 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.

8. Purpose and objectives of the Agreement

- 8.1. The purpose of this Agreement is to:
 - (a) clearly affirm the pivotal roles of the Aboriginal and Torres Strait Islander Health Workforce, in collaboration with other health professions, to improve health outcomes for Queenslanders;
 - (b) recognise the unique skills, cultural expertise and community focus the Aboriginal and Torres Strait Islander Health Workforce brings to their roles;
 - (c) reflect contemporary qualifications, service and workforce models that is adaptive to future change;
 - (d) ensure the Aboriginal and Torres Strait Islander Health Workforce has the recognition, resources and support to thrive in their workplace, stretch professionally, and participate in governance;
 - (e) provide participation and growth in health, future and current workforces under one stream classification, and provide pathways to other health professional careers; and
 - (f) 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.
- 8.2. The parties to this Agreement are committed to the following objectives:
 - (a) delivering better health, employment and socio-economic outcomes for Aboriginal and Torres Strait Islander people, and progressing towards eliminating the gap between Aboriginal and Torres Strait Islander and non-Aboriginal and Torres Strait Islander Australians (Closing the Gap);
 - (b) achieving health equity for, and the delivery of responsive, capable and culturally competent health care to, Aboriginal people and Torres Strait Islander people;
 - (c) acknowledging that skills, knowledge and experience in Aboriginal and Torres Strait Islander health and cultural competence is relevant expertise required for a Hospital and Health Service to perform its functions effectively and efficiently;
 - (d) maintaining and improving the public health system to serve the needs of the Queensland community;
 - (e) maintenance of a stable industrial relations environment;
 - (f) continuous improvement and promotion of work health and safety;
 - (g) improvement and maintenance of quality health services;
 - (h) a joint approach to a future reform program to identify and implement more flexible and efficient industrial arrangements;
 - (i) collectively striving to achieve quality outcomes for patients;
 - (j) maximising permanent employment including conversion of non-permanent employees;
 - (k) employment security;

- (l) attraction and retention of employees to meet health service demands;
- (m) achieving a skilled, motivated and adaptable workforce;
- (n) improving gender equity; and
- (o) ensuring that workload management is addressed to ensure there are no adverse effects on employees resulting from excessive workloads and that as changes or new processes are adopted consideration will be given to achieving a balanced workload for employees.

9. Posting of the Agreement

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

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

10. International Labour Organisation conventions

10.1. The employer accepts obligations made under international labour standards.

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).

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.

11. Operation and implementation of the Agreement

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

11.2. The operation and implementation of the Agreement will be overseen by the Aboriginal and Torres Strait Islander Health Workforce Consultative Group (HWFCG).

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

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

11.5. The role of the HWFCG 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.

11.6. The HWFCG 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 HWFCG under clause 12 of this Agreement;
- (b) monitoring the effectiveness of Health Consultative Forums (however titled) and their outcomes

relating to the Agreement;

- (c) ensuring relevant policies are reviewed to be consistent with this Agreement; and
- (d) any other matter as set out in this Agreement.

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

12. Prevention and settlement of disputes relating to the interpretation, application or operation of this Agreement

12.1. 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.

12.2. 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 a 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 Hospital and Health Service management (or equivalent) for resolution. Hospital and Health Service 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 HWFCG. The HWFCG will deal with the issue in a timely manner. If the HWFCG 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 HWFCG considers that the issue falls outside the interpretation, application and implementation of this Agreement, or has whole of Queensland Health 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 Queensland Industrial Relations Commission.
- (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.

12.3. 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.

13. HR Policy preservation

13.1. The parties agree that certain matters that apply to employees covered by this Agreement will be preserved and incorporated as terms of this Agreement and contained in Schedule 3.

13.2. The matters contained within Schedule 3, 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.

13.3. The parties agreed Schedule 3 and the matters contained within will be reviewed over the life of the Agreement. This does not include those preserved HR policies which had reviews completed during the life of the *Aboriginal and Torres Strait Islander Health Workforce (Queensland Health) Certified Agreement (No. 1) 2019*, except where agreed between the parties or where amendments may be required due to other industrial changes.

- 13.4. It is further agreed that any increases in monetary amounts as a result of Queensland Industrial Relations Commission decisions, government policy, or directives under the *Hospital and Health Boards Act 2011* (or any replacement legislation) will be applied.

PART 2 – Cultural matters and health equity

14. Recognition of culture and traditions

- 14.1. Queensland Health recognises the respective cultures and traditions held by the Aboriginal and/or Torres Strait Islander Health Workforce covered by this Agreement.
- 14.2. Queensland Health acknowledges that culture and traditions are central to the lives of Queensland Health's Aboriginal and Torres Strait Islander Health Workforce and are critical in enhancing and preserving the health and social and emotional well-being of Aboriginal and Torres Strait Islander peoples. The parties acknowledge that the cultural views, beliefs and knowledge systems possessed by the Aboriginal and Torres Strait Islander Health Workforce are essential to their role. The culture and traditions of the Aboriginal and Torres Strait Islander Health Workforce will be supported by this Agreement.

15. Cultural respect

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

16. Health equity strategy

- 16.1. Queensland Health commits to implement the First Nations Health Equity Strategies in accordance with the *Hospital and Health Boards Act 2011* and the *Hospital and Health Boards Regulation 2023*.

PART 3 – Wage and salary related matters

17. Increases to wages and certain allowances

- 17.1. The wage rates for employees subject to this Agreement are prescribed in Schedule 1, which incorporates the following increases:
- (a) 4% from 1 September 2023; and
 - (b) 3% from 1 September 2024.
- 17.2. The first wage increase effective 1 September 2023 is to be applied to the rates prescribed in *Health Employment Directive 04/23 Aboriginal and Torres Strait Islander Health Workforce Classification Structure and Entitlements*. The future wage increase will be applied to the Agreement rates stipulated for the prior year.
- 17.3. Certain allowances for the Aboriginal and Torres Strait Islander Health Workforce stream will be increased by the same percentage as the wage increases at clause 17.1 of this Agreement (if applicable) and contained in Schedule 2 to this Agreement.
- 17.4. It is a term of this Agreement that no employee will receive a rate of pay which is less than the corresponding rate of pay in the Award.

18. Cost of living adjustment (COLA) payments

18.1. Definitions

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

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

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

calculation date – means, either:

- 31 August 2024 (COLA Payment HWF EB2 Year 1); or
- 31 August 2025 (COLA Payment HWF EB2 Year 2).

COLA payment percentage – see clause 18.3.

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 18.2.

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% or 3%, as specified in clause 17 of this Agreement, that occurs at the commencement of an *agreement year*.

18.2. 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 two years only, and ending for the calculation date of 31 August 2025. It is acknowledged that eligible employees have already received a COLA payment for the period 1 September 2022 to 31 August 2023 pursuant to *Health Employment Directive 07/22 Aboriginal and Torres Strait Islander Health Workforce: Interim Wage Increase*.
- (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 18.2(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 Government department. They remain employed with the new Government department as at the relevant calculation date under this Agreement. Provided the employee provides the required notice and details of their current employer (as specified above) which confirms that they are a Queensland government employee as at the calculation date, they will be an eligible employee for that particular COLA Payment.

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

Example – an employee starts being covered by the Agreement on 17 September 2024. The employee is not eligible for COLA Payment HWF EB2 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 five 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 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 18.2, 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.

18.3. Calculation and payments

- (a) Step one

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

- (b) Step two

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

Example one: For COLA Payment HWF EB2 Year 2, the agreement year is 1 September 2024 to 31 August 2025. The wage increase under the Agreement is 3% on 1 September 2024. In April 2025, the ABS releases the CPI figure for March 2025 as 3.9%. The COLA Payment is calculated as the difference between 3% and 3.9%, i.e. 0.9%. 0.9% is less than the 3% cap, therefore the COLA percentage is 0.9%.

Example two: For COLA Payment HWF EB2 Year 1, the agreement year is 1 September 2023 to 31 August 2024. The wage increase under the Agreement is 4% on 1 September 2023. In April 2024, the ABS releases the CPI figure for March 2024 as 7.5%. The COLA Payment is calculated as the difference between 4% and 7.5%, i.e. 3.5%. However, because the COLA Payment is capped at 3%, the COLA percentage is 3%.

- (c) Step three

- (i) To calculate an eligible employee's COLA Payment, the relevant employee's base wages for the agreement year are adjusted to determine what their base wages would have been if the relevant wage increase under the Agreement had not been applied for that agreement year. This is done by using the following formula to first determine the value of 'a':

- (ii) $a = 100 / (1 + \text{relevant wage increase under the Agreement expressed as a decimal})$
- (iii) Then the relevant employee's base wages are then multiplied by 'a', where 'a' is expressed as a percentage:
- (iv) *Example: The wage increase in the Agreement for that agreement year was 4% on 1 September 2023. The base wages payable to the relevant employee for the agreement year from 1 September 2023 to 31 August 2024 is \$90,000. The calculation occurs as follows:*
 - $a = 100 / (1 + 0.04)$
 - $a = 96.1538$
 - $\$90,000 \text{ adjusted by } 96.1538\% = \$86,538.42;$
- (d) Step four
 - (i) The figure from clause 18.3(c) is then multiplied by the COLA Percentage calculated in clause 18.3(b) to determine the particular employee's COLA Payment for that agreement year.
 - (ii) *Example: The COLA percentage is 3%.*
 - $\$86,538.42 \text{ multiplied by } 3\% = \$2,596.15$
 - (iii) COLA Payments are one-off, do not form part of base salary and will be taxed according to the applicable law.

18.4. Timing of information and payments

- (a) For eligible employees under clause 18.2(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 18.2(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 18.2(c).
- (c) Queensland Health will provide advice to unions and employees covered by this Agreement on the timing of payroll processing for each COLA payment.

19. Superannuation

- 19.1. 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.
- 19.2. Where an employee has not chosen a fund in accordance with clause 19.1 above, the employer must make superannuation contributions for the employee (including salary sacrifice contributions) to the Government Division of Australian Retirement Trust (known as QSuper).
- 19.3. 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.
- 19.4. 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.

20. Salary sacrificing

- 20.1. An employee may elect to sacrifice up to 50% of salary payable under this Agreement, and also where applicable the payments payable via the employer to the employee under the *Paid Parental Leave Act 2010* (Cth).
- 20.2. Despite clause 20.1 above, employees may sacrifice up to 100% of their salary for superannuation.
- 20.3. The individual salary sacrificing arrangements of any employee will remain confidential at all times. Proper audit procedures will be put in place which may include private and/or Auditor-General reviews. Authorised union officials will be entitled to inspect any record of the employer to ensure compliance with the salary sacrificing arrangements, subject to the relevant industrial legislation.
- 20.4. For the purposes of determining what remuneration may be sacrificed under this clause, 'salary' means the salary payable under Schedule 1 to this Agreement, and also where applicable the payments payable via the employer to the employee under the *Paid Parental Leave Act 2010* (Cth).
- 20.5. Salary sacrificing arrangements will be made available to the following employees covered by this Agreement in accordance with 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) fixed term temporary full-time and part-time employees; and
 - (c) long-term casual employees as determined by the *Industrial Relations Act 2016*.
- 20.6. Fringe benefits tax (FBT) exemption cap: The FBT exemption cap is a tax concession under the *Fringe Benefits Tax Assessment Act 1986* (Cth) for limited categories of employers. The FBT exemption cap is not an employee entitlement. The manner of the application of the FBT exemption cap is determined by the employer in accordance with the FBT legislation. Under the FBT legislation, to be eligible for the FBT exemption cap at the time fringe benefits are provided, the duties of the employment of an employee must be exclusively performed in, or in connection with, a public hospital or predominantly involved in connection with public ambulance services.
- 20.7. Where an employee who is ineligible for the FBT exemption cap sacrifices benefits attracting FBT, the employee will be liable for such FBT.
- 20.8. Under the FBT legislation, the FBT exemption cap applies to all taxable fringe benefits provided by the employer, whether through the salary sacrifice arrangements or otherwise. Where an employee who is eligible for the FBT exemption cap sacrifices benefits attracting FBT, the employee will be liable for any FBT caused by the FBT exemption threshold amount being exceeded as a result of participation in the salary sacrifice arrangements. To remove any doubt, any benefits provided by the employer separate from the salary sacrifice arrangements take first priority in applying the FBT exemption cap in respect of the 2022/23 FBT year and prior FBT years. However, in accordance with a Queensland Government policy decision, any salary sacrificed benefits take priority over benefits provided by the employer separate from the salary sacrifice arrangements in applying the FBT exemption cap in respect of the 2023/24 FBT year and future FBT years.
- 20.9. Where the employee has elected to sacrifice a portion of the payable salary:
 - (a) subject to Australian Taxation Office (ATO) requirements, the sacrificed portion will reduce the salary subject to appropriate tax withholding deductions by the amount sacrificed;
 - (b) any allowance, penalty rate, overtime, weekly workers' compensation benefit, or other payment, to which an employee is entitled under their respective award, Act or Statute which is expressed to be determined by reference to the employee's salary, will be calculated by reference to the gross salary which the employee would receive if not taking part in salary sacrificing arrangements;
 - (c) salary sacrificing arrangements will be maintained during all periods of leave on full pay, including the maintenance of cash and non-cash benefits; and

- (d) the employee's salary for superannuation purposes and severance and termination payments will be the gross salary which the employee would receive if not taking part in salary sacrificing arrangements.

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

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

21. Reasonable overtime

21.1. An employer can request an employee works reasonable overtime.

21.2. An employee can refuse overtime if the request is unreasonable.

21.3. In deciding whether additional hours are reasonable, the factors that must be taken into account include but are not limited to:

- (a) any risk to the employee's health and safety from working the additional hours;
- (b) the employee's personal circumstances including family responsibilities;
- (c) the needs of the workplace in which the employee is employed;
- (d) professional obligations to manage fatigue using a risk management framework;
- (e) any notice given by the employer of any request or requirement to work the additional hours;
- (f) any notice given by the employee of the employee's intention to refuse to work the additional hours;
- (g) the usual patterns of work for employees employed in this agreement; and
- (h) the nature of the employee's role and the employee's level of responsibility.

22. Overtime for HWF8 and HWF9 employees when a disaster is declared

22.1. A HWF8 and HWF9 employee may claim overtime in the following circumstances:

- (a) When a disaster has been declared under the *Disaster Management Act 2003* or when an "internal" disaster, limited to a particular Hospital and Health Service (or facility/service), is declared by a Health Service Chief Executive (or delegate).
- (b) The employee works additional hours that attract the overtime payment as a direct consequence of the declared disaster. All claimed overtime must have been worked in order to maintain patient services, either during or after a declared disaster.

- (c) All overtime must be authorised and paid in accordance with clauses 18.1 to 18.4 of the *Hospital and Health Services General Employees (Queensland Health) Award – State 2015*.

23. Standard on call allowance

- 23.1. This clause operates to the exclusion of clause 18.5 of the *Hospital and Health Services General Employees (Queensland Health) Award – State 2015*.
- 23.2. An employee who is instructed to be on call outside ordinary or rostered working hours shall receive, in addition to their ordinary rate of pay, an allowance based upon the hourly rate of the classification of HWF4.4, in accordance with the following scale:
 - (a) where the employee is on call throughout the whole of a rostered day off, an accrued day off or a public holiday: a payment equivalent to 95% of the prescribed hourly rate for one hour in respect of each such instance;
 - (b) where an employee is on call during the night only of a rostered day off, an accrued day off or public holiday: a payment equivalent to 60% of the prescribed hourly rate for one hour per night; and
 - (c) where an employee is on call other than as prescribed in clauses 23.2(a) or (b): a payment equivalent to 47.5% of the prescribed hourly rate for one hour in respect of each such instance.
- 23.3. For the purpose of calculating the hourly rate, the divisor will be based upon a 38 hour week and calculated to the nearest \$0.05.
- 23.4. For the purpose of clause 23.2(b), a **night** is deemed to consist of those hours falling between 1800 and 0600 or mainly between such hours.

24. Priority on call allowance

- 24.1. This clause does not apply to HWF8 and HWF9 classified employees.
- 24.2. The provisions within this clause only apply to employees who are instructed to be on priority on call outside ordinary or rostered working hours, and the employer requires such employee to attend to duties within 30 minutes of being called (assuming that there are good traffic conditions).
- 24.3. Eligible employees shall receive the priority on call allowance prescribed in this clause instead of the standard on call allowance prescribed in clause 23 of this Agreement.
- 24.4. The priority on call allowance shall be an amount of 10% of the HWF4.4 ordinary hourly rate per hour that the employee is required for priority on call.
- 24.5. 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.

25. Recall payment

- 25.1. This clause does not apply to HWF8 and HWF9 classified employees.
- 25.2. For the time that an employee on call is recalled to perform duties, the employee is entitled to:
 - (a) For a recall on Monday to Friday:
 - (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 employee's option, time off at a mutually convenient time, equivalent to the number of hours worked.
 - (c) For a recall on a public holiday, either:

- (i) payment at the prescribed overtime rate, with a minimum payment of four hours for the day; or
 - (ii) at the employee's option, time off in lieu equivalent to the number of hours worked, with a minimum of four hours, plus payment at half the ordinary rate for the recall time worked.
 - (d) If the employee is recalled more than once in the same minimum engagement period, the employee is only paid once for the minimum engagement period. However, if the employee works beyond the minimum engagement period the employee will be paid at the relevant overtime rate for all additional time worked.
 - (e) Where an employee is recalled again after the initial minimum engagement period ends, the employee will be paid for another minimum engagement period.
 - (f) Time off in lieu must be taken at a mutually convenient time to be agreed between the employee and their supervisor.
 - (g) Recall time is to be calculated from home and back to home.
- 25.3. An employee on call who is required to perform duties without the need to leave the employee's place of residence and/or without the need to return to the facility will be reimbursed for a minimum of one hour's work for each time the employee performs such duties. If the employee is required to again perform duties within that one hour period, no further minimum payment will apply.
- 25.4. An employee who is not on call and who is recalled to perform work after completing their ordinary working hours, or is recalled at least three hours prior to commencing their ordinary duty working hours, will be paid at overtime rates with a minimum payment of three hours.
- 25.5. Where an employee 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.

26. Break between shifts

- 26.1. This clause does not apply to HWF8 and HWF9 classified employees.
- 26.2. An employee rostered on 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.
- 26.3. 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.
- 26.4. Where an employee'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 26.2 and clause 26.3 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 25.2 of this Agreement in addition to payment for the ordinary shift.
- 26.5. Clause 26 operates to the exclusion of clause 18.10(d) of the *Hospital and Health Services General Employees (Queensland Health) Award – State 2015*, an employee is entitled to a break between shifts in accordance with clause 26.2 and clause 26.3 if the period of recall is less than two hours.
- 26.6. Where an employee has had an inadequate sleep opportunity but does not meet the fatigue provisions outlined a conversation with the delegate should occur to ensure safety to employees and patients in accordance with the Fatigue Risk management framework.

27. Maximum 12 ordinary hours per day

27.1. This clause does not apply to HWF8 and HWF9 classified employees.

27.2. Clause 15.1(e) of the *Hospital and Health Service General Employees Award - State 2015* limits the ordinary hours of work to a maximum of 10 hours per day.

27.3. The parties agree ordinary hours of duty per day limits in clause 27.2 may be increased to a maximum of 12 ordinary hours of duty per day for the life of this Agreement.

28. Part-time employees - minimum hours

28.1. Part-time employees at HWF1 to HWF7 classifications employed under clause 8.2 of the *Hospital and Health Services General Employees (Queensland Health) Award – State 2015*, must be employed for no less than 16 ordinary hours per fortnight, unless there is documented agreement between the employee and Queensland Health.

29. Higher education incentive

29.1. Eligibility

- (a) The higher education incentive (HEI) acknowledges and recognises Aboriginal and Torres Strait Islander Health Workforce stream employees at HWF2 to HWF7 classifications who obtain additional and/or higher education qualification(s), providing a highly skilled workforce and improved service delivery. The higher education qualification must be relevant to the employee's profession/role type or their current position and is to be additional to all minimum mandatory qualification requirements of their role. The higher education incentive applies in accordance with the table below:

| Classification level | HEI level | Eligible qualification | AQF level |
|----------------------|-----------|---|-----------|
| HWF2 | 1 | Certificate IV | AQF 4 |
| | 2 | Diploma | AQF 5 |
| | 3 | Advanced diploma or associate degree | AQF 6 |
| | 4 | Bachelor degree, post graduate certificate, or post graduate diploma - first | AQF 7/8 |
| | 5 | Bachelor degree(s), post graduate certificate(s), and/or post graduate diploma(s) – second | AQF 7/8 |
| | 6 | Masters | AQF 9 |
| | 7 | PhD | AQF 10 |
| HWF3 | 1 | Certificate IV – second <i>Eligibility is strictly limited to employees at paypoints HWF3.1 to HWF3.5 in accordance with the requirements of clauses 29.2(a) and 29.2(b)</i> | AQF 4 |
| | 2 | Diploma – first <i>Eligibility is strictly limited to employees at paypoints HWF3.1 to HWF3.4 in accordance with the requirements of clauses 29.2(c) and 29.2(d)</i> | AQF 5 |
| | 2 | Diploma - second | AQF 5 |
| | 3 | Advanced diploma or associate degree | AQF 6 |
| | 4 | Bachelor degree, post graduate certificate, or post graduate diploma - first | AQF 7/8 |
| | 5 | Bachelor degree(s), post graduate certificate(s), and/or post graduate diploma(s) – second | AQF 7/8 |
| | 6 | Masters | AQF 9 |
| HWF4 | 7 | PhD | AQF 10 |
| | 2 | Diploma - second | AQF 5 |
| | 3 | Advanced diploma or associate degree | AQF 6 |
| | 4 | Bachelor degree, post graduate certificate, or post graduate diploma - first | AQF 7/8 |

| Classification level | HEI level | Eligible qualification | AQF level |
|----------------------|-----------|--|-----------|
| | 5 | Bachelor degree(s), post graduate certificate(s), and/or post graduate diploma(s) – second | AQF 7/8 |
| | 6 | Masters | AQF 9 |
| | 7 | PhD | AQF 10 |
| HWF5 | 3 | Advanced diploma or associate degree | AQF 6 |
| | 4 | Bachelor degree, post graduate certificate, or post graduate diploma - first | AQF 7/8 |
| | 5 | Bachelor degree(s), post graduate certificate(s), and/or post graduate diploma(s) – second | AQF 7/8 |
| | 6 | Masters | AQF 9 |
| | 7 | PhD | AQF 10 |
| HWF6 | 4 | Bachelor degree, post graduate certificate, or post graduate diploma - first | AQF 7/8 |
| | 5 | Bachelor degree(s), post graduate certificate(s), and/or post graduate diploma(s) – second | AQF 7/8 |
| | 6 | Masters | AQF 9 |
| | 7 | PhD | AQF 10 |
| HWF7 | 5 | Bachelor degree(s), post graduate certificate(s), and/or post graduate diploma(s) – second | AQF 7/8 |
| | 6 | Masters | AQF 9 |
| | 7 | PhD | AQF 10 |

- (b) The higher education incentive does not apply to employees appointed under the no qualification arrangements in accordance with clause 37.5 and Schedule 8.
- (c) The term ‘second’ qualification has been used to confirm circumstances where the employee holds at least two of that particular qualification to be eligible. To clarify, the term ‘second’ does not relate to the order in which the qualifications are completed.
- (d) A nested Graduate Certificate and Graduate Diploma from the same course are counted as one qualification for the purposes of the higher education incentive, and attract a Level 4 higher education incentive only.

29.2. Special arrangements applying to the HWF3 classification

- (a) Limited to HWF3 employees who hold an eligible second Certificate IV qualification, paypoint HWF3.5 is the maximum paypoint eligible for payment of the Certificate IV higher education incentive allowance, and only where the employee does not yet hold the approved Diploma or higher qualification that provides eligibility to increment to paypoint HWF3.6 in accordance with clause 41.3(b).
- (b) For a HWF3.5 employee in receipt of a higher education incentive allowance for a second Certificate IV in accordance with clause 29.2(a) eligibility for payment of the higher education allowance for a second Certificate IV qualification ceases when an approved Diploma or higher qualification is obtained to satisfy clause 41.3(b), and increment progression to paypoint HWF3.6 occurs.
- (c) Limited to employees at paypoints HWF3.1 to HWF3.4, advancement of one increment may occur where:
 - (i) After appointment to the HWF3 level, the Diploma or higher qualification that provides eligibility to access paypoint HWF3.6 in accordance with clause 41.3(b) is obtained, and
 - (ii) The employee has not already been advanced one paypoint for an eligible qualification under the higher education incentive.
- (d) Where an employee commences at the HWF3 classification holding an approved Diploma, that Diploma or higher qualification will not be recognised as an eligible qualification for the higher

education incentive.

29.3. Phase 2 implementation arrangements

- (a) The Aboriginal and Torres Strait Islander Health Workforce higher education incentive is effective from 1 May 2023.
- (b) The Aboriginal and Torres Strait Islander Health Workforce Consultative Group will develop a HR policy for the Higher Education incentive, which will include the qualifications and equivalent credentials that are relevant for the purposes of clause 29.1.
- (c) For the purpose of the centrally conducted Phase 2 implementation activity, the following will apply for current employees holding an eligible qualification in accordance with clause 29.1, that has been approved by the delegate as relevant to their role/profession:
 - (i) Where the employee is not yet at the maximum paypoint in the HWF classification, immediate advancement of one paypoint (maintaining the employee's increment date); or
 - (ii) Where the employee is at the maximum paypoint in the HWF classification, commencement of the applicable higher education incentive allowance.
 - (iii) For the purposes of the higher education incentive, the maximum paypoint in a classification is defined in clause 29.6(b).

29.4. Application process following the Phase 2 implementation

Employees must make application for accelerated paypoint advancement or the higher education allowance in accordance with the applicable payroll form. Applications must be completed even where an employee has provided a qualification as part of a recruitment process.

29.5. Employee commencement date following the Phase 2 implementation

- (a) Accelerated paypoint advancement, or the payment of the applicable higher education incentive allowance, will apply from:
 - (i) the date an employee commences in the position; or
 - (ii) the date the qualification is obtained,whichever is the later.
- (b) The process will require:
 - (i) the employer accepting that the qualification is relevant to the employee's position; and
 - (ii) the employee making an application to obtain the entitlement and providing evidence of the qualification, within three months of either commencing in the position or receiving the qualification.
- (c) Where an employee does not make an application within three months of commencing in a position or obtaining a qualification, the date of the commencement of this entitlement will be the date the application is submitted to their line manager.
- (d) Where an employee moves to another eligible Aboriginal and Torres Strait Islander Health Workforce stream position, subject to eligibility, the accelerated paypoint advancement or the payment of higher education incentive allowances continues to apply unless it is determined to not be relevant to the new position and the employee is advised of this in writing.

29.6. Accelerated paypoint advancement

- (a) An employee who obtains an eligible qualification for this incentive, and who is not at the maximum paypoint of their classification, will be advanced by one paypoint from a date in accordance with clauses 29.5(a) to 29.5(c) above, but will retain their existing increment date.

- (b) The 'maximum paypoint of a classification' for the purpose of the higher education incentive means:
- (i) The highest paypoint of a classification level.
 - (ii) HWF3.7, for a HWF3 employee not eligible to access paypoint HWF3.8 in accordance with clause 38.
 - (iii) HWF3.5, limited to a HWF3 employee who holds an eligible second Certificate IV qualification, but not a approved Diploma or higher qualification that provides eligibility to increment to paypoint HWF3.6 in accordance with clause 41.3(b).

29.7. Higher education incentive allowance

- (a) The applicable higher education incentive allowance is a prescribed percentage of the HWF3.7 paypoint, in accordance with the below table:

| HEI level | Rate of HWF3.7 |
|-----------|----------------|
| 1 | 1% |
| 2 | 2% |
| 3 | 3% |
| 4 | 5% |
| 5 | 6% |
| 6 | 8% |
| 7 | 10% |

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

29.8. When the higher education incentive allowance is payable

(a) Employees at the maximum paypoint

- (i) An employee who qualifies for an allowance in accordance with clause 29 and who is at the maximum paypoint of their classification is entitled to receive the relevant allowance from the date in accordance with clauses 29.5(a) to 29.5(c) above.
- (ii) There is no requirement for such employee to be at the maximum paypoint of their classification for 12 months before receiving the allowance.

(b) Employees at the second last paypoint

Where an employee is on the second last paypoint at the time of receiving the accelerated advancement in paypoint, in accordance with clauses 29.5(a) to 29.5(c) above, which would place them on the maximum paypoint, the relevant allowance is payable from their next increment date and not upon completion of 12 months service at the maximum paypoint.

(c) Employees not at the second last or maximum payment

An employee who qualifies for an allowance under clause 29 and who is not at the second last or the maximum paypoint of their classification is entitled to the relevant allowance upon the completion of 12 months at the maximum paypoint.

29.9. Entitlement upon higher duties

- (a) When an employee who is in receipt of the higher education incentive incremental advancement or the allowance subsequently undertakes higher duties, and the qualification remains eligible for the incentive at the higher classification level in accordance with clause 29.1, the employee becomes eligible for the incremental advancement (one paypoint) 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) An employee who is in receipt of the higher education incentive incremental advancement or the allowance subsequently undertakes higher duties, and the qualification remains eligible for the incentive at the higher classification level in accordance with clause 29.1, the employee becomes eligible to access the higher education incentive allowance once they have satisfied clause 29.8 for the higher classification level.
- (c) Employees 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 a level for which the qualification does not provide eligibility in accordance with clause 29.1. These employees resume receiving the higher education incentive when they revert to their position at the eligible lower classification level.

29.10. Entitlement upon promotion

- (a) When an employee who is in receipt of the higher education incentive is subsequently promoted to a higher classification level, and the qualification provides eligibility for the incentive at the higher classification in accordance with clause 29.1, they become eligible to be advanced one increment level, on condition the qualification remains relevant to the higher level position.
- (b) The employee becomes eligible to access the higher education incentive allowance once they have satisfied clause 29.8 for the higher classification level.
- (c) Employees are not entitled to the higher education incentive when promoted to positions for which their qualification(s) are not eligible for the incentive, as prescribed at clause 29.1.

29.11. Entitlement on higher duties or promotion where allowance exceeds eligible commencing paypoint

An employee in receipt of a higher education incentive allowance, who relieves or is promoted to a position at a higher classification within the Aboriginal and Torres Strait Islander Health Workforce stream, will be placed on the paypoint within the higher classification which ensures the employee's current rate of pay is not reduced (including the relevant qualification allowance received at the lower classification level but excluding penalty rates).

29.12. Entitlement where more than one eligible qualification

- (a) An employee who has advanced one paypoint within a classification level under the above provisions is not eligible for any further advancement. This applies to all classification levels, HWF3, inclusive of the special arrangements for HWF3 at clause 29.2.

Example: If a HWF3 employee receives a paypoint advancement for a second Certificate IV, or the Diploma that enables access to paypoints HWF3.6 and above, no further paypoint advancements may occur if the employee obtains additional qualifications, such as a second Diploma or Bachelor degree, while remaining classified at HWF3.

- (b) An employee who holds one eligible qualification, and subsequently obtains a further eligible qualification that attracts a higher value allowance in accordance with clause 29, on application will be eligible for recognition of the applicable higher value allowance in lieu of the lower value higher education incentive allowance, thus changing the employee's entitlement from the lower to the higher rate of the allowance.
- (c) Only one higher education incentive allowance is to be paid at any one time.

29.13. Qualification no longer relevant

When an employee'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 employee of such situation in writing.

30. Prison allowance

- 30.1. 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.
- 30.2. The allowance to be paid per day while so employed is \$4.94 and shall be adjusted in the same manner as those allowances specified at clause 13.10(a) of the *Hospital and Health Services General Employees (Queensland Health) Award – State 2015*.
- 30.3. This clause will not apply to employees in receipt of the allowances provided under the *HR Policy C29 Mental Health Allowance* or *HR Policy C30 Environmental Allowance – High Secure Unit, Secure Mental Health Rehabilitation Unit and Mental Health Intensive Care Unit*.
- 30.4. 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 4 – Classification structure

31. Classification stream

- 31.1. Employees covered by this Agreement are classified in the Aboriginal and Torres Strait Islander Health Workforce stream, which comprises those employees who are identified in clause 4.2 of this Agreement.
- 31.2. The table at clause 31.6 below outlines the minimum mandatory Australian Qualification Framework (AQF) qualification requirements applying to classification levels within the Aboriginal and Torres Strait Islander Health Workforce stream.
- 31.3. The specific qualification(s) and/or registration requirements vary by individual profession/role type in accordance with the minimum AQF requirements of the classification level, and may include requirements to complete specified units of competency or skill sets for certain roles. The approved mandatory qualifications for the Aboriginal and Torres Strait Islander Health Workforce stream will be published to the Queensland Health intranet site.
- 31.4. Hospital and Health Services and Divisions must comply with all approved mandatory qualification and/or registration requirements applicable to roles classified under the Aboriginal and Torres Strait Islander Health Workforce stream. Except where expressly permitted for a particular role, a Hospital and Health

Service/Division may not determine equivalence of a mandated qualification.

- 31.5. For roles classified at HWF3 and above, a discretionary recruitment arrangement to enable the appointment of suitable applicants without the required mandatory qualification(s) is provided at clause 37.5 and Schedule 8.

31.6.

| Classification | Minimum mandatory qualification requirement |
|----------------|--|
| HWF1 | Enrolled in an approved Certificate III (AQF level 3), Certificate IV (AQF level 4) or Diploma (AQF level 5) qualification, and continuing to meet all course requirements. |
| HWF2 | An approved Certificate III (AQF level 3) or higher qualification. |
| HWF3 | An approved Certificate IV (AQF level 4) qualification provides access up to and including paypoint HWF3.5 only. An approved Diploma (AQF level 5) or higher qualification provides access to all paypoints up to HWF3.7, including HWF3.8 where the requirements of clause 38 have been met. |
| HWF4 to HWF6 | An approved Diploma (AQF level 5) or higher qualification. |
| HWF7 to HWF9 | An approved tertiary degree (AQF level 7) or higher qualification. |

- 31.7. Classifications HWF7 and above are limited to Aboriginal and Torres Strait Islander Health Practitioner and Executive Director of Aboriginal and Torres Strait Islander Health roles. The creation of roles at the HWF7 and above classifications is subject to the approval of the Director-General or authorised delegate and an approved job evaluation.

32. Phased approach to implementation of classification stream

- 32.1. The Aboriginal and Torres Strait Islander Health Workforce stream is being implemented in four phases:

- (a) **Phase 1:** The arrangements contained at clauses 19 and 20 of the *Aboriginal and Torres Strait Islander Health Workforce (Queensland Health) Certified Agreement (No. 1) 2019* (EB1). The interim Aboriginal and Torres Strait Islander Health Workforce (HW) classification stream commenced with effect from 1 September 2019.
- (b) **Phase 2:** Employees classified in the interim Aboriginal and Torres Strait Islander Health Workforce (HW) stream, interim EB1 Administration Officer (AO) stream, and eligible District Senior Officer and Health Executive Service employees, translated to the finalised Aboriginal and Torres Strait Islander Health Workforce (HWF) stream with effect from 1 May 2023. The process for the Phase 2 translation is set out in Schedules 4 and 5. Wage increases resulting from Phase 2 translations were back-dated to 1 May 2023 for eligible employees.
- (c) **Phase 3:** A process will be developed and conducted to confirm all roles covered by the Agreement are correctly classified under the new classification arrangements in accordance with the interim generic level statements. Schedule 6 contains the process for HWF2 employees. This process for HWF3 and above roles must be supported by evidence. The process will not be a personal evaluation or progression process. Should the Phase 3 process result in reclassification of a position, the substantively appointed incumbent will be directly appointed to the reclassified position. Wage increases for positions reclassified as a result of Phase 3 will be back-dated to 1 May 2023 for eligible employees.

An employee will not be reclassified to a lower classification level as part of the Phase 3 process.

- (d) **Phase 4 (ongoing):** The process for ongoing job evaluations is contained at clause 34, and will commence after the completion of Phase 3.

33. Remaining work to finalise the classification stream

- 33.1. Queensland Health will establish a centralised job evaluation function and process for the evaluation of all Aboriginal and Torres Strait Islander Health Workforce stream positions. This function and process will be established as part of the implementation of the classification stream.

- 33.2. The parties agree the JEMS evaluation methodology and process does not apply to the Aboriginal and Torres Strait Islander Health Workforce stream, however will continue to be used in an adapted form until the new evaluation arrangements are commenced.
- 33.3. To enable the commencement of the Phase 3 process at clause 32.1(c), the parties will agree on a timetable of work to ensure the below items are finalised as a priority:
- (a) Mandatory qualifications and/or registration requirements and their publication;
 - (b) Interim generic level statements;
 - (c) If deemed required, model role descriptions;
 - (d) Job evaluation methodology, including a Job Evaluation Manual;
 - (e) Mandatory naming conventions; and
 - (f) Development of Phase 3 job evaluation process.
- 33.4. During Phase 3, changes to the interim generic level statements will be subject to agreement between the parties. At the conclusion of Phase 3, the parties agree to undertake a joint review to finalise the generic level statements for incorporation within the applicable industrial instrument.
- 33.5. The parties will finalise the ongoing job evaluation process (Phase 4) through the development of a new HR policy in accordance with clause 77.1(b)(i). The parties agree this HR policy will be a preserved HR policy in accordance with Schedule 3 of this Agreement.

34. Ongoing job evaluation process (Phase 4)

34.1. Implementation

- (a) Following the completion of Phase 3, job evaluations will commence in accordance with the process outlined in clause 34.

34.2. Job evaluation

- (a) Classification levels will be determined in accordance with the HR policy, using the generic level statements, and the Aboriginal and Torres Strait Islander Health Workforce evaluation methodology. Evaluations will also occur in accordance with the Job Evaluation Manual when developed. Changes to the generic level statements, manual and methodology will be by agreement of the parties.
- (b) The Aboriginal and Torres Strait Islander Health Workforce stream evaluation process will apply where:
 - (i) a new position is created; or
 - (ii) if there is a substantial change in the role and the work value of an existing position which warrants a job evaluation.
- (c) Applications for evaluations may be made by an Aboriginal and Torres Strait Islander Health Workforce stream employee or work unit.
- (d) Applications for evaluations must be made to the responsible officer as determined by the employer and must include the following details:
 - (i) the relationship of the Aboriginal and Torres Strait Islander Health Workforce stream position within the organisational structure; and
 - (ii) the role description, or proposed role description, with details of additional duties and responsibilities if applicable.

34.3. Evaluation of roles

- (a) The HR policy will contain the process to be followed for the evaluation of Aboriginal and Torres Strait Islander Health Workforce stream roles.
- (b) In accordance with the HR policy, the appointed Aboriginal and Torres Strait Islander Health Workforce stream job evaluators will:
 - (i) consider the application;
 - (ii) conduct an evaluation using the Aboriginal and Torres Strait Islander Health Workforce stream Job Evaluation Manual and generic level statements;
 - (iii) make a recommendation of the appropriate classification level for that position;
 - (iv) report the recommended classification level for Aboriginal and Torres Strait Islander Health Workforce stream positions to the incumbent (where applicable), and line manager.
- (c) For level HWF7 to level HWF9, the Health Service Chief Executive (or delegate) will also be informed of the outcome.
- (d) Roles evaluated at the HWF9 level must be approved by the Director-General or authorised delegate. HWF9 paypoints are not incremental. Only the Director-General or authorised delegate may approve a paypoint above HWF9.1 prior to the role being advertised.

34.4. Implementation of classification level

- (a) The employer will implement the approved Aboriginal and Torres Strait Islander Health Workforce stream classification levels.
- (b) 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.
- (c) Appointment of existing Aboriginal and Torres Strait Islander Health Workforce stream employees to reclassified positions may include direct appointment in accordance with *HR Policy B1 Recruitment and Selection*.
- (d) Disputes will be managed in accordance with the dispute resolution process at clause 12.

35. Allocation to stream and classification levels

- 35.1. Allocation of positions to the Aboriginal and Torres Strait Islander Health Workforce stream shall be in accordance with clause 4.2(a).
- 35.2. Notwithstanding anything contained elsewhere in this Agreement, prior to engagement, or in accordance with the process at clause 36 for eligible employees, an applicant who is employed in a position may, at the discretion of the relevant employer, be offered and employed at any eligible paypoint within a level based on recognition of skills, knowledge and abilities.
- 35.3. The employer has the discretion to consider the following in assessing the knowledge, skills and abilities of an applicant in accordance with clause 35.2:
 - (a) Where applicable, relevant skills, knowledge and abilities acquired in unpaid work and/or career breaks (for example, family caring, volunteer work or supporting community); and
 - (b) Aboriginal and/or Torres Strait Islander knowledge and cultural skills.

36. Review of commencing paypoint in specified circumstances

- 36.1. Employees eligible to make an application for a review of their commencing paypoint are:
 - (a) Employees appointed to the minimum eligible paypoint for their classification; and
 - (b) Employees appointed under the clause 37.5 and Schedule 8 no qualification arrangement, following completion of all required qualification(s) for their role.

- 36.2. Casual employees, Aboriginal and Torres Strait Islander Hospital Liaison Officers who have applied under the process in Schedule 7 or employees classified at HWF9 are not eligible to apply.
- 36.3. Within three months of commencement in an Aboriginal and Torres Strait Islander Health Workforce stream role, or on completion of all required qualifications for employees appointed under the no qualification arrangements of this Agreement, an eligible employee may make a written request for a higher commencing paypoint based on recognition of their skills, knowledge and abilities.
- 36.4. The employer must provide written notification of this process to eligible employees, preferably within their letter of offer, no later than one month from commencing in the role.
- 36.5. Applications are to be made in writing, with a maximum of two-page letter outlining the employee's claim for a higher commencing paypoint than the minimum. The employee's resume, copies of relevant qualifications, and other appropriate evidence in support of the claim, are to be attached. The details of the employee's current supervisor, and two referees must be included.
- 36.6. Applications will be assessed by a panel comprised of at least two members, with a minimum of one panel member who is external to the work area. At least one panel member must be employed under the Aboriginal and Torres Strait Islander Health Workforce stream.
- 36.7. The assessment process must be fair and transparent, and consider how the applicant can take part in a way that is flexible, unbiased, culturally safe, inclusive and accessible. This may not be identical for every applicant. The panel may request an interview with the applicant to discuss their application further.
- 36.8. The panel's recommendation of the commencing paypoint to the delegate is to be based on the following:
- (a) Relevant previous experience in equivalent or higher level roles, including time spent in obtaining additional relevant qualifications above the minimum mandatory requirement(s) for the role, and
 - (b) The skills, knowledge and abilities of the employee, including:
 - (i) Where applicable, those acquired in unpaid work and/or career breaks (for example, family caring, volunteer work or supporting community); and
 - (ii) Aboriginal and/or Torres Strait Islander knowledge and cultural skills.
- 36.9. The panel may contact the line manager or nominated referees, and/or request additional documentation to evidence the employee's claims in support of a higher paypoint. In cases where documentary evidence is unable to be obtained, consideration may be given in special circumstances to the production of other evidence that is considered satisfactory to the employer.
- 36.10. Following approval by the delegate, the employee will be advised in writing of the outcome of their application.
- 36.11. Applicants must be advised that they can request feedback from a panel member. Factual, constructive and sensitive feedback must be provided in a timely manner to any applicant who seeks feedback.

37. Employment at classification levels

- 37.1. Employment at a classification level will be based on employment of the eligible applicant best suited to the advertised vacant position.
- 37.2. The following entry levels for Aboriginal and Torres Strait Islander Health Workforce stream positions will apply as a **minimum**:
- (a) An employee employed in a HWF2 classified position holding an approved Certificate III (AQF level 3) qualification will commence at no less than level HWF2.1;
 - (b) Excepting Aboriginal and Torres Strait Islander Health Practitioner roles, an employee employed in a HWF3 classified position holding an approved Certificate IV (AQF level 4) qualification will commence at no less than level HWF3.1;

- (c) Excepting Aboriginal and Torres Strait Islander Health Practitioner roles, an employee employed in a HWF3 classified position holding an approved Diploma (AQF level 5) or higher qualification will commence at no less than level HWF3.2;
 - (d) An employee employed in a HWF3 classified Aboriginal and Torres Strait Islander Health Practitioner position holding an approved Certificate IV (AQF level 4) qualification will commence at no less than level HWF3.2;
 - (e) An employee employed in a HWF3 classified Aboriginal and Torres Strait Islander Health Practitioner position holding an approved Diploma (AQF level 5) or higher qualification will commence at no less than level HWF3.3.
- 37.3. An employee 21 years of age or over employed in the HWF1 classification level must be paid at no less than the HWF1.3 paypoint.
- 37.4. The process for the commencement of HWF3 Aboriginal and Torres Strait Islander Hospital Liaison Officers at paypoint HWF3.5 based on recognition of cultural knowledge and expertise is contained at Schedule 7.
- 37.5. For roles classified at HWF3 and above, a suitable employee who does not hold the mandatory qualification(s) required for the role may at the discretion of the delegate be employed at the applicable 'no qualification' paypoint of that classification level, until such time as the qualification(s) are completed, in accordance with the prescribed arrangements at Schedule 8.
- 37.6. Employment at the HWF9 classification will be in accordance with the following:
- (a) All employment at the HWF9 classification level will be by advertisement and suitability selection processes. The Director-General will determine the salary level for HWF9 positions having regard for the context of the position and the responsibilities required.
 - (b) Movements between all paypoints of the HWF9 level are not incremental. However, the Director-General may, upon application, review an employee's paypoint to take into account changed circumstances, responsibilities and/or duties of the position.

Note: Where a directive about recognition of previous service and employment covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.

38. HWF3.8 transitionary paypoint - limitations on progression

- 38.1. The HWF3.8 paypoint will only be available to employees employed under the *Aboriginal and Torres Strait Islander Health Workforce (Queensland Health) Certified Agreement (No. 1) 2019* as at 31 October 2023, the date of approval of *Health Employment Directive 04/23 Aboriginal and Torres Strait Islander Health Workforce Classification Structure and Entitlements* in accordance with the requirements of clause 41 of this Agreement.

39. Movement between classification levels - general

- 39.1. Except as provided at clause 39.3 below, movement between classification levels will be based on employment on suitability to advertised vacancies.
- 39.2. Subject to clause 35.2, an existing employee promoted to a position at a higher classification level shall be employed at paypoint 1 of the higher classification level.
- 39.3. **HWF2 to HWF3 progression**
- (a) Movement of employees from classification level HWF2 to HWF3 will be subject to:
 - (i) the employee having served at least 12 months on the maximum salary prescribed for a HWF2 employee; and
 - (ii) the employee having completed an approved Certificate IV or higher qualification required for the HWF3 classified role of their profession/role type; and

(iii) a recommendation from a selection panel that the applicant is suitable for promotion. The suitability of the applicant is to be evaluated in relation to the prescribed criteria through:

- (A) an assessment of a written application from the applicant; and
- (B) an interview of the applicant; and
- (C) a certificate addressing the prescribed criteria, from the director of the division or service in which the employee is working or a senior employee knowledgeable in the employee's capabilities, that the employee is suitable for promotion based on assessment of the employee.

40. Movement between classification levels - HWF1 to HWF2, and HWF3 to HWF4

40.1. An employee who moves between classification levels HWF1 and HWF2, or HWF3 and HWF4, will be employed at a paypoint in the higher classification level that is the next highest to that which the employee was paid under the lower classification level.

41. Movement within classification levels - increments

41.1. This clause operates to the exclusion of clause 12.9 of the *Hospital and Health Service General Employees (Queensland Health) Award – State 2015*.

41.2. Movement within classification levels is based on meeting the following requirements:

- (a) Except in the case of an employee who is paid the prescribed base salary on attaining the age of 21 years or in the case of a promotion, or transfer and promotion from one classification level to another, an increase is not to be made to the salary of any employee until:
 - (i) in the case of a full-time or a part-time employee, the employee has received a salary at a particular classification and paypoint for a period of 12 months;
 - (ii) in the case of a casual employee with 12 months' continuous service with the same employer:
 - (A) the employee has received a salary at a particular classification and paypoint for a period of at least 12 months; and
 - (B) the employee has worked 1,200 ordinary hours in such classification.

For the purpose of clause 41.2(a)(ii), **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.

41.3. Notwithstanding anything contained elsewhere in this Agreement or the Award, an employee is not entitled to move to the next salary increment level by virtue of the Agreement or the Award unless:

- (a) in the case of employees in classification level HWF1, the conduct, diligence and efficiency of the employee has been certified by the employer to have been and to be satisfactory;
- (b) in the case of employees in classification level HWF3, there will be no progression to paypoint HWF3.6 until an approved Diploma (or higher qualification) has been completed;
- (c) in the case of employees employed under the no qualification arrangements in accordance with the recruitment arrangement at clause 37.5 and Schedule 8, all required mandatory qualification(s) for the role have been completed;
- (d) in the case of employees in all other classification levels, performance objectives have been achieved as certified by the employer.

42. Performance of higher duties

42.1. This clause operates to the exclusion of clause 12.10 of the *Hospital and Health Service General Employees (Queensland Health) Award – State 2015*.

42.2. An employee directed to temporarily fill a position for more than three consecutive working days at a higher classification level within the Aboriginal and Torres Strait Islander Health Workforce stream shall be paid extra remuneration at:

- (a) For HWF3 to HWF8 positions, the first paypoint of the classification level of the position being temporarily filled, where they hold the required mandatory qualifications for the position, or
- (b) For HWF9 positions, the approved paypoint of the position, or
- (c) The no qualification paypoint of the classification level of the position being temporarily filled, where they do not hold required mandatory qualifications for the position.

42.3.

- (a) Where a relieving employee meets their performance objectives attached to the higher level, and they hold the required mandatory qualifications for the position, the employee is entitled to move to the next paypoint within the higher classification level until either the period of temporary relief ceases, when reversion to the employee's normal paypoint will occur, **or** another 12 months' performance appraisal and development cycle has been completed.
- (b) In such case, the employee will be entitled to progress through the paypoints within the higher classification level.

43. Employees performing higher duties in HWF4 supervisory roles

43.1. Employees acting in higher duties in respect to supervisory roles classified at HWF4 will be entitled to higher duties if undertaking the role for more than four hours in any one day.

43.2. All parties agree HWF3 and below will not have supervisory responsibilities.

44. Recognition of higher duties service for increment purposes

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

PART 5 – Employment conditions

45. Uniform and laundry allowance

45.1. The parties agree that ordinarily employees not required to wear uniforms will not be entitled to uniform or laundry allowances.

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

46. Access to computers and suitable portable devices

46.1. The employer is committed to ensuring employees are provided with reasonable access to computers, suitable portable devices and/or mobile phones for work related matters.

47. Aboriginal and Torres Strait Islander Health Workforce cultural leave

47.1. Aboriginal and Torres Strait Islander Health Workforce stream employees are entitled to up to 10 days paid (non-cumulative) cultural leave per year (pro rata for part-time employees) which can be accessed to participate in any of the following:

- (a) cultural and ceremonial obligations including but not limited to Aboriginal and/or Torres Strait Islander lore, customs or traditions;
- (b) attending Sorry Business or related purposes; and

- (c) community cultural events including but not limited to, Mabo Day, NAIDOC activities, Reconciliation Week, Coming of the Light and Sorry Day.
- 47.2. Where an employee increases or reduces their contracted hours during the calendar year, their balance will be increased or decreased accordingly, but balances will not be reduced below zero.
- 47.3. Where it is part of an employee's role to attend or participate as outlined at clauses 47.1(a) to (c) as part of their role, the employee will not be required to take leave under this clause.
- 47.4. Aboriginal and Torres Strait Islander Health Workforce cultural leave is in addition to any other leave available to the employee under this Agreement, including bereavement leave, and unpaid cultural leave.
- 47.5. The leave may be taken in a minimum period of one hour. The leave does not accumulate and is not paid out upon cessation of employment.
- 47.6. The leave is credited to an employee on commencement in an Aboriginal and Torres Strait Islander Health Workforce stream role and will be recredited on the 1 January each year. Employees employed under this Agreement at the date of certification, will have their first leave credited as at the date of certification.
- 47.7. Line managers and delegates must ensure all leave applications are handled in a culturally appropriate, prompt, and equitable manner.
- 47.8. When considering an employee's request for leave, the employer must not unreasonably refuse the leave, and must also consider the following factors:
 - (a) the employer's capacity to reorganise work arrangements to accommodate the employee's request;
 - (b) the impact of the employee's absence on the work unit and/or delivery of health services;
 - (c) consideration for reasonable travel time (such as time spent in transit);
 - (d) the particular circumstances of the employee;
 - (e) the impact of a refusal on the employee, including the employee's ability to balance work and family and/or cultural responsibilities.
- 47.9. The employee must give the employer—
 - (a) reasonable notice of the intention to take Aboriginal and Torres Strait Islander Health Workforce cultural leave before taking the leave, in consideration of the circumstances for the leave; and
 - (b) the reason for taking the leave; and
 - (c) the period that the employee estimates the employee will be absent.
- 47.10. An employee may be asked to provide additional information about their application to access Aboriginal and Torres Strait Islander Health Workforce cultural leave, to assist the consideration of the application.
- 47.11. Where the employer does not approve an application, the employer is to provide written reasons for the decision to the employee. Where applicable and appropriate, the employee and employer should discuss alternative arrangements where the request can be accommodated.
- 47.12. When an employee is temporarily seconded working under a different Agreement other than the *Aboriginal and Torres Strait Islander Health Workforce (Queensland Health) Certified Agreement (No. 2) 2023*, they are unable to access the cultural leave entitlement. Such employees will not have access to the paid Aboriginal and Torres Strait Islander Health Workforce cultural leave entitlement pursuant to this Agreement until they return to the Aboriginal and Torres Strait Islander Health Workforce stream as the cultural leave entitlement is unique to this Agreement. If the employee returns in the same calendar year, they will have access to the remaining annual balance available at the time they temporarily left the stream. If the employee returns in a new calendar year, they will receive a new annual balance.

48. Cultural leave - unpaid

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

49. Bereavement leave for Aboriginal and Torres Strait Islander employees

- 49.1. 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 employee's cultural or other significant personal circumstances such as recognising kinship for Aboriginal and Torres Strait Islander employees.

50. Caring responsibility

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

51. Parental leave

- 51.1. 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.
- 51.2. Further parental leave entitlements and conditions are outlined in *HR Policy C26 Parental Leave*.

52. Domestic and family violence

- 52.1. 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.
- 52.2. 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.
- 52.3. 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*.
- 52.4. 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.
- 52.5. The employer will continue to promote its commitment to supporting victims of domestic and family violence via their employee orientation and promote the 'Recognise, Respond, Refer' domestic and family violence online training.
- 52.6. Support for employees affected by domestic and family violence is provided for in the *Public Sector Directive 03/20 Support for Employees Affected by Domestic and Family Violence*.
- 52.7. In accordance with the *Industrial Relations Act 2016* an 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.

- 52.8. 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.

53. Recreation leave - half-pay

- 53.1. 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.
- 53.2. 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.

54. Purchased leave

- 54.1. 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.
- 54.2. 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.

55. Long service leave

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

56. Special leave

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

57. Roster changes

- 57.1. The parties agree employees and their union/s may collectively request a roster change.
- 57.2. Usually such a request is made to address work life balance or fatigue issues but requests need not be limited to such issues.
- 57.3. The employer is committed to working with its employees and their union/s to address any rostering practices or concerns.
- 57.4. The employer will genuinely engage with employees and their union representatives through consultation on addressing the concerns and the design of any proposed new roster. The employer will not unreasonably withhold agreement from the relevant union in relation to such proposed rosters.
- 57.5. Any roster implemented through this process must be mutually agreed between union/s and the employer.
- 57.6. Notwithstanding clauses 57.1 to 57.5, clause 15.2(a) of the *Hospital and Health Service General Employees (Queensland Health) Award – State 2015* shall apply to the parties covered by this Award.

58. Rostering of accrued days off

- 58.1. This clause does not apply to HWF8 and HWF9 classified employees.
- 58.2. Accrued days off (ADO) must not coincide with a public holiday or weekend (Saturday or Sunday) unless requested by the employee and agreed to by the employer. Where this occurs, another day determined by mutual agreement between the employer and employee will be taken in lieu. This day is to be within the same four weekly work cycle where possible.

59. Accrued days off

- 59.1. This clause does not apply to HWF8 and HWF9 classified employees.
- 59.2. The parties agree that as provided by clause 15.1(h) of the *Hospital and Health Service General Employees (Queensland Health) Award – State 2015* there will be 19 days (or shifts) of eight hours' duration worked in any 28 day work cycle, with one day taken off as an accrued day off, unless otherwise mutually agreed between the employer and the majority of employees concerned in a specific work area.
- 59.3. The parties agree that any removal of accrued day off arrangements provided by clause 15.1(g) of the *Hospital and Health Service General Employees (Queensland Health) Award – State 2015*, requires a vote of affected employees.
- 59.4. The parties also agree that any vote to remove accrued days off arrangements shall be limited to permanent employees.
- 59.5. The parties agree that prior to any vote to remove accrued days off arrangements, consultation will occur with the affected employees and the relevant union/s, so that those affected by the change are well informed before any vote is taken.
- 59.6. The parties acknowledge that the arrangements in this clause may be reintroduced with majority agreement in accordance with clause 15.1(g) of the *Hospital and Health Service General Employees (Queensland Health) Award – State 2015*.

60. Afternoon shift penalties for shift workers

- 60.1. 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.

61. No loss of show day

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

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

62. Special public holidays

- 62.1. Where reference is made to Show Day at clause 23 of the *Hospital and Health Services General Employees (Queensland Health) Award – State 2015*, the parties agree that the Show Day will be replaced by the 25 December public holiday.
- 62.2. It is agreed by the parties that the 25 December public holiday is a replacement of the Show Day public holiday on the basis that it is a direct replacement and does not impact on any additional day that is declared a public holiday when Christmas day falls on a weekend.

63. Development through secondment

- 63.1. Wherever possible, an employee after a successful application process will be released to undertake a secondment, including secondment to another Government entity, that will assist to provide employees with experience in other settings or career development.
- 63.2. The decision to agree to second an Aboriginal and Torres Strait Islander Health Workforce stream employee, or to extend a secondment, is at the discretion of the appropriate delegate. When considering a secondment, the relevant manager will take a Queensland Health wide perspective, rather than local, including the recognition of the value of staff mobility and professional development.
- 63.3. A secondment can be refused by the employer only when there are significant operational reasons. Where

a secondment has been refused the employer must provide reasons for the decision in writing.

64. Hours of work for HWF8 and HWF9 employees

- 64.1. The usual hours of work for HWF8 and HWF9 employees is an average of 38 hours per week, 76 hours per fortnight or 152 hours in a four week period. However, to perform the job effectively, HWF8 and HWF9 employees may be required to work additional hours as appropriate.
- 64.2. Hours of work arrangements must consider and seek to manage HWF8 and HWF9 employee's health and well-being.
- 64.3. HWF8 and HWF9 employees may work flexibly. This flexibility includes the option of available time off during the week (for example an afternoon off) or as a more formal accumulated day off arrangement.
- 64.4. HWF8 and HWF9 employees may access flexible work arrangements with the approval of their line manager. Flexible work arrangements may relate to the pattern of work, the place of work and the work arrangements used.
- 64.5. HWF8 and HWF9 employees may be engaged on a part-time work arrangement. An approved part-time work arrangement constitutes the usual hours of HWF8 and HWF9 employees. Part-time HWF8 and HWF9 employees are entitled to the benefits and entitlements of full-time HWF8 and HWF9 employees on a pro-rata basis.

65. Part-time employment for HWF8 to HWF9 employees

- 65.1. For HWF8 to HWF9 employees, a part-time employee is an employee who:
 - (a) is engaged to work a regular number of ordinary hours per fortnight which are less than the ordinary hours worked by an equivalent full-time employee; and
 - (b) receives, on a pro rata basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.

66. Public holiday arrangements for HWF8 and HWF9 employees

- 66.1. A HWF8 and HWF9 employee receives an ordinary rate of pay inclusive of public holidays. Such employees will only be required to work on a public holiday in emergency situations and by mutual agreement.

67. Executive motor vehicle allowance for HWF9 Executive Director of Aboriginal and Torres Strait Islander Health roles

- 67.1. Executive Directors of Aboriginal and Torres Strait Islander Health classified at HWF9 are entitled to an executive motor vehicle allowance. The annual executive motor vehicle allowance will be paid in fortnightly instalments through the payroll system. Part-time Executive Directors of Aboriginal and Torres Strait Islander Health will receive a pro- rata amount of the full-time rate.
- 67.2. The entitlement for full-time HWF9 Executive Directors of Aboriginal and Torres Strait Islander Health is equivalent to the SES level 2 entitlement set by the Public Sector Commission Chief Executive. The set value of the vehicle entitlement at the SES level 2 as determined (and amended from time to time) by the Public Sector Commission Chief Executive and is applied to HWF9 Executive Directors of Aboriginal and Torres Strait Islander Health.
- 67.3. The motor vehicle allowance provided at clause 13.6 of the *Hospital and Health Service General Employees (Queensland Health) Award – State 2015* is not payable to any employee in receipt of this executive motor vehicle allowance.
- 67.4. The executive motor vehicle fortnightly allowance is to be paid on periods of paid leave. If leave is taken at half pay, the allowance shall be paid at half pay. Where leave without pay is taken, the allowance is not payable for the duration of the unpaid leave period.
- 67.5. *HR Policy C24 Motor Vehicle Allowance – Senior Medical Officers and Executive Directors of Nursing*

will be amended to reflect this entitlement.

PART 6 – Professional development, education and training

68. Professional development and training

- 68.1. The parties are committed to professional development and training opportunities for employees of this Agreement.
- 68.2. The parties acknowledge that applicable employees should receive recognition and credit for their knowledge and skills through the recognition of current competencies (RCC) or the recognition of prior learning (RPL). This assessment of competencies may include skills from:
- (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).

69. Professional development allowance

69.1. HWF2 and above - Category A, B and C employees

- (a) Subject to clause 69.2(c), a permanent HWF2 and above classified employee, or a HWF2 and above fixed term temporary employee with greater than 12 months' continuous service, and working 15.2 hours or more a fortnight, is entitled to be paid the professional development allowance prescribed in Schedule 2 on a pro rata basis in accordance with the categories of Hospital and Health Service localities and facilities recorded in Schedule 10.
- (b) The allowance is payable in respect of periods of paid leave, but is not payable for any other purpose of the Award (such as calculation of overtime, penalty payments, superannuation etc.).
- (c) The allowance shall be paid directly to employees on a fortnightly basis via the payroll system.
- (d) The allowance is paid out on termination from employment, including resignation and retirement, on a pro-rata basis. The rate for calculating payment of the allowance upon termination will be the rate applicable as at date of termination.

69.2. HWF2 and above – RIS employees

- (a) In lieu of the allowance at clause 69.1(a) a permanent HWF2 and above Category D employee, or a HWF2 and above Category D fixed term temporary employee with greater than 12 months' continuous service, and working 15.2 hours or more a fortnight, is entitled to travel as required, and enrolment and conference costs for approved courses and conferences.
- (b) Part-time employees are entitled to the same provisions for professional development as full-time employees on a pro rata basis.
- (c) Without limiting this provision, if a Category D employee does not receive a financial benefit under clause 69.2(a) equivalent to the Category B annual rate, as calculated with reference to the rates contained within Schedule 2, prior to the last pay period of September each year, the employer is to pay the difference between any amount received by the employee and the Category B annual rate.
- (d) This payment will be made in the last pay period of September each year. This will ensure the RIS employee is not overall disadvantaged with respect to any RIS professional development entitlement and the professional development allowance available to other employees.
- (e) For the purpose of calculating the allowance, employees engaged after 30 September in any calendar year will receive a pro rata entitlement for the period from the date of engagement to the last pay period of the following September.

- (f) The Category D allowance is paid out on termination from employment, including resignation and retirement, on a pro-rata basis.

70. Professional development leave

70.1. HWF2 and above – Category A, B and C employees

- (a) Subject to clause 70.2, a permanent HWF2 and above classified employee, or a HWF2 and above fixed term temporary employee with greater than six months' continuous service, working 15.2 hours or more per fortnight, may be granted three days paid leave, pro rata for part time, to attend approved professional development activities relevant to the role/profession which may include:
 - (i) study support;
 - (ii) short courses; and
 - (iii) professional association events.
- (b) The leave will be paid at single time.
- (c) Where a fixed term temporary employee meets the requirements of clause 70.1(a), the employer will meet reasonable professional development activity costs until such time as eligibility for the professional development allowance is satisfied in accordance with clause 69.1(a).
- (d) In order to allow employees to use their leave entitlements from the date of commencement, employees are allowed to have a negative balance of no more than 24 hours (or a projection of 12 hours for a part-time employee).
- (e) Professional development leave may be accumulated for two years.
- (f) Any component of the leave entitlement not accessed after two years will be waived. The leave is not paid out on termination from employment, including resignation and retirement.
- (g) All reasonable travel time associated with accessing professional development leave is paid work time. Employees will not be disadvantaged by the requirement to travel to attend professional development. Travel to attend professional development will be paid at the ordinary rate for the day or days of travel.
- (h) Paid professional development leave is an entitlement over and above all current entitlements, assistance or obligations. That is, this leave will not be used as a substitute for mandatory training, maintenance of ongoing professional skills necessary for an employee to perform the normal duties and functions of their position or other training required by the employer.
- (i) Professional development leave is not a substitute for the assistance provided by the Education Scheme in Schedule 9, or the Study and Research Assistance Scheme (SARAS).
- (j) 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.

70.2. HWF2 and above - RIS employees

- (a) In lieu of the entitlement in clause 70.1, a permanent HWF2 and above Category D employee, or a HWF2 and above Category D fixed term temporary employee with greater than six months' continuous service, working 15.2 hours or more per fortnight, is entitled to a minimum of two weeks of paid leave per year to attend, and travel to and from, approved professional development activities.
- (b) A part-time RIS employee is entitled to the same period of leave as a full-time employee. Leave will be paid on the basis of the employee's ordinary hours of work.
- (c) Leave is to be taken at a time mutually agreed between the RIS employee and the employer.

- (d) Professional development leave may be taken prior to the completion of each 12 months' service.
- (e) Leave does not accumulate from year to year and must be taken within each 12 month period.
- (f) In special circumstances the Director-General, a Hospital and Health Service Chief Executive, or their delegate, may allow accumulation up to a maximum of two years' entitlement.
- (g) Leave is not paid out on termination from employment, including resignation, retirement or transfer out of a remote area.
- (h) When possible, attendance at courses or seminars organised within Queensland Health is to be encouraged as these are generally recognised as being more cost effective than commercial events.

70.3. Accessing professional development leave

- (a) Queensland Health and unions recognise the importance of professional development leave in supporting the participation of employees in professional development and encourage employees to use their entitlement.
- (b) As part of the education package at this Agreement employees will be provided with education on taking professional development leave, and adequately recording activities that qualify for continuing professional development points, where required for registration and/or professional association purposes. Education will also be provided to line managers on the purpose of professional development leave and when it should be approved.
- (c) The employer will provide quarterly reports to the Aboriginal and Torres Strait Islander Health Workforce Consultative Group providing details of the uptake of professional development leave pursuant to clause 70 of this Agreement by employees. Reporting will be by classification.

71. Continuity of service for professional development allowance and leave

- 71.1. For the purpose of eligibility for the professional development allowance and professional development leave provided under this Agreement, service is not broken so long as there is no period of more than three months between permanent or temporary engagement including where an employee is:
- (a) on a period of casual employment; or
 - (b) is not employed by Queensland Health.
- 71.2. Continuous service is not broken in circumstances where an employee moves between streams or takes on a period of temporary employment within any stream.
- 71.3. When an employee moves temporarily to a classification stream other than the Aboriginal and Torres Strait Islander Health Workforce stream, their professional development leave entitlement will be held in reserve for a two year period. Such employees will not accrue nor have access to professional development leave entitlement pursuant to this Agreement until they return to the Aboriginal and Torres Strait Islander Health Workforce stream.

72. Mandatory training

- 72.1. For the purposes of this Agreement mandatory training means:
- (a) Compulsory training required to be delivered to all employees regardless of role or location. The training is mandated by relevant legislation, code of practice or regulation linked to legislation, directives, Queensland Health policies or Service Level Agreements; and
 - (b) Training deemed compulsory for specific groups of employees when relevant to their location, occupation, speciality requirements of their position or work unit or when based upon risk assessment processes.
- 72.2. Mandatory training is to be completed by employees during ordinary rostered hours. Employees will not be required to undertake mandatory training in unpaid time or use professional development leave to undertake mandatory training.

73. Student education allowance

- 73.1. A student education allowance in accordance with Schedule 2 (up to a maximum of 10 days allowance per fortnight) will be paid to employees who are designated to provide education of undergraduate or graduate entry student(s).
- 73.2. Only one employee can receive the student education allowance for providing education for any one student each day. This employee would be the designated educator for that day in accordance with clause 73.1.
- 73.3. Employees who are employed as Educators, or who provide education for students who are employees of the employer are not eligible for the student education allowance.

PART 7 – Continuing Aboriginal and Torres Strait Islander Health Workforce enhancement

74. Cultural supervision

- 74.1. The employer recognises the importance of cultural supervision that contributes to improving the health, well-being and retention of the Aboriginal and Torres Strait Islander Health Workforce.
- 74.2. The employer agrees that retention of the skills and experience of Aboriginal and Torres Strait Islander Health Workforce employees helps overcome barriers found in mainstream health services to attract employees with such skills and experience to work in Queensland Health's public system.
- 74.3. Cultural supervision provides Aboriginal and/or Torres Strait Islander employees with regular feedback that supports professional and community strengths and identifies challenges from a cultural perspective, assisting employees to explore alternative solutions to issues that may be affecting them.
- 74.4. Aboriginal and Torres Strait Islander Health Workforce employees will be supported, during their ordinary hours, to access a cultural supervisor, participate in, or provide cultural supervision, separate from operational and professional supervision.
- 74.5. The parties will develop a *Cultural Supervision Guideline* during the life of the Agreement to ensure cultural supervision is understood and supported.

75. Trainees

- 75.1. The parties acknowledge that HWF1 Aboriginal and Torres Strait Islander Health Practitioner and Health Worker Trainees are valuable roles to enhance workforce planning. Hospital and Health Services are encouraged to explore the utilisation and engagement of Aboriginal and Torres Strait Islander Health Practitioner and/or Health Worker Trainees in models of care where appropriate and where the unit can provide appropriate supervision and training.

75.2. Funded Trainee positions

- (a) Over the life of the Agreement, 20 FTE of HWF1 Aboriginal and Torres Strait Islander Health Practitioner and Health Worker Trainee roles will be created.
- (b) The Trainees will be engaged on a fixed term temporary basis while undertaking their approved qualification. The employees will be converted to permanent appointment at the corresponding graduate classification where they are confirmed as suitable to perform the role either on:
 - (i) Completion of the required qualification for Aboriginal and Torres Strait Islander Health Worker Trainees; or
 - (ii) Obtainment of registration with the Aboriginal and Torres Strait Islander Health Practice Board of Australia for Aboriginal and Torres Strait Islander Health Practitioner Trainees.
- (iii) The employee's performance will be considered suitable provided they are not subject to any current and documented formal conduct or performance matters that have been put

to the employee in writing and managed in accordance with a relevant directive, such as the directives relating to positive performance management or discipline.

76. Educators

76.1. Queensland Health will create 5 FTE of permanent HWF4 Educator positions during the life of the Agreement.

77. Reviews and projects

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

- (a) A Classification Structure Working Group will be formed to undertake the commitments at clause 33.
- (b) A HR Policy Project will be undertaken over the life of the Agreement, which will include:
 - (i) Creation of the following new HR policies:
 - (A) Aboriginal and Torres Strait Islander Health Workforce Education Scheme in accordance with Schedule 9;
 - (B) Aboriginal and Torres Strait Islander Health Workforce Professional Development Entitlements in accordance with clauses 69 to 72 (with this work to also include creation of a Guideline);
 - (C) Aboriginal and Torres Strait Islander Health Workforce Higher Education Incentive in accordance with clause 29;
 - (D) Aboriginal and Torres Strait Islander Health Workforce Remote Incentive Scheme in accordance with clause 83;
 - (E) Aboriginal and Torres Strait Islander Health Workforce Cultural Leave in accordance with clause 47;
 - (F) Aboriginal and Torres Strait Islander Health Workforce Personal Progression HWF2 to HWF3 in accordance with clause 39.3; and
 - (G) Job Evaluation - Aboriginal and Torres Strait Islander Health Workforce Stream (on completion of Phase 3) in accordance with clause 32.1(d); and
 - (ii) The HR Policy Project will also have responsibility for identifying and proposing amendments to existing HR policies necessary to ensure compliance with this Agreement in accordance with clause 11.6(c).
- (c) Develop *Aboriginal and Torres Strait Islander Health Workforce Best Practice Rostering Guidelines*, which will include consideration of fatigue management strategies.
- (d) Develop a Workforce Workload Management Kit specific to the Aboriginal and Torres Strait Islander Health Workforce stream in accordance with clause 93.5.
- (e) During the life of the Agreement, a training package and tool kit will be developed for Aboriginal and Torres Strait Islander Health Workforce employees and their line managers to support them in understanding the new industrial relations framework, classification and career structure, and implementation of industrial entitlements.

78. Non-permanent employment conversion guideline

78.1. 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 95 and 96, unless the employer can provide compelling reasons not to offer conversion. When such conversion is less than 1 FTE

the hours shall be calculated in accordance with the relevant directive.

PART 8 - Recruitment and selection

79. Replacement of existing staff

- 79.1. This clause will not have application in instances where a Business Case has been provided as per clause 92 and where the organisational change that is occurring will impact on the vacancy as part of organisational change and restructuring.
- 79.2. There is no intention that there will be a net reduction of Department or Hospital and Health Services staffing during the life of this Agreement. However, the parties recognise that the employer does not maintain fixed establishment numbers.
- 79.3. 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 (HWF1 to HWF2)** – 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.
- 79.4. 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 79.3. The matter will be noted at the next Health Consultative Forum.

80. Closed merit selection process for filling vacancies up to HWF6 classification

- 80.1. The provisions in this clause are not impacted by, nor do they impact the conversion of casual and fixed term temporary employees to permanent employment provisions in clause 96 of this Agreement. Those provisions relate to the commitment of the Queensland Government to maximise permanent employment.
- 80.2. The provisions in this clause require the employer to consult with all directly affected employees as a group, or in groups each time there is a vacancy. The obligation to consult does not negate the requirement to meet timeframes in clause 79.3.
- 80.3. The parties to this Agreement agree to fill vacant full-time and part-time roles at classifications HWF1 to HWF6 by offering such to those permanent part-time employees working at the same classification level, in the work unit, who seek to work full-time.
- 80.4. If there are any vacant hours remaining after the process in clause 80.3 has been conducted, the remaining vacant hours will then be offered to those permanent part-time employees working at the same classification level, in the work unit, who seek to work additional ordinary hours on a permanent basis up to 64 hours per fortnight, or full-time.
- 80.5. The offering of full-time roles and additional part-time hours outlined in clauses 80.3 and 80.4 may occur as a single process with preference first given to those part-time employees seeking full-time work.
- 80.6. If vacant hours still remain unfilled, the remaining vacant hours will be offered by a closed merit process, restricted to those non-permanent employees working at the site (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.

- 80.7. Where a non-permanent employee is unsuccessful in being offered vacant hours via the closed merit selection process in clause 80.6, 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 employees when the process for offering vacant hours to non-permanent employees as per clause 80.6 is next available.
- 80.8. 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.

PART 9 – Attraction, retention and remote locations

81. Attraction and retention incentives

- 81.1. Queensland Health recognises the need to respond to demonstrable supply and skills shortages and current or emerging employee attraction and retention issues.
- 81.2. 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.
- 81.3. A Health Service Chief Executive or the Director-General, at their discretion in accordance with clause 81.2, may offer an attraction and retention incentive of up to 10% of the employee's base rate.
- 81.4. Discretionary attraction and retention incentive payments made in accordance with clause 81.3 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 |
|--|---|
| Aboriginal and Torres Strait Islander Health Practitioner attraction incentive | Clause 82 of this Agreement |
| Remote incentive scheme | Clause 83 of this Agreement |
| Locality allowances | Clause 84 of this Agreement |
| Aboriginal and Torres Strait Islander Health Worker special allowance | Clause 85 of this Agreement |
| Section 66(4) arrangements approved by the Director-General | Section 66(4) of the <i>Hospital and Health Boards Act 2011</i> |

- 81.5. 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.
- 81.6. Queensland Health will report to unions quarterly on employees who received the attraction and retention incentive payments in accordance with clause 89.1.

82. Aboriginal and Torres Strait Islander Health Practitioner attraction incentive

- 82.1. To support the embedding of the Aboriginal and Torres Strait Islander Health Practitioner profession within Queensland Health, a time limited incentive will be created for the life of this Agreement:
- (a) Employees permanently appointed to an Aboriginal and Torres Strait Islander Health Practitioner role will receive a \$2,500 incentive payment (pro rata for part-time employees) on initial appointment.
 - (b) Employees temporarily appointed to an Aboriginal and Torres Strait Islander Health Practitioner role will receive a \$2,500 incentive payment (pro rata for part-time employees) on initial

appointment where:

- (i) the fixed-term contract is for a period of six months or more, or
 - (ii) on the completion of six months continuous temporary service in eligible Aboriginal and Torres Strait Islander Health Practitioner role(s).
 - (c) A second and final \$2,500 incentive payment (pro rata for part-time employees) will be paid on completion of 12 months continuous service in eligible Aboriginal and Torres Strait Islander Health Practitioner role(s), subject to suitable performance.
 - (d) For employees employed in an Aboriginal and Torres Strait Islander Health Practitioner role at the date of certification of this Agreement, the incentive is applied retrospectively in accordance with this clause.
 - (e) An employee may only receive the incentive payments once.
- 82.2. The Department will maintain a register of Queensland Health employees who have expressed interest in transitioning to an Aboriginal and Torres Strait Islander Health Practitioner role. Employees will be required to ensure their details on the register are kept up to date. Where an employee has registered their interest with the Department, the employee will have until 30 June 2026 to apply for and be appointed to an Aboriginal and Torres Strait Islander Health Practitioner role, and claim the incentive payments in accordance with this clause.
- 82.3. For the purpose of the Aboriginal and Torres Strait Islander Health Practitioner attraction incentive:
- (a) An Aboriginal and Torres Strait Islander Health Practitioner role is a role classified at HWF3 and above, however titled, with a mandatory requirement for general registration with the Aboriginal and Torres Strait Islander Health Practice Board of Australia.
 - (b) Continuously employed in Aboriginal and Torres Strait Islander Health Practitioner role(s) means the person is employed in one or more roles that meet the requirements of clause 82.3(a) continuously for the period in question, with breaks in service between eligible roles of no more than three months duration.
 - (c) The employee's performance will be considered suitable provided they are not subject to any current and documented formal conduct or performance matters that have been put to the employee in writing and managed in accordance with a relevant directive, such as the directives relating to positive performance management or discipline.

83. Remote incentive scheme

83.1. Eligibility

- (a) The Remote Incentive Scheme (RIS) applies to eligible employees at classifications HWF2 and above, working in the designated remote areas as outlined in Category D of Schedule 10, who are:
 - (i) Permanent or
 - (ii) long term temporary (12 months and over).

83.2. Annual/recreation leave

- (a) Annual/recreation leave is provided in Division 5 of the Queensland Employment Standards and clause 19 of the *Hospital and Health Service General Employees (Queensland Health) Award – State 2015*.
- (b) Eligible RIS employees are entitled to one additional week of annual/recreation leave, to a maximum of six weeks' annual/recreation leave each year.

83.3. Transfer and appointment expenses

- (a) Appointment and transfer expenses for eligible RIS employees recruited from outside the

community are to be met by the Hospital and Health Service at the time of appointment in accordance with *HR Policy D4 Transfer and Appointment* and *Minister for Education and Industrial Relations Directive 11/11 Transfer and Appointment*.

- (b) This includes payment for the following purposes, where applicable:
 - (i) cost of conveyance of the employee and the employee's family and effects to the centre to which the employee is transferred or appointed;
 - (ii) cost of temporary board and lodging;
 - (iii) cost of other items of expenditure related to taking up duty.
- (c) If the employee does not complete 18 months of service, a refund of the expenses on a pro rata basis is required.

83.4. **Airfares**

- (a) A full-time eligible RIS employee is entitled to two return airfares per annum from their work location to the nearest east coast provincial city to be taken in conjunction with leave. In addition, two return airfares per annum are to be provided for a spouse and dependent children of the employee.
- (b) A part-time eligible RIS employee is entitled to one return airfare per annum from their work location to the nearest east coast provincial city to be taken in conjunction with leave. In addition, one return airfare per annum is to be provided for a spouse and dependent children of the employee.
- (c) Airfares are non-accruing and can only be used during each year of entitlement. Airfares are provided to allow regular planned relief from isolation, and are in addition to travel for professional development, as provided in clause 69.2. Rationalisation of professional and recreational activities is to be encouraged when possible.
- (d) When the employee does not have access to an airport with commercial services and where the employee is using their own vehicle, they will be entitled to the motor vehicle allowance prescribed in clause 13.6 of the *Hospital and Health Service General Employees (Queensland Health) Award – State 2015* for travel to the nearest airport with commercial services or east coast provincial city, whichever is closer.
- (e) A RIS employee who wishes to travel in conjunction with leave by means other than commercial flights may apply for a cash equivalent payment. A cash equivalent payment will be payable only if the employee or their spouse/dependent travels to/from the nearest east coast provincial city in conjunction with the employee's leave, unless otherwise approved by the Health Service Chief Executive, or delegate.
- (f) The amount of the cash equivalent payment will be determined by the relevant Hospital and Health Service. For each eligible person travelling, the amount will be no less than the average cost of return flights from the Category D site to the nearest east coast provincial city in the preceding financial year.
- (g) For the purpose of the airfare entitlement, the east coast provincial cities are Brisbane, Bundaberg, Cairns, Caloundra, Gladstone, Gold Coast, Hervey Bay, Mackay, Maryborough, Rockhampton and Townsville.

83.5. **Professional development package**

- (a) RIS employees receive an enhanced professional development package, with the entitlements and specific eligibility criteria prescribed in clauses 69.2 and 70.2 to this Agreement.

83.6. **Annual isolation bonus**

- (a) An eligible RIS employee is entitled, on a pro rata basis, to an annual isolation bonus calculated on the basis of years of service in remote areas as follows:

| Period of service | Bonus (full-time) |
|--|-------------------|
| At the conclusion of one year of service | \$3,500 |
| At the conclusion of two years of service | \$10,500 |
| At the conclusion of three years of service and every subsequent year of service | \$7,000 |

- (b) The bonus is to be paid as a single annual payment at the completion of each 12 months' service and is not cumulative. For transitional arrangements for employees who meet the requirements of clause 83.6(h)(i) at the date of certification of this Agreement, refer to the arrangements at clause 83.6(h).
- (c) RIS employees will be paid the annual isolation bonus, except where they are eligible for a greater locality allowance under clauses 84 or 85 of the Agreement. An employee is not entitled to both the annual isolation bonus and a locality allowance under clauses 84 or 85.
- (d) Service for the purposes of determining eligibility to the bonus will include all periods of paid leave.
- (e) Periods of unpaid leave in excess of nine working days are not recognised as service for the purposes of this payment. Any period of unpaid leave does not break continuity of service for recognition purposes.
- (f) The bonus is a flat amount and is not an all purpose allowance.
- (g) The bonus is not payable to casual or temporary employees engaged for less than 12 months.

(h) Transitional arrangements for eligible employees employed on date of certification

- (i) These provisions apply only to HWF2 and above employees working in Category D locations at the date of certification of this Agreement, who are either:
 - (A) permanent, or
 - (B) fixed term temporary with 12 months or more service.
- (ii) As a transitional arrangement, all employees who meet the requirements of clause 83.6(h)(i), at the date of certification of this Agreement will be eligible to receive the first annual isolation bonus of \$3,500 on date of certification, irrespective of length of service in a Category D location(s).
- (iii) For all employees who meet the requirements of clause 83.6(h)(i), locality allowances will be ceased effective date of certification of this Agreement.
- (iv) Employees who met the requirements of clause 83.6(h)(i) will be eligible to receive the second annual isolation bonus of \$10,500 from one year following certification of this Agreement, subject to the completion of one year of eligible service in a Category D location(s).
- (v) On receipt of the second annual isolation bonus in clause 83.6(h)(iv), where an employee is eligible to receive a greater locality allowance than the third and ongoing annual isolation bonus at clause 83.6(h)(vi), the locality allowance will be commenced where the employee submits an application form. Upon approval of an application, the payment of the locality allowance will be payable from the applicable date in accordance with clause 88.6(h)(iv).
- (vi) Employees who met the requirements of clause 83.6(h)(i) will be eligible to receive the third annual isolation bonus of \$7,000 from two years following certification of this Agreement, subject to completion of two years of eligible service in Category D locations. Further, annual isolation bonus of \$7,000 will be payable at the conclusion of each additional year of service.

84. Locality allowances

- 84.1. *Minister for Industrial Relations 16/18 Locality Allowances* applies to all employees working on Mornington Island, Palm Island and the Torres Strait Islands classified at HWF4 and below.
- 84.2. RIS employees will be paid the locality allowance, except where they are eligible for a greater RIS

allowance under clauses 84 or 85 of the Agreement. An employee is not entitled to both the annual isolation bonus and a locality allowance under clauses 84 or 85.

84.3. Those eligible employees as defined in clause 84.1 working on Malu Kiwai (Boigu Island) are to receive the applicable Directive 16/18 rate payable for Badu Island.

84.4. Those eligible employees as defined in clause 84.1 working on Horn Island are to receive the applicable Directive 16/18 rate payable for Thursday Island.

85. Aboriginal and Torres Strait Islander Health Workers special allowance

85.1. The special allowance is payable to Aboriginal and Torres Strait Islander Health Workers in the Torres and Cape Hospital and Health Service only where the employee:

- (a) does not qualify for an entitlement in accordance with *HR Policy D5 Accommodation Assistance – Rural and Remote Incentive*, and
- (b) is not eligible to receive a RIS annual isolation bonus in accordance with clause 83.6, and
- (c) is not eligible to receive a locality allowance in accordance with clause 84.

85.2. The special allowance is paid on a fortnightly basis in accordance with the rate in Schedule 2. Payment is made on a pro rata basis for part-time and casual employees.

85.3. The special allowance shall be paid to an employee absent on recreation leave, sick leave, long service leave or on any other leave on full salary. The special allowance shall not be paid to an employee absent on leave without salary.

85.4. The parties agree preserved *HR Policy C31 Aboriginal and Torres Strait Islander Health Workers – Special Allowance* will be rescinded following certification of this Agreement.

PART 10 – Industrial relations matters and consultation

86. Collective industrial relations

86.1. 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*, *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.

86.2. 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.

86.3. 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.

86.4. Additional arrangements regarding union encouragement are contained in *HR Policy F4 Union Encouragement* as listed in Schedule 3 of this Agreement.

86.5. 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.

86.6. Employees will be given full access to union delegates/officials during working hours to discuss any employment matter or seek union advice, 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.

- 86.7. 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.
- 86.8. 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.
- 86.9. 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.

87. Commitment to consultation

- 87.1. 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.
- 87.2. 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.
- 87.3. "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).
- 87.4. "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*].
- 87.5. 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.

88. Health Consultative Forums

- 88.1. The Health Consultative Forums (HCFs) (or their equivalent) will operate in accordance with the terms of reference agreed by the Reform Consultative Group in February 2024, or as updated from time to time.
- 88.2. Health Consultative Forum terms of reference 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; and
 - general business.
- 88.3. On a quarterly basis the Health Consultative Forums 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.
- 88.4. To assist discussions on these topics, information will be collected from the Hospital and Health Service Workplace Health and Safety Committee.

- 88.5. Management will provide the Health Consultative Forum (or equivalent) a contracting report on a quarterly basis detailing the:
- Contract title
 - Contract supplier
 - Services provided
 - Location services provided
 - Contract end date
 - Contract extension Y/N
 - Review date (if known).
- 88.6. The Reform Consultative Group will evaluate the effectiveness of, and modify where necessary, all consultative forums during the life of this Agreement.

89. Reporting

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

| Report | Detail |
|---|--|
| Types of employment <ul style="list-style-type: none"> • Permanent employees • Fixed term temporary employees • Casual employees • New starters | <ul style="list-style-type: none"> • Name • Position number • Job title • Stream employed • Work location • Work email • When commenced employment • Reasons for the employee's engagement (fixed term temporary employees only) |
| Permanent positions not filled within: <ul style="list-style-type: none"> • One month for base grade vacancies; or • Three months for non-base grade vacancies | <ul style="list-style-type: none"> • Job title • Work location • Where vacant positions have been abolished through business case for change, the name of the business case for change. |
| Resignations | <ul style="list-style-type: none"> • Job title • Work location • Date of separation |
| Equal Employment Opportunity reporting <ul style="list-style-type: none"> • Non English-speaking background employees • Aboriginal and Torres Strait Islander employees • Employees with disabilities | <ul style="list-style-type: none"> • Stream employed • Number of employees (FTE) • Percentage by stream |
| Attraction and retention incentive payments | <ul style="list-style-type: none"> • Position • Discipline • Work location • Percentage of payment • Start and end date of payment |
| Equity data | <ul style="list-style-type: none"> • Progress graph |

- 89.2. The provision of all staff information to relevant unions shall be consistent with the principles outlined at section 350 of the *Industrial Relations Act 2016*.
- 89.3. Issues of concern in relation to the filling of permanent positions in work units should be raised at the Health Consultative Forum (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.
- 89.4. 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.

90. Union briefing

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

91. Payroll working group

- 91.1. A Payroll Working Group, comprising of representatives of the Department, Hospital and Health Services, Payroll Services and unions has been formed.
- 91.2. The role of the Payroll 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 pays are corrected in a timely manner.
- 91.3. The Payroll Working Group will determine an appropriate use of ad hoc payments where an employee's pay is not correct.

PART 11 – Organisational change and restructuring

92. Organisational change and restructuring

- 92.1. 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.
- 92.2. 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.
- 92.3. 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.
- 92.4. 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, models of care changes) will be subject to the employer establishing such benefits in a business case which will be tabled for the purposes of consultation at the Health Consultative Forum (or equivalent). A business case is not required for minor changes or minor restructuring.
- 92.5. There will be no downgrading of positions during the life of the Agreement other than through organisational change processes.
- 92.6. 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 HWFCG for resolution.
- 92.7. The employer commits to provide a just transition for workers who will be impacted by the introduction of new technology. The employer will ensure early identification and engagement of employees likely to be affected by the future introduction of technology, prepare workers for the change, and provide appropriate support to workers who are likely to be impacted. This support may include planning with workers to transition to new roles in Queensland Health.

- 92.8. 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.
- 92.9. 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.
- 92.10. 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.
- 92.11. 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.
- 92.12. 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.
- 92.13. 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.
- 92.14. In addition, any changes to hours of operation will be subject to consultation.
- 92.15. Industrial entitlements and Award entitlements, including, but not limited to, shift work allowances, penalty rates, overtime and breaks will continue to apply in the event of a change to hours of operation.

PART 12 - Workload management

93. Workload management

- 93.1. The parties acknowledge the importance of workload management as a critical issue in the workplace. The parties acknowledge the importance of determining role allocations, hours of work, overtime and higher duties in a fair and reasonable manner, taking into account operational requirements and workload implications.
- 93.2. The employer acknowledges the duty of care to both staff and patients to provide a safe environment for the delivery of health services and is therefore committed to the maintenance of staffing levels to ensure the delivery of quality health services.
- 93.3. Management will actively balance the reasonable workload of staff and the effective and efficient delivery of health services.
- 93.4. The parties agree that appropriate strategies, work practices and staffing levels (including backfilling of staff) will minimise the effects of excessive workloads and/or case loads.
- 93.5. Until such time as the Aboriginal and Torres Strait Islander Health Workforce stream specific Workload Management Kit is developed in accordance with clause 77.1(d), the parties agree to continue to use the *Workforce Workload Management Kit* to raise, investigate, resolve and monitor workload concerns.
- 93.6. The parties further agree that a sub-committee of the HWFCG will be established to address issues of workload management of a state-wide nature and/or workload management issues that cannot be resolved at a local level.

- 93.7. The Health Consultative Forum (or equivalent) will have workload management issues as a regular agenda item. Where one of the parties consider workload management issues need investigation, the workload management tool will be utilised by a Health Consultative Forum subgroup that will be established to research the issues and formulate a recommendation for consideration of the Health Consultative Forum, and if appropriate, subsequent implementation. If agreement cannot be reached, the issues will be referred by either party to HWFCG for consideration and resolution.
- 93.8. Best practice models for workload management identified through these processes will be promulgated through the employer's facilities.

PART 13 – Employment security and contracting

94. Employment security

- 94.1. 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.
- 94.2. The parties acknowledge that job security for employees assists in ensuring workforce stability, cohesion and motivation and hence is central to achieving the objectives of this Agreement.
- 94.3. Job reductions by forced retrenchments will not occur. There will be no downgrading of positions during the life of the Agreement other than through organisational change processes.
- 94.4. Volunteers, other unpaid persons or trainees will not be used to fill funded vacant positions.
- 94.5. The employer is the preferred provider of public health services for the Government and the community.
- 94.6. The employer supports the accepted industrial principle that fixed term 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 HWFCG for attention.
- 94.7. The employer acknowledges that casual employees, other than short term casual employees as defined by the *Industrial Relations Act 2016*, have rights to unfair dismissal entitlements in accordance with the provisions of the relevant legislation.
- 94.8. Nothing in this Agreement will prevent the provision of public health clinical services being provided by the private sector because they are not able to be provided by the public sector.

95. Permanent employment

- 95.1. The parties recognise that permanent employment is the 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.

96. Permanent employment for fixed term temporary and casual employees

- 96.1. The parties are committed to maximising permanent employment opportunities for non-permanent employees. The parties agree to implement the whole-of-government Directive and policy which implements section 114 of the *Public Sector Act 2022*.
- 96.2. 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.
- 96.3. 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.

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

97. Fixed term temporary and casual conversion panel review process

- 97.1. 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 of the *Public Sector Act 2022*;
 - (c) an appeal under section 131 of the *Public Sector Act 2022* has not been made; and
 - (d) employee's union representative or the employee (each "the notifier") are of the view the decision maker has made an incorrect decision in accordance with the applicable directive.
- 97.2. The notifier may, within seven days of the employee being notified of a decision, inform the decision maker that the decision is not accepted, and on this basis request an Internal Review Process is conducted. In which case the temporary employee review outcome becomes a preliminary decision.
- 97.3. Within 14 days of receiving the request under clause 97.2, the nominated Department of Health Human Resources Branch (HR Branch) representative must hold a conference for the purposes of conducting a review of the preliminary decision. The members for the purposes of conference will comprise of the Hospital and Health Service or Division representative(s); the Department of Health; and the notifier.
- 97.4. The notifier and Hospital and Health Service or Division representative will provide all relevant materials of the preliminary decision to the nominated HR Branch representative in advance of the conference.
- 97.5. The purpose of the conference is to attempt to reach consensus on the preliminary decision to convert or not to convert.
- 97.6. If at the conference consensus is reached to overturn the preliminary decision, the revised decision will be communicated in writing to the notifier and to the decision maker in order to implement the decision.
- 97.7. If at the conference consensus cannot be reached between the parties, the HR Branch, having regard to requirements of the relevant directive, may arrive at a decision contrary to the original decision maker and decide to overturn the preliminary decision. Where the outcome of the review decision is overturned, the new decision will be communicated in writing to the notifier and to the original decision maker in order to implement the new decision.
- 97.8. Where consensus cannot be reached between the parties or HR Branch does not overturn the preliminary decision, it will become the final decision with the effective date being the day the employee receives the notice not to overturn the preliminary decision.
- 97.9. Where a notifier withdraws their request for an Internal Panel Review Process or where the notifier commences an appeal under section 131 of the *Public Sector Act 2022* prior the conference being held, this process is taken to be terminated.
- 97.10. The employer will provide reports on the conversion of fixed term temporary and casual employees that contain classification stream and occupational type for employees covered by this Agreement to the HWFCG on a quarterly basis.
- 97.11. The parties will review the effectiveness of the activities associated with this clause, 12 months from certification of this Agreement. The parties will attempt to minimise disputes about the operation of this clause. Any disputes about the operation of this clause that cannot be resolved may be referred to the Queensland Industrial Relations Commission for assistance.

98. Additional permanent hours for part-time employees

- 98.1. Permanent part-time employees, following approval, may work more than their substantive (contracted hours) on an ad-hoc or temporary basis.
- 98.2. Where an employee works more than their substantive (contracted hours) on a regular basis over a 12 month period, the employee may request in writing to amend their substantive permanent part-time hours to reflect the increased hours worked. Such requests should not be unreasonably refused.
- 98.3. Where an employee has been on parental leave within the previous 12 months the employer will consider the 12 months of service either side of the parental leave.
- 98.4. If an employee is refused an increase to their contracted hours pursuant to this clause, they must be provided with written reasons for the decision within seven days of the making of that decision.
- 98.5. Any agreed permanent increase to an employee's substantive part-time hours is limited to a maximum of 64 hours per fortnight for employees classified at HWF1 to HWF7.

99. Contracting out

- 99.1. It is the clear policy of the employer not to contract out or to lease current services. The parties are committed to maximising permanent employment where possible.
- 99.2. There will be no contracting out, outsourcing or leasing of services currently provided by the employees engaged and covered under the Aboriginal and Torres Strait Islander Health Workforce classification stream at levels HWF1 to HWF6 during the life of the Agreement.
- 99.3. For employees of other streams, there will be no contracting out or leasing of services currently provided by the employer except in the following circumstances:
 - (a) in the event of critical shortages of skilled staff;
 - (b) the lack of available infrastructure capital and the cost of providing technology;
 - (c) extraordinary or unforeseen circumstances; or
 - (d) it can be clearly demonstrated that it is in the public interest that such services should be contracted out.
- 99.4. The employer agrees that it will include as a condition of all future labour contracts a requirement for contractors to pay wage rates, which are no less favourable in aggregate for a comparable *Aboriginal and Torres Strait Islander Health Workforce (Queensland Health) Certified Agreement (No. 1) 2019* employee as at 1 March 2022. This provision will apply to all relevant tenders called and relevant contracts entered into on or after the date of the certification of this Agreement.
- 99.5. 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 HWFCG, provided that such agreement will not unreasonably be withheld.
- 99.6. Where the employer seeks to contract out or lease current services, the following general consultation process will be followed:
 - (a) The relevant union/s will be consulted as early as possible. Discussions will take place before any steps are taken to call tenders or enter into any otherwise binding legal arrangement for the provision of services by an external provider. For the purpose of consultation the relevant union/s will be given relevant documents. The employer will ensure that all relevant union/s is/are aware of any proposals to contract out or lease current services. It is the responsibility of the relevant union/s to participate

fully in discussions on any proposals to contract out or lease current services.

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

99.7. 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 HWFCG 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 HWFCG meeting for review in relation to these cases and to assist in determining strategies to resolve any issues that arise. These circumstances would include:
 - (i) in the event of critical shortages of skilled staff; or
 - (ii) extraordinary or unforeseen circumstances.

99.8. Any dispute between the parties arising out of this clause will be dealt with in accordance with clause 12 of this Agreement.

100. Community service providers

100.1. In accordance with the broader objectives of this Agreement, Queensland Health is committed to building and strengthening its Aboriginal and Torres Strait Islander Health Workforce.

100.2. The parties also acknowledge the role of community service providers, including Aboriginal and Torres Strait Islander Community Controlled Health Organisations (ATSICCHOs), and the contribution they make to the health of Aboriginal and Torres Strait Islander peoples.

100.3. Where Queensland Health enters contracts with ATSICCHOs this will only occur where there is no diminution of Queensland Health services or reduction of roles covered by this Agreement.

100.4. The parties acknowledge ATSICCHOs receive funding from the Queensland Government as community service providers and acknowledge that such funding arrangements can continue to occur, with both new and current ATSICCHOs.

100.5. Where Queensland Health engages or funds community service providers including ATSICCHOs through grant programs or recurrently funded programs, clause 99 will not apply, however, the following process must be followed:

- (a) Information about the nature of new or expanded funding arrangements will be reported to the HWFCG to ensure it meets the requirements at clause 100.
- (b) The renewal or rollover of funding arrangements, which are not new or expanded funding arrangements in accordance with clause 100.5(a), can occur without the requirement to report to HWFCG.

101. Insourcing/contracting in

- 101.1. 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.
- 101.2. 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.

- (c) 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.
 - (d) To remove any doubt, the contract expiration date is the current end date of the contract, not inclusive of options to extend.
 - (e) This process will not prevent the use of contract extension clauses while this process continues.
- 101.3. In-sourcing 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.
- 101.4. The parties will use the agreed viability assessment template. The parties recognise the mechanism to consider and document insourcing service opportunities, is the use of the agreed viability assessment template.
- 101.5. 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 101.2 and 101.3, the placement of these deployees will be a favourable consideration in the viability assessment.
- 101.6. 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.
- 101.7. In the case of positions classified up to HWF7, the parties agree that the following process will be utilised to assist 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.
- 101.8. 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 101.2 and 101.3, the outcome and relevant supporting documentation will be communicated to the relevant union/s prior to implementation. Neither party will seek to disrupt or delay the implementation of the approved outcome. Should the relevant union consider that a fair comparison has not been made then the matter should be referred to the HWFCG for resolution. This must occur in a timely manner.

- 101.9. The employers preferred policy position is to insource the maintenance of its technology after the expiry of the standard manufacturer's warranty where feasible. There will be no extension of warranties in those circumstances where appropriate in-house maintenance is available.
- 101.10. 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.

102. Colocation

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

PART 14 –Equity and flexible working arrangements

103. Equity

- 103.1. The parties are committed to the principles of equity and suitability and thereby to the objectives of the *Public Sector Act 2022*, the *Anti-Discrimination Act 1991* and the Equal Remuneration Principle (Queensland Industrial Relations Commission Statement of Policy 2002) and other anti-discrimination legislation.
- 103.2. The employer will meet its statutory obligations under the *Public Sector Act 2022* to consult with relevant unions by agreed consultative mechanisms.
- 103.3. 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 the Department, Hospital and Health Services and relevant unions.
- 103.4. 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.
- 103.5. The parties acknowledge that achievement of equity outcomes is largely contingent upon commitment of management to equity outcomes. This will be demonstrated by management practices, the provision of ongoing Equal Employment Opportunity training for managers and employees, the maintenance of Equal Employment Opportunity networks throughout the Department and Hospital and Health Services and the commitment to achieve agreed equity outcomes at the facility and corporate office level.

104. Gender equity

- 104.1. The employer is committed to taking proactive measures to achieve gender pay equity, where all employees receive equal remuneration for work of equal or comparable value.
- 104.2. This Agreement satisfies the requirement under the *Industrial Relations Act 2016* 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.
- 104.3. The parties are aware of and committed to their obligations in terms of gender equity as provided for in legislation, regulation and directives.

- 104.4. The parties are committed to applying the provisions of this Agreement, the Award and relevant Directives regarding increment appointment and progression within a classification level, and ensuring any discretionary provisions are utilised in a fair and equitable manner irrespective of gender.
- 104.5. The parties further acknowledge that this Agreement includes a number of commitments and actions which contribute to closing the gender pay gap and removing barriers to full and equal participation of women in the workplace. This includes for example clauses 35.3(a), 36, 98.3, Schedule 8 and Schedule 9 of this Agreement.
- 104.6. 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.
- 104.7. 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.

105. Flexible working arrangements

- 105.1. The *Flexible Working Arrangements Guideline* has been developed for the purpose of achieving work life balance. Queensland Health is committed to implementing all strategies and performance indicators as agreed.
- 105.2. In accordance with the *Industrial Relations Act 2016* an employee including temporary and casual employees may ask the employer for a change in the way the employee works, including – the employee’s ordinary hours of work, an example of such a request could include the request to work a nine-day fortnight.
- 105.3. Further, in accordance with the *Industrial Relations Act 2016* the request must:
- (a) be in writing; and
 - (b) state the change in the way the employee works in sufficient detail to allow the employer to make a decision about the request; and
 - (c) state the reasons for the change.
- 105.4. The employer may decide to grant the request or grant the request in part or subject to conditions; or refuse the request. The employer may grant the request in part or subject to conditions, or refuse the request, only on reasonable grounds.
- 105.5. The employer must give the employee written notice about its decision within 21 days after receiving the request. If the employer decides to grant the request in part or subject to conditions or to refuse the request, the written notice about the decision must state the reasons for the decision, outlining the reasonable grounds for granting the request in part or subject to conditions or for the refusal.
- 105.6. The parties acknowledge that increased flexibility and improvements in working arrangements can further the aims of efficiency, effectiveness and equity.

106. Work/life balance and allocation of duties

- 106.1. The parties acknowledge that the fair treatment of workers improves productivity and reduces turnover. Where a manager is allocating conditions and/or responsibilities such as rostered hours of work, overtime, higher duties, role allocations and workload, this allocation will be fair and reasonable taking into account operational requirements for workers that express their interest.
- 106.2. The parties are committed to ensuring that work/life balance policies are promoted. This includes the promotion of transition to retirement initiatives.
- 106.3. The employer is committed to workplace practices that improve the balance between work and family for its employees whilst ensuring safe and adequate patient care. The parties commit to ensuring work life balance is genuinely considered when developing rosters.

107. Child care

- 107.1. The parties to this Agreement recognise the importance of access to affordable and appropriate childcare for employees. Given that the employer is a major public sector employer with a workforce comprising of a high percentage of female employees required to work non-standard hours, access to childcare is an important issue. The parties acknowledge that the availability of appropriate childcare services assists with the recruitment and retention of staff, enhances productivity and improves staff morale. The employer acknowledges the importance of childcare as an employment equity issue.
- 107.2. The Reform Consultative Group 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.
- 107.3. When the employer considers facilitation of childcare options, such initiatives will be discussed at the Health Consultative Forum 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.

108. Workplace behaviour

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

109. Breastfeeding and work

- 109.1. Queensland Health is committed to the application of the Public Sector Commission Breastfeeding and Work Policy and to a supportive work environment for employees who choose to breastfeed. Decisions made regarding requests for lactation breaks and flexible work options must be fair, transparent, and capable of review.
- 109.2. Lactation breaks are to be made available to employees to breastfeed or express breast milk during work hours. Where possible, lactation breaks are to be provided as time off without debit. All Queensland Health employees are entitled to a total of one hour paid lactation break/s for every eight hours worked. For employees requiring more than one hour for combined lactation break/s during a standard working day,

flexible work or leave arrangements may be implemented to cover the time in excess of that hour.

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

109.4. An appropriate workplace facility would include, where practicable;

- (a) a private, clean and hygienic space which is suitably signed and lockable;
- (b) appropriate seating with a table or bench to support breastfeeding equipment;
- (c) access to a refrigerator and microwave;
- (d) an appropriate receptacle for rubbish and nappy disposal;
- (e) a powerpoint suitable for the operation of a breast pump;
- (f) access to facilities for nappy changing, washing and drying of hands, and equipment; and
- (g) facilities for storing breast feeding equipment (for example, a cupboard or locker).

109.5. Where suitable workplace facilities are not available on-site, the employee should discuss suitable alternatives and agree on the most appropriate arrangement with their line manager.

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

PART 15 - Workplace health and safety

110. Workplace health and safety

110.1. Nothing in this clause will limit the right of authorised union officials to address workplace health and safety issues, including inspections, on behalf of members. These inspections are separate from inspections by elected Health and Safety Representatives under section 68 of the *Work Health and Safety Act 2011*.

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

110.3. The Queensland Health Workplace Health and Safety Advisory Committee, comprising representatives of the Department, Hospital and Health Services and the public health sector unions, will:

- (a) support the effective consultation by the employer 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 Queensland Health Workplace Health and Safety Advisory Committee will receive regular reports on the status of reported safety issues.

110.4. Work health and safety disputes that are unresolved at the local level in accordance with clause 12.2(b) may be escalated to the Queensland Health Workplace Health and Safety Advisory Committee for

resolution.

110.5. Further, without limiting the issues which may be included, the parties agree to address the following 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/work 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.

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

110.7. 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 *Work Health and Safety Act 2011*.

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

110.9. 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*.

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

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

111. Client aggression

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

112. Psychosocial workplace audits

112.1. The parties to this Agreement are committed to support psychosocial workplace audits and risk assessments of workplaces as requested through a Health Consultative Forum either by an employer or a union party.

112.2. Agreed tools compliant with the approved Code of Practice under the *Work Health and Safety Act 2011* will be used to complete the psychosocial workplace audits.

PART 16 – No further claims

113. No further claims

- 113.1. 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.
- 113.2. Notwithstanding clause 113.1, any changes resulting from the evaluation process contemplated at clause 32.1(c) under Phase 3, or additional Aboriginal and Torres Strait Islander Health Workforce stream roles/professions added in accordance with clause 4.3, may occur during the life of the Agreement.
- 113.3. It is agreed that the following changes may be made to employees' rights and entitlements during the life of this Agreement:
- (a) General Rulings and Statements of Policy issued by the Queensland Industrial Relations Commission that provide conditions that are not less favourable than current conditions;
 - (b) Decisions, government policy, or directives under the *Hospital and Health Boards Act 2011* or *Public Sector Act 2022* where applied through regulation, that provide conditions that are not less favourable than current conditions;
 - (c) Any improvements in conditions that are determined on a whole-of-government basis that provide conditions that are not less favourable than current conditions;
 - (d) Reclassifications resulting from the approved outcomes of Phase 3.
- 113.4. 'No further claims' does not preclude either party from seeking resolution of those discussions in accordance with clause 12 'Prevention and settlement of disputes relating to the interpretation, application or operation of this Agreement'.

SCHEDULE 1 – Wage rates

| Classification | Paypoint | From 1 September 2023 | | | | From 1 September 2024 | | | |
|----------------|------------------------------------|-----------------------|---------------|-------------|-------------|-----------------------|---------------|-------------|-------------|
| | | Per annum | Per fortnight | Hourly rate | Casual rate | Per annum | Per fortnight | Hourly rate | Casual rate |
| HWF1 | HWF1.1 | \$61,346 | \$2,351.40 | \$30.9395 | \$38.0556 | \$63,186 | \$2,421.90 | \$31.8671 | \$39.1965 |
| | HWF1.2 | \$63,126 | \$2,419.60 | \$31.8368 | \$39.1593 | \$65,020 | \$2,492.20 | \$32.7921 | \$40.3343 |
| | HWF1.3 ¹ | \$64,928 | \$2,488.70 | \$32.7461 | \$40.2777 | \$66,877 | \$2,563.40 | \$33.7289 | \$41.4865 |
| | HWF1.4 | \$66,653 | \$2,554.80 | \$33.6158 | \$41.3474 | \$68,651 | \$2,631.40 | \$34.6237 | \$42.5872 |
| | HWF1.5 | \$68,289 | \$2,617.50 | \$34.4408 | \$42.3622 | \$70,337 | \$2,696.00 | \$35.4737 | \$43.6327 |
| | HWF1.6 | \$70,091 | \$2,686.60 | \$35.3500 | \$43.4805 | \$72,194 | \$2,767.20 | \$36.4105 | \$44.7849 |
| HWF2 | HWF2.1 | \$68,289 | \$2,617.50 | \$34.4408 | \$42.3622 | \$70,337 | \$2,696.00 | \$35.4737 | \$43.6327 |
| | HWF2.2 | \$70,091 | \$2,686.60 | \$35.3500 | \$43.4805 | \$72,194 | \$2,767.20 | \$36.4105 | \$44.7849 |
| | HWF2.3 | \$72,330 | \$2,772.40 | \$36.4789 | \$44.8690 | \$74,501 | \$2,855.60 | \$37.5737 | \$46.2157 |
| HWF3 | HWF3 No qualification ² | \$72,904 | \$2,794.40 | \$36.7684 | \$45.2251 | \$75,090 | \$2,878.20 | \$37.8711 | \$46.5815 |
| | HWF3.1 | \$75,609 | \$2,898.10 | \$38.1329 | \$46.9035 | \$77,877 | \$2,985.00 | \$39.2763 | \$48.3098 |
| | HWF3.2 | \$77,292 | \$2,962.60 | \$38.9816 | \$47.9474 | \$79,611 | \$3,051.50 | \$40.1513 | \$49.3861 |
| | HWF3.3 | \$80,384 | \$3,081.10 | \$40.5408 | \$49.8652 | \$82,794 | \$3,173.50 | \$41.7566 | \$51.3606 |
| | HWF3.4 | \$84,086 | \$3,223.00 | \$42.4079 | \$52.1617 | \$86,609 | \$3,319.70 | \$43.6803 | \$53.7268 |
| | HWF3.5 | \$89,139 | \$3,416.70 | \$44.9566 | \$55.2966 | \$91,813 | \$3,519.20 | \$46.3053 | \$56.9555 |
| | HWF3.6 ³ | \$94,957 | \$3,639.70 | \$47.8908 | \$58.9057 | \$97,806 | \$3,748.90 | \$49.3276 | \$60.6729 |
| | HWF3.7 ³ | \$97,308 | \$3,729.80 | \$49.0763 | \$60.3638 | \$100,227 | \$3,841.70 | \$50.5487 | \$62.1749 |
| | HWF3.8 ^{3,4} Transitional | \$100,253 | \$3,842.70 | \$50.5618 | \$62.1910 | \$103,261 | \$3,958.00 | \$52.0789 | \$64.0570 |
| HWF4 | HWF4 No qualification ² | \$95,685 | \$3,667.60 | \$48.2579 | \$59.3572 | \$98,555 | \$3,777.60 | \$49.7053 | \$61.1375 |
| | HWF4.1 | \$98,641 | \$3,780.90 | \$49.7487 | \$61.1909 | \$101,600 | \$3,894.30 | \$51.2408 | \$63.0262 |
| | HWF4.2 | \$103,055 | \$3,950.10 | \$51.9750 | \$63.9293 | \$106,147 | \$4,068.60 | \$53.5342 | \$65.8471 |
| | HWF4.3 | \$107,464 | \$4,119.10 | \$54.1987 | \$66.6644 | \$110,689 | \$4,242.70 | \$55.8250 | \$68.6648 |
| | HWF4.4 | \$112,805 | \$4,323.80 | \$56.8921 | \$69.9773 | \$116,189 | \$4,453.50 | \$58.5987 | \$72.0764 |

Aboriginal and Torres Strait Islander Health Workforce (Queensland Health) Certified Agreement (No. 2) 2023 (HWF EB2)

| Classification | Paypoint | From 1 September 2023 | | | | From 1 September 2024 | | | |
|----------------|-------------------------------------|-----------------------|---------------|-------------|-------------|-----------------------|---------------|-------------|-------------|
| | | Per annum | Per fortnight | Hourly rate | Casual rate | Per annum | Per fortnight | Hourly rate | Casual rate |
| HWF5 | HWF5 No qualification ² | \$120,702 | \$4,626.50 | \$60.8750 | \$74.8763 | \$124,323 | \$4,765.30 | \$62.7013 | \$77.1226 |
| | HWF5.1 | \$124,435 | \$4,769.60 | \$62.7579 | \$77.1922 | \$128,169 | \$4,912.70 | \$64.6408 | \$79.5082 |
| | HWF5.2 | \$127,031 | \$4,869.10 | \$64.0671 | \$78.8025 | \$130,843 | \$5,015.20 | \$65.9895 | \$81.1671 |
| | HWF5.3 | \$130,350 | \$4,996.30 | \$65.7408 | \$80.8612 | \$134,261 | \$5,146.20 | \$67.7132 | \$83.2872 |
| | HWF5.4 | \$133,901 | \$5,132.40 | \$67.5316 | \$83.0639 | \$137,918 | \$5,286.40 | \$69.5579 | \$85.5562 |
| HWF6 | HWF6 No qualification ² | \$136,546 | \$5,233.80 | \$68.8658 | \$84.7049 | \$140,642 | \$5,390.80 | \$70.9316 | \$87.2459 |
| | HWF6.1 | \$140,767 | \$5,395.60 | \$70.9947 | \$87.3235 | \$144,991 | \$5,557.50 | \$73.1250 | \$89.9438 |
| | HWF6.2 | \$146,883 | \$5,630.00 | \$74.0789 | \$91.1170 | \$151,289 | \$5,798.90 | \$76.3013 | \$93.8506 |
| HWF7 | HWF 7 No qualification ² | \$152,132 | \$5,831.20 | \$76.7263 | \$94.3733 | \$156,695 | \$6,006.10 | \$79.0276 | \$97.2039 |
| | HWF7.1 | \$156,836 | \$6,011.50 | \$79.0987 | \$97.2914 | \$161,540 | \$6,191.80 | \$81.4711 | \$100.2095 |
| | HWF7.2 | \$162,346 | \$6,222.70 | \$81.8776 | \$100.7094 | \$167,217 | \$6,409.40 | \$84.3342 | \$103.7311 |
| HWF8 | HWF8 No qualification ² | \$173,298 | \$6,642.50 | \$87.4013 | \$107.5036 | \$178,498 | \$6,841.80 | \$90.0237 | \$110.7292 |
| | HWF8.1 | \$178,659 | \$6,848.00 | \$90.1053 | \$110.8295 | \$184,018 | \$7,053.40 | \$92.8079 | \$114.1537 |
| | HWF8.2 | \$191,461 | \$7,338.70 | \$96.5618 | \$118.7710 | \$197,206 | \$7,558.90 | \$99.4592 | \$122.3348 |
| HWF9 | HWF9 No qualification ² | \$192,450 | \$7,376.60 | \$97.0605 | \$119.3844 | \$198,224 | \$7,597.90 | \$99.9724 | \$122.9661 |
| | HWF9.1 ⁵ | \$198,401 | \$7,604.70 | \$100.0618 | \$123.0760 | \$204,352 | \$7,832.80 | \$103.0632 | \$126.7677 |
| | HWF9.2 ⁵ | \$206,737 | \$7,924.20 | \$104.2658 | \$128.2469 | \$212,938 | \$8,161.90 | \$107.3934 | \$132.0939 |
| | HWF9.3 ⁵ | \$216,134 | \$8,284.40 | \$109.0053 | \$134.0765 | \$222,617 | \$8,532.90 | \$112.2750 | \$138.0983 |
| | HWF9.4 ⁵ | \$232,896 | \$8,926.90 | \$117.4592 | \$144.4748 | \$239,883 | \$9,194.70 | \$120.9829 | \$148.8090 |
| | HWF9.5 ⁵ | \$242,656 | \$9,301.00 | \$122.3816 | \$150.5294 | \$249,935 | \$9,580.00 | \$126.0526 | \$155.0447 |

Notes

- ¹ Paypoint HWF1.3 is the minimum paypoint for employees aged 21 years or over in accordance with clause 37.3 of the *Aboriginal and Torres Strait Islander Health Workforce (Queensland Health) Certified Agreement (No. 2) 2023* (Agreement).
- ² No qualification paypoints may be used to appoint suitable applicants without the required mandatory qualification(s) in accordance with clause 37.5 and Schedule 8 of the Agreement.
- ³ Approved Diploma required to access paypoints HWF3.6 and above in accordance with clause 41.3(b) of the Agreement.
- ⁴ Access to paypoint HWF3.8 is limited to employees who were employed under the *Aboriginal and Torres Strait Islander Health Workforce (Queensland Health) Certified Agreement (No. 1) 2019* on 31 October 2023 in accordance with clause 38 of the Agreement.
- ⁵ HWF9 paypoints do not increment, and are determined by the Director-General based on the requirements of the role in accordance with clause 37.6 of the Agreement.

SCHEDULE 2 – Allowances subject to indexation

1. Existing allowances

| Allowance | Clause/HR Policy | Payment rate | From 1 September 2023 | From 1 September 2024 |
|--|---|--------------|-----------------------|-----------------------|
| Aboriginal and Torres Strait Islander Health Workers special allowance | Clause 85 of this Agreement | Fortnightly | \$101.62 | \$104.67 |
| Environmental allowance | <i>HR Policy C30 Environmental Allowance – High Secure Unit, Secure Mental Health Rehabilitation Unit and Mental Health Intensive Care Unit</i> | Weekly | \$30.34 | \$31.25 |
| Foul linen allowance | Clause 13.3 of the Award | Daily | \$2.27 | \$2.34 |
| Mental health allowance | <i>HR Policy C29 Mental Health Allowance</i> | Weekly | \$16.12 | \$16.60 |
| Uniforms allowance – first year | Clause 30 of the Award | Fortnightly | \$12.74 | \$13.12 |
| Uniforms allowance - subsequent years | Clause 30 of the Award | Fortnightly | \$6.32 | \$6.51 |
| X-ray allowance | <i>HR Policy C15 Allowances</i> | Fortnightly | \$26.98 | \$27.79 |

2. Professional development allowances

| Category | Clause/HR Policy | Payment rate | From 1 September 2023 | From 1 September 2024 |
|------------|-----------------------------|--------------|-----------------------|-----------------------|
| Category A | Clause 69 of this Agreement | Fortnightly | \$112.02 | \$115.38 |
| Category B | Clause 69 of this Agreement | Fortnightly | \$139.99 | \$144.19 |
| Category C | Clause 69 of this Agreement | Fortnightly | \$83.99 | \$86.51 |

3. The following allowance is introduced in this Agreement, and will be increased by 4% from 1 September 2024:

| Allowance | Clause/HR Policy | Payment rate | From date of certification of Agreement | From 1 September 2024 |
|-----------------------------|-----------------------------|--|---|-----------------------|
| Student education allowance | Clause 73 of this Agreement | Daily (up to a maximum of 10 days allowance per fortnight) | \$12.54 | \$12.92 |

SCHEDULE 3 – Preserved human resources policies

1. This schedule incorporates employment policies as terms of this Agreement.
2. As agreed by the parties, the union/s relevant to this Agreement identified in the below table are those parties from which endorsement is required when a preserved policy is reviewed in accordance with clause 13 of this Agreement.
3. The relevant HR policies are as follows:

| HR Policy | Matter | Relevant union(s) |
|-----------|---|-------------------|
| B12 | Volunteers | AWU and TQ* |
| B23 | Permanent Employment | AWU and TQ |
| B24 | Appointments – Permanent and/or Fixed Term Temporary – Commonwealth and/or State Funded Programs | AWU and TQ |
| B25 | Fixed Term Temporary Employment | AWU and TQ |
| B26 | Casual Employment | AWU and TQ |
| B30 | Higher Duties | AWU and TQ |
| TBC | Job Evaluation - Aboriginal and Torres Strait Islander Health Workforce Stream | AWU and TQ |
| C26 | Parental Leave | AWU and TQ |
| C29 | Mental Health Allowance | AWU and TQ |
| C30 | Environmental Allowance –High Secure Unit, Secure Mental Health Rehabilitation Unit and Mental Health Intensive Care Unit | AWU and TQ |
| C32 | Compulsory Christmas/New Year Closure | AWU and TQ |
| C38 | Long Service Leave | AWU and TQ |
| D5 | Accommodation Assistance – Rural and Remote Incentive | AWU and TQ |
| E12 | Individual Employee Grievances | AWU and TQ |
| E13 | Workplace Harassment | AWU and TQ |
| F3 | Access to Employees Record | AWU and TQ |
| F4 | Union Encouragement | AWU and TQ |
| I4 | Compensation for Loss of or Damage to Private Property and Personal Effects of Employees and for Damage to Visitor's Vehicles | AWU and TQ |

*Together Queensland

SCHEDULE 4 – Phase 2

1. Overview

1.1. Background

- (a) Clause 26 of *Aboriginal and Torres Strait Islander Health Workforce (Queensland Health) Certified Agreement (No. 1) 2019* (EB1) required Queensland Health, Together Queensland, Industrial Union of Employees and The Australian Workers' Union of Employees, Queensland, to undertake the Phase 2 Career and Classification review.
- (b) To complete the Phase 2 review, the parties agreed to continue operating under EB1 one year past its nominal expiry date of 31 August 2022. In accordance with Public Sector Wages Policy, wage increases of 4% from 1 September 2022 and a cost of living adjustment (COLA) payment were administratively applied via *Health Employment Directive 07/22 Aboriginal and Torres Strait Islander Health Workforce: Interim Wage Increase*.
- (c) The agreed outcomes of the Phase 2 review were enacted through *Health Employment Directive 04/23 Aboriginal and Torres Strait Islander Health Workforce Classification Structure and Entitlements* (HED 04/23), as approved by the Director-General on 31 October 2023, with effect from 1 May 2023.

1.2. Outcomes of the Phase 2 review

- (a) The Phase 2 outcomes applied to employees occupying the following roles:
 - (i) Aboriginal and Torres Strait Islander Health Practitioners;
 - (ii) Aboriginal and Torres Strait Islander Health Workers;
 - (iii) Aboriginal and Torres Strait Islander Mental Health, Alcohol and/or Other Drugs Health Workers;
 - (iv) Aboriginal and Torres Strait Islander Hospital Liaison Officers (including Aboriginal and Torres Strait Islander Community, and Aboriginal and Torres Strait Islander Mental Health, Liaison Officers), and
 - (v) To an eligible 'Executive Director of Aboriginal and Torres Strait Islander Health' to the extent that HED 04/23 provided remuneration or other benefits which were more beneficial for the employee than their contract of employment. For the purpose of application of the entitlements of HED 04/23, this meant the single lead Aboriginal and Torres Strait Islander Health role employed within a Hospital and Health Service, however titled, at classifications District Senior Officer and Health Executive Service.
- (b) The terms and conditions provided under Phase 2, and the applicable commencement date, are summarised in the table below:

| Arrangement | Commencement date |
|--|---|
| Phase 2 Aboriginal and Torres Strait Islander Health Workforce (HWF) stream | 1 May 2023 |
| Phase 2 professional development entitlements – Categories A, B and C | 1 May 2023 |
| Phase 2 professional development entitlements – Category D (with eligible employees receiving Category B entitlements until this date) | 18 March 2024 |
| Higher education incentive | 1 May 2023 |
| Education scheme | Date of certification of this Agreement |

- (c) In order to receive backpayment to 1 May 2023, an employee must have been employed by Queensland Health on 31 October 2023, the date of approval of HED 04/23.

- (d) The parties agreed that the following arrangements ceased to apply as outcomes of the Phase 2 review:

| Arrangement | Cessation date |
|---|---|
| Phase 1 interim Aboriginal and Torres Strait Islander Health Workforce (HW) stream | 30 April 2023 |
| Phase 1 interim Administration Officer stream | 30 April 2023 |
| Operational and Administration Officer stream targeted training allowances | 30 April 2023 |
| Aboriginal and Torres Strait Islander Hospital Liaison Officer training fund | 30 June 2023 |
| Aboriginal and Torres Strait Islander Health Worker personal progression - HW3 to HW4, HW4 to HW5, and HW5 to HW6 (IPA) | 18 March 2024 |
| Aboriginal and Torres Strait Islander Health Worker conditional advancement scheme | Date of certification of this Agreement |
| Workplace assessor allowance | Date of certification of this Agreement |

1.3. Phase 2 classification stream

- (a) The finalised Aboriginal and Torres Strait Islander Health Workforce (HWF) stream commenced from 1 May 2023, with the structure and salaries prescribed in the table at clause 1.3(d) of this Schedule.
- (b) The acronym 'HWF' is used to describe the new Aboriginal and Torres Strait Islander Health Workforce classifications, to ensure differentiation from the interim Phase 1 Aboriginal and Torres Strait Islander Health Workforce (HW) stream created under EB1.
- (c) There is no equivalency of classification level numbering between the interim Phase 1 stream and the finalised Phase 2 stream, with the finalised stream having new work value and associated remuneration (for example, HW3 has no equivalency to the new HWF3 classification).
- (d)

| Classification level | Paypoint | Per annum | Per fortnight | Hourly rate | Casual rate per hour |
|----------------------|-----------------------|-----------|---------------|-------------|----------------------|
| HWF1 | HWF1.1 | \$58,988 | \$2,261.00 | \$29.7500 | \$36.5925 |
| | HWF1.2 | \$60,697 | \$2,326.50 | \$30.6118 | \$37.6525 |
| | HWF1.3 | \$62,432 | \$2,393.00 | \$31.4868 | \$38.7288 |
| | HWF1.4 | \$64,088 | \$2,456.50 | \$32.3224 | \$39.7566 |
| | HWF1.5 | \$65,662 | \$2,516.80 | \$33.1158 | \$40.7324 |
| | HWF1.6 | \$67,396 | \$2,583.30 | \$33.9908 | \$41.8087 |
| HWF2 | HWF2.1 | \$65,662 | \$2,516.80 | \$33.1158 | \$40.7324 |
| | HWF2.2 | \$67,396 | \$2,583.30 | \$33.9908 | \$41.8087 |
| | HWF2.3 | \$69,550 | \$2,665.80 | \$35.0763 | \$43.1438 |
| HWF3 | HWF3 No qualification | \$70,100 | \$2,686.90 | \$35.3539 | \$43.4853 |
| | HWF3.1 | \$72,700 | \$2,786.60 | \$36.6658 | \$45.0989 |
| | HWF3.2 | \$74,320 | \$2,848.70 | \$37.4829 | \$46.1040 |
| | HWF3.3 | \$77,292 | \$2,962.60 | \$38.9816 | \$47.9474 |
| | HWF3.4 | \$80,851 | \$3,099.00 | \$40.7763 | \$50.1548 |
| | HWF3.5 | \$85,711 | \$3,285.30 | \$43.2276 | \$53.1699 |
| | HWF3.6 | \$91,305 | \$3,499.70 | \$46.0487 | \$56.6399 |
| | HWF3.7 | \$93,564 | \$3,586.30 | \$47.1882 | \$58.0415 |
| HWF4 | HWF3.8 Transitional | \$96,397 | \$3,694.90 | \$48.6171 | \$59.7990 |
| | HWF4 No qualification | \$92,003 | \$3,526.50 | \$46.4013 | \$57.0736 |
| | HWF4.1 | \$94,848 | \$3,635.50 | \$47.8355 | \$58.8377 |
| | HWF4.2 | \$99,092 | \$3,798.20 | \$49.9763 | \$61.4708 |
| | HWF4.3 | \$103,332 | \$3,960.70 | \$52.1145 | \$64.1008 |

| Classification level | Paypoint | Per annum | Per fortnight | Hourly rate | Casual rate per hour |
|----------------------|-----------------------|-----------|---------------|-------------|----------------------|
| | HWF4.4 | \$108,466 | \$4,157.50 | \$54.7039 | \$67.2858 |
| HWF5 | HWF5 No qualification | \$116,061 | \$4,448.60 | \$58.5342 | \$71.9971 |
| | HWF5.1 | \$119,651 | \$4,586.20 | \$60.3447 | \$74.2240 |
| | HWF5.2 | \$122,145 | \$4,681.80 | \$61.6026 | \$75.7712 |
| | HWF5.3 | \$125,336 | \$4,804.10 | \$63.2118 | \$77.7505 |
| | HWF5.4 | \$128,751 | \$4,935.00 | \$64.9342 | \$79.8691 |
| HWF6 | HWF6 No qualification | \$131,294 | \$5,032.50 | \$66.2171 | \$81.4470 |
| | HWF6.1 | \$135,354 | \$5,188.10 | \$68.2645 | \$83.9653 |
| | HWF6.2 | \$141,234 | \$5,413.50 | \$71.2303 | \$87.6133 |
| HWF7 | HWF7 No qualification | \$146,280 | \$5,606.90 | \$73.7750 | \$90.7433 |
| | HWF7.1 | \$150,804 | \$5,780.30 | \$76.0566 | \$93.5496 |
| | HWF7.2 | \$156,103 | \$5,983.40 | \$78.7289 | \$96.8365 |
| HWF8 | HWF8 No qualification | \$166,633 | \$6,387.00 | \$84.0395 | \$103.3686 |
| | HWF8.1 | \$171,788 | \$6,584.60 | \$86.6395 | \$106.5666 |
| | HWF8.2 | \$184,096 | \$7,056.40 | \$92.8474 | \$114.2023 |
| HWF9 | HWF9 No qualification | \$185,048 | \$7,092.90 | \$93.3276 | \$114.7929 |
| | HWF9.1 | \$190,770 | \$7,312.20 | \$96.2132 | \$118.3422 |
| | HWF9.2 | \$198,785 | \$7,619.40 | \$100.2553 | \$123.3140 |
| | HWF9.3 | \$207,822 | \$7,965.80 | \$104.8132 | \$128.9202 |
| | HWF9.4 | \$223,940 | \$8,583.60 | \$112.9421 | \$138.9188 |
| | HWF9.5 | \$233,324 | \$8,943.30 | \$117.6750 | \$144.7403 |

2. Phase 2 translation of roles and employees into new classification structure

2.1. No disadvantage

No individual employee will be disadvantaged in their ordinary earnings as a result of the introduction of the Phase 2 outcomes provided under HED 04/23 or this Schedule.

2.2. Initial translation process

- (a) All eligible employees translated to the finalised Aboriginal and Torres Strait Islander Health Workforce stream as set out in the diagram in Schedule 4.
- (b) The following additional transitional arrangements are provided for specified employee cohorts only:
 - (i) Employees who were at the highest increment of the following levels for 12 months or more at 1 May 2023 translated to the finalised Aboriginal and Torres Strait Islander Health Workforce stream as follows:
 - (A) HW2.5 to HWF1.5;
 - (B) HW4.4 to HWF3.4;
 - (C) HW5.4 to HWF3.6, where the employee held an approved Diploma or higher qualification;
 - (D) HW6.3 to HWF4.2;
 - (E) HW8.3 to HWF5.2;
 - (F) HW9.3 to HWF5.4;

- (G) AO3.4 to HWF3.5 (excluding AO3 classified Aboriginal and Torres Strait Islander Hospital Liaison Officers, who translated in accordance with clause 2.2(b)(vi) of this Schedule);
 - (H) AO4.4 to HWF3.8;
 - (I) AO6.4 to HWF5.3; and
 - (J) AO8.4 to HWF7.2.
- (ii) The operational and administration officer stream targeted training allowances ceased to apply to employees covered by the EB1 as of 1 May 2023, and became a part of the new base rate of pay. Phase 2 translations provided at clause 2.2 of this Schedule ensured eligible employees approved in accordance with *HR Policy G13 Targeted Training for Operational Stream Employees* or *HR Policy G14 Targeted Training for Administrative Officers* to not receive a loss of pay in this transition.
 - (iii) An employee aged 21 years or over that was classified at HW2.1 or HW2.2 translated to HWF1.3.
 - (iv) An employee occupying an Aboriginal and Torres Strait Islander Health Practitioner position that was classified at HW4 translated in accordance with the below arrangements:
 - (A) Employees at paypoint HW4.1 translated to paypoint HWF3.2, where only the Certificate IV was held; and
 - (B) Employees classified at HW4.1 and HW4.2 translated to paypoint HWF3.3, where an approved Diploma or higher qualification was held.
 - (v) An employee occupying an Aboriginal and Torres Strait Islander Health Worker position and employed at paypoint HW4.1 translated to HWF3.2, where an approved Diploma or higher qualification was held.
 - (vi) An employee occupying an Aboriginal and Torres Strait Islander Hospital Liaison Officer position that was classified at HW3, HW4 or AO3 translated to HWF3.5.
 - (vii) An employee appointed under the 2008 recruitment arrangement to complete a required qualification for an Aboriginal and Torres Strait Islander Health Worker or Aboriginal and Torres Strait Islander Health Practitioner role translated:
 - (A) to the applicable no qualification paypoint for the role they are intended to be appointed to, subject to completion of the required qualification, or
 - (B) if the applicable no qualification paypoint is less beneficial to the employee, in accordance with Schedule 4.
 - (viii) Aboriginal and Torres Strait Islander Health Workers (inclusive of Aboriginal and Torres Strait Islander Mental Health Alcohol and Other Drugs Health Workers) who had been personally progressed to HW4, HW5 or HW6 (IPA), or conditionally advanced under the Aboriginal and Torres Strait Islander Health Worker Conditional Advancement Scheme, and met the requirements of the applicable HR Policy at the time of translation, translated to the finalised Aboriginal and Torres Strait Islander Health Workforce stream at their progressed or conditionally advanced classification level, with this becoming their substantive classification level.

2.3. Increment dates

- (a) All employees maintain their previous increment date, and are eligible for their next increment on that date, except those listed in clause 2.3(b) of this Schedule.
- (b) The following employees will have their increment date default to 1 May for any future available increments:

- (i) those listed in clause 2.2(b)(i) of this Schedule;
 - (ii) DSO2.1,
 - (iii) DSO2.2; and
 - (iv) DSO1.1.
- (c) Employees who were classified as DSO1.2 incremented from HWF8.1 to HWF8.2 on 1 July 2023 (with no further increments available).
 - (d) Employees who were classified as HES2.4 incremented from HWF9.1 to HWF9.2 on 1 July 2023 (and no further).
 - (e) Employees who were classified as HES2.5 incremented from HWF9.2 to HWF9.3 on 1 July 2023 (and no further).

3. Employees exempted from holding a qualification where new and/or altered mandatory qualification requirements have been introduced under Phase 2

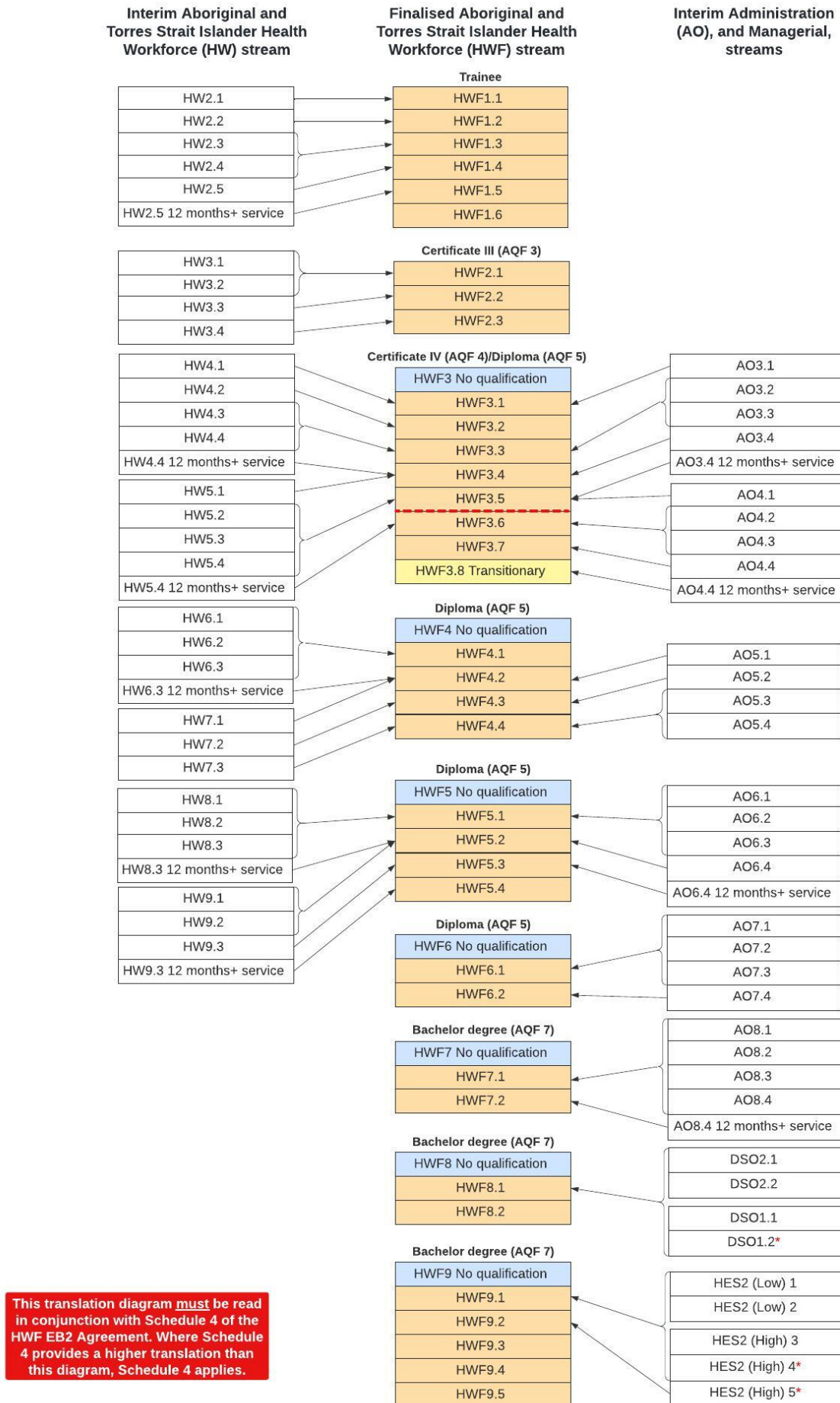
- 3.1. Where new and/or altered mandatory qualification requirements were introduced for a profession/role as a result of Phase 2, the requirement applies only to new employees commencing after the date of certification of this Agreement.
- 3.2. All employees appointed to an impacted role prior to the date of certification of this Agreement will be excluded from the requirement to hold the new and/or altered mandatory qualification(s) arising from Phase 2 while employed within the same profession/role type in Queensland Health.
- 3.3. For the avoidance of doubt, for Aboriginal and Torres Strait Islander Hospital Liaison Officers that transition to HWF3 during the Phase 2 translation process, the incrementation restriction at clause 41.3(b) of this Agreement does not apply. Such employees may increment to paypoint HWF3.6 and above without holding an approved Diploma or higher level qualification.

4. Employees required to obtain qualification where appointed to a role with existing mandatory qualification requirements under pre Phase 2 arrangements

- 4.1. Queensland Health acknowledges that a number of employees are appointed to roles without meeting the mandatory qualification requirements that existed prior to Phase 2.
- 4.2. In the transition process to the new classification structure, employees occupying the following roles will be required to hold the mandatory qualification for their role, unless in an exempt category outlined in clause 4.6 of this Schedule, or where granted an exemption due to exceptional circumstances in accordance with clause 4.5 of this Schedule:
 - (a) Aboriginal and Torres Strait Islander Health Workers,
 - (b) Aboriginal and Torres Strait Islander Mental Health Alcohol and/or Other Drugs Health Workers,
 - (c) Aboriginal and Torres Strait Islander Health Practitioners at classifications HW6 and above appointed from August 2022.
- 4.3. The specific qualification required to be held will be in accordance with the final Phase 2 arrangements, where this is more beneficial to the employee than the pre Phase 2 arrangements. This means:
 - (a) With consideration of any additional mandatory qualifications that may be approved for their role in accordance with clause 33.3(a) of this Agreement.
 - (b) Aboriginal and Torres Strait Islander Health Workers and Aboriginal and Torres Strait Islander Mental Health Alcohol and/or Other Drugs Health Workers classified at HW5 need only hold an approved Certificate IV. Such employees will however not be able to increment to paypoint HWF3.6 in accordance with clause 41.3(b) of this Agreement until an approved Diploma or higher qualification is completed.

- 4.4. The employee will be required to obtain the qualification within a reasonable time relevant to their circumstances, with Queensland Health providing financial and leave support. Recognition of prior learning (RPL) processes are to be undertaken to minimise course requirements wherever practicable.
- 4.5. Exemptions from the requirement to obtain a specified qualification may be considered on a case-by-case basis on demonstrated exceptional grounds, in accordance with principles to be developed by the Aboriginal and Torres Strait Islander Health Workforce Consultative Group.
- 4.6. Employees are exempted from the requirement in clause 4 of this Schedule to obtain a qualification, in the following circumstances:
 - (a) Aboriginal and Torres Strait Islander Health Workers and Aboriginal and Torres Strait Islander Mental Health Alcohol and/or Other Drugs Health Workers with approved conditionally advanced status in accordance with *HR Policy C44 Aboriginal and Torres Strait Islander Health Worker Conditional Advancement Scheme*, and
 - (b) Aboriginal and Torres Strait Islander Health Workers and Aboriginal and Torres Strait Islander Mental Health Alcohol and/or Other Drugs Health Workers provided with approved grandparenting arrangements under a previous classification structure transition.

SCHEDULE 5 – Phase 2 direct translation diagram



SCHEDULE 6 – Phase 3

1. HWF3 and above

- 1.1. The parties will develop the Phase 3 process for roles classified at HWF3 and above as outlined at clause 33.3(f) of this Agreement.

2. HWF2

- 2.1. A single time, centrally coordinated process will be conducted for all employees at the HWF2 classification who hold an approved Certificate IV or higher qualification for the HWF3 classification of their role.
- 2.2. An employee who meets the requirements of clause 2.1 of this Schedule will be directly appointed to HWF3 where the employee:
 - (a) submits the required application form, and copies of all required qualifications and registration (where applicable); and
 - (b) consents to performing all required duties of the higher HWF3 role within their team/unit. This includes any applicable on call, extended hours and/or shift work arrangements that apply to the role, provided they are outlined in writing to the employee; and
 - (c) is not subject to any unresolved and documented conduct or performance matters that have been put to the employee in writing, and where required, managed in accordance with the requirements of a relevant directive, such as the directives relating to positive performance management and discipline.
- 2.3. Where a HWF2 employee holds current registration with Ahpra as an Aboriginal and Torres Strait Islander Health Practitioner, subject to the agreement of the Hospital and Health Service, the employee may be appointed to a HWF3 Aboriginal and Torres Strait Islander Health Practitioner role under this process where clauses 2.1 and 2.2 of this Schedule are met.
- 2.4. For employees approved for reclassification under this process, the effective date of the reclassification to HWF3 will be:
 - (a) 1 May 2023, where the employee was employed in a HWF3 classified role and held an approved Certificate IV or higher qualification (including Ahpra registration, if applicable) as of this date, or
 - (b) The date after 1 May 2023 where the employee was employed in a HWF3 classified role and held the approved Certificate IV or higher qualification the HWF3 classification of their role (including Ahpra registration, if applicable).
- 2.5. An employee who is reclassified as a result of the clause 2 process under this Schedule is ineligible for further reclassification of their substantive position through Phase 3.

SCHEDULE 7 – HWF3 Aboriginal and Torres Strait Islander Hospital Liaison Officers paypoint processes

1. Recognition of cultural knowledge and expertise for the commencement of HWF3 Aboriginal and Torres Strait Islander Hospital Liaison Officers at paypoint HWF3.5

- 1.1. New employees appointed to a HWF3 Aboriginal and Torres Strait Islander Hospital Liaison Officer role to paypoints HWF3.1 to HWF3.4, or to the no qualification paypoint, who have significant experience, may have that experience recognised to allow commencement at paypoint HWF3.5, subject to assessment of their cultural knowledge and skills against the specified criteria.
- 1.2. Where an Aboriginal and Torres Strait Islander Hospital Liaison Officer applies under this process, the delegate may further approve an exemption from the requirement to hold an approved mandatory Certificate IV qualification subject to recommendation of the panel.
- 1.3. For an Aboriginal and Torres Strait Islander Hospital Liaison Officer approved by the delegate for appointment to HWF3.5 under this process:
 - (a) The effective date of appointment to paypoint HWF3.5 is the date of commencement in the role, where the Aboriginal and Torres Strait Islander Hospital Liaison Officer submitted the application within three months of commencement. Where an application is submitted more than three months after commencement in the role, the effective date of appointment to paypoint HWF3.5 is the date the application was submitted.
 - (b) Where an approved Certificate IV or higher qualification is not already held by the Aboriginal and Torres Strait Islander Hospital Liaison Officer, the employee will be required to obtain an approved qualification as a condition of employment, except where an exemption from this requirement has been approved by the delegate in accordance with clause 1.2 of this Schedule.
 - (c) Future incrementation to paypoint HWF3.6 for the Aboriginal and Torres Strait Islander Hospital Liaison Officer will occur only where an approved Diploma or higher qualification is held in accordance with clause 41.3(b) of this Agreement, or in accordance with the process provided under clause 2 of this Schedule.
- 1.4. **Assessment criteria**
 - (a) The assessment for appointment to paypoint HWF3.5 is based on Aboriginal and/or Torres Strait Islander cultural terms of reference and their environment in accordance with the following criteria:
 - (i) Recognised by their community as holding cultural knowledge and authority through their connections and life experiences;
 - (ii) Ability to demonstrate the importance of culture, family and community connections in health;
 - (iii) Demonstrated capability and understanding of applying Aboriginal and/or Torres Strait Islander protocols and be able to communicate it to future generations to build intergenerational cultural leadership and authority;
 - (iv) Responsive to cultural views, beliefs and knowledge systems which play an integral role in how Aboriginal and Torres Strait Islander people view their health and wellbeing; and
 - (v) Developed cultural competency in understanding the congruence of Aboriginal and/or Torres Strait Islander cultural rights, values and expectations in the context of healthcare delivery.

1.5. Delegate and conflicts of interest

- (a) The delegate for this process is the Executive Director of Aboriginal and Torres Strait Islander Health.
- (b) To support transparency of the assessment process, all parties involved in the assessment process (including panel members and delegates) must ensure any prior knowledge of applicants is declared and any conflicts of interest (whether actual or perceived) are identified, disclosed and managed in the public interest.

1.6. Submitting an application

- (a) The Aboriginal and Torres Strait Islander Hospital Liaison Officer is required to submit a written application addressing the assessment criteria at clause of this Schedule to the local Human Resource team. Supporting evidence should be attached where appropriate. The employee must nominate at least two cultural referees able to verify the claims made in the application.
- (b) The local Human Resource team will acknowledge receipt of the application.

1.7. Assessment panel

- (a) The delegate will convene a sufficiently skilled and appropriate three-member panel to undertake the assessment, in accordance with the following panel composition requirements:
 - (i) All panel members must identify as Aboriginal and/or Torres Strait Islander.
 - (ii) One panel member must be a representative of Together Queensland.
 - (iii) At least one panel member must have detailed knowledge of the Aboriginal and Torres Strait Islander Hospital Liaison Officer role.
 - (iv) At least one panel member must be external to the Hospital and Health Service/Division.
 - (v) If appropriate, consideration should be given to gender balance.
- (b) Potential panel members may include, but are not limited to, Aboriginal and Torres Strait Islander Health unit representatives, Office of First Nations Health representatives, Human Resources officers, the line manager, or a local community member.
- (c) One panel member may satisfy multiple of the panel composition requirements at clause 1.7(a) of this Schedule.
- (d) Panel members are required to identify and disclose their prior knowledge of applicants to the other panel members during the assessment process.

1.8. Assessment process

- (a) The assessment process must be fair and transparent, and consider how the applicant can take part in a way that is flexible, unbiased, culturally safe, inclusive and accessible. This may not be identical for every applicant. The panel may request an interview with the applicant to discuss their application further.
- (b) Following assessment of the applicant against the criteria in clause 1.4 of this Schedule, the panel will provide a report with the recommended outcome and rationale to the delegate.

1.9. Notifying applicant of outcome

- (a) Following approval by the delegate, the Aboriginal and Torres Strait Islander Hospital Liaison Officer will be advised in writing of the outcome of their application.
- (b) Applicants must be advised that they can request feedback from a panel member. Factual, constructive and sensitive feedback must be provided in a timely manner to any applicant who seeks feedback.

- 2. Increment advancement for Aboriginal and Torres Strait Islander Hospital Liaison Officers at paypoint HWF3.5, where an approved Diploma or higher qualification is not held**
 - 2.1. Queensland Health will develop an additional process which will enable Aboriginal and Torres Strait Islander Hospital Liaison Officers who have been at paypoint HWF3.5 for 12 months or more, but who do not hold an approved Diploma or higher qualification, to apply to have their cultural knowledge and expertise and sustained high performance in the role recognised enabling them to progress to paypoint HWF3.6.
 - 2.2. Queensland Health will develop the process within four months of certification of the Agreement, and will consult with the unions in relation to the proposed process.

SCHEDULE 8 – Appointment of suitable applicants without the required qualification(s)

1. Discretionary recruitment mechanism

- 1.1. In accordance with clause 37.5 of the *Aboriginal and Torres Strait Islander Health Workforce (Queensland Health) Certified Agreement (No. 2) 2023* (the Agreement), an applicant for a role classified at HWF3 and above, who does not hold the mandatory qualification(s) required for the role, may at the discretion of the delegate be employed at the applicable no qualification paypoint to complete the required qualification(s) where:
 - (a) The applicant has been assessed in accordance with sections 44 and 45 of the *Public Sector Act 2022* (PS Act) and *Public Sector Commission Directive 07/23 Recruitment and Selection* (Directive 07/23) to be the eligible applicant best suited to the position, and
 - (b) The applicant is willing and able to complete all required qualifications within an agreed period of time, subject to the provision of financial and leave support by the employer.
- 1.2. For the purpose of the PS Act and Directive 07/23, an employee appointed under these arrangements is deemed to be an eligible person, despite not holding the required mandatory qualification(s).
- 1.3. In deciding to make an offer to appoint an applicant under these arrangements, a person undertaking a recruitment and selection process must consider the applicant's ability to perform the requirements of the position, including to hold Ahpra registration where required, and may consider,
 - (a) the way in which the applicant carried out any previous employment; and
 - (b) the potential of the applicant to make a future contribution to Queensland Health; and
 - (c) the extent to which the proposed decision would contribute to fulfilment of Queensland Health's duty to promoting, supporting and progressing equity and diversity in employment, including:
 - (i) ensuring Aboriginal peoples and Torres Strait Islander peoples are able to pursue careers, and compete for recruitment, selection and promotion opportunities, in Queensland Health, and
 - (ii) achieving the objectives, strategies and targets stated in Queensland Health's equity and diversity plan.
- 1.4. For short term vacancies of a maximum of six months in total (inclusive of extensions of the initial temporary contract):
 - (a) A Hospital and Health Service/Division may waive the requirement for the successful applicant, other than an applicant who is substantively employed within the Aboriginal and Torres Strait Islander Health Workforce stream, to complete the required mandatory qualification(s).
 - (b) Where the successful applicant is substantively employed within the Aboriginal and Torres Strait Islander Health Workforce stream, the employee is required to commit to undertaking the required qualification(s), as appropriate to the circumstances. Dependant on the circumstances, this may not require the employee to enrol in the required qualification(s) within the period of the temporary contract, but may form part of the employees performance and development (PAD) planning in their substantive position. and they may receive financial support from the Education Scheme at Schedule 9.
- 1.5. Before an offer of employment is made under these arrangements, consultation with the local Human Resources unit must occur.

2. Employment conditions for employees appointed under no qualification arrangements

- 2.1. An employee appointed under the clause 37.5 and Schedule 8 no qualification arrangements of the *Aboriginal and Torres Strait Islander Health Workforce (Queensland Health) Certified Agreement (No. 2)*

2023 is required as a condition of employment to complete all mandated qualification(s) for the role within an agreed timeframe.

- 2.2. At the discretion of the Hospital and Health Service/Division, employment may be on either a fixed term temporary or permanent basis. Where appointment on a fixed term temporary basis is made against a permanent vacancy, the employment arrangement includes conversion to permanent status on completion of the required qualification, without a requirement to serve a probationary period where employed for three months or longer.
- 2.3. Where an employee is appointed on a temporary basis in accordance with clause 2.2 of this Schedule, employment will continue unless the employee is subject to unresolved and documented conduct or performance matters that have been put to the employee in writing or the position is subject to genuine organisational change in accordance with Part 11 'Organisational change and restructuring'.
- 2.4. Where a range of courses are available to satisfy the approved mandatory qualification requirements of the employee's role, course selection is to be made based on the most suitable course able to be completed at the earliest possible opportunity. Employees appointed to roles classified at HWF7 and above are required to select an appropriate Graduate Certificate (AQF level 8) or Graduate Diploma (AQF level 8) course instead of Bachelor degree qualifications (AQF level 7)¹.
- 2.5. The agreed timeframe to complete the required qualification is to be appropriate in consideration of the qualification(s) and employee circumstances. For Vocational Education and Training qualifications, the maximum timeframe to be offered is two years.
- 2.6. Financial and leave support will be provided under the Essential category of the Schedule 8 Education Scheme.
- 2.7. Recognition of prior learning (RPL) processes are to occur wherever applicable to minimise course requirements.
- 2.8. It is mandatory for employees appointed under the no qualification arrangements to participate in regular and documented progress discussions with their line manager. The first meeting must be held within one month of the employee commencing in the role, with future meetings to be held no less than six months apart. These progress discussions may occur as part of the performance and development processes conducted in accordance with *HR Policy G9 Performance and Development*.
- 2.9. Extensions of the timeframe to complete required qualification(s) may be approved by the delegate.

3. Obligations of line managers and delegates

- 3.1. Line managers and delegates responsible for employees appointed under these arrangements are required to:
 - (a) Ensure a performance and development agreement is implemented to support the employee in the workplace to complete the required qualification with the agreed timeframe.
 - (b) Ensure that employees are provided agreed and necessary support within the workplace to complete the required qualifications within the agreed timeframe.
 - (c) In accordance with clause 2.8 of this Schedule, schedule regular meetings with the employee to discuss progress with completing required qualifications.
 - (d) Where issues arise, promptly working with the employee to identify any work and non-work related factors that may be impacting their progress, and working collaboratively with the employee to assist with these issues where appropriate.
 - (e) Ensuring that all completed mandatory qualification are properly recorded in the payroll system.

¹ Following completion of the minimum mandatory qualifications required for the role, employees will be eligible to apply to study other relevant courses if desired under the Schedule 9 Education Scheme.

4. When the employee completes the required mandatory qualification(s)

- 4.1. On providing a certified copy of the required completed qualification to their line manager, an employee employed under the no qualification appointment arrangements is to be appointed as follows:
 - (f) For HWF3 to HWF8 roles, to the minimum eligible paypoint in accordance with clause 37 of this Agreement, except where a higher paypoint is approved by the delegate in accordance with clause 36 of this Agreement; or
 - (g) For HWF9 roles, to the applicable paypoint of the role.
- 4.2. Where an employee was appointed on a fixed term temporary contract against a permanent vacancy, the employee is to be converted to permanent status. Where the employee has been employed for three months or longer there will not be a requirement to serve a probationary period..
- 4.3. The date of effect of the paypoint advancement, and conversion to permanent status if applicable, is the date all required qualification(s) are completed in accordance with the certificate issued by the education provider.
- 4.4. The Hospital and Health Service /Division must ensure that a certified copy of the eligible qualification is provided as evidence that the employee has been awarded the full qualification before progressing the employee from the no qualification paypoint. Information provided by the employee that demonstrates partial completion or a particular component of a qualification will not be accepted.

5. When the employee does not complete required qualification(s), and/or is no longer enrolled or participating in required course

- 5.1. Where the employee is not satisfactorily progressing with the requirement to complete mandatory qualifications as agreed, a formal process is to commence. The process must be culturally safe, supportive, directed to the positive performance management principles, and take into account factors (work and non-work related) that may be affecting the employee:
 - (a) Non-work related issues that may be affecting an employee could include personal circumstances that may be impacting their work performance (for example, domestic violence, family and/or caring responsibilities, Sorry Business, cultural expectations or a medical condition)
 - (b) Work-related issues that may be affecting an employee could include workload issues or workplace conflict.
- 5.2. Should attempts to complete the required qualifications not be successful over a reasonable period and with appropriate and documented support of the Hospital and Health Service/Division, management of the employee is to occur on a case-by-case basis. The options to resolve are not limited, and may vary dependant on the circumstances. The local Human Resources unit may seek advice from the Department of Health's Human Resources Branch.
- 5.3. Consideration may be given to identifying another suitable position within the Hospital and Health Service/Division in accordance with the employee's employment contract, qualifications, skills and experience.
- 5.4. Without limiting the options available in accordance with clause 5.2 of this Schedule, should alternative employment within the Hospital and Health Service/Division not be appropriate and/or available:
 - (a) for permanent employees, management may occur in accordance with *Public Sector Commission Directive 01/22 Supporting Employees Affected by Workplace Change*, and
 - (b) for fixed term temporary employees, termination of employment with Queensland Health may occur.
- 5.5. A fixed term temporary employee terminated in accordance with clause 5.4(b) of this Schedule who has completed a minimum of 12 months continuous service with Queensland Health is to receive a separation payment of two weeks' full-time pay per full-time equivalent year of service and a proportionate amount for an incomplete year of service paid at the employee's appointed level. The separation payment is to be paid at the classification level the employee was appointed to at the end of the engagement. The minimum separation payment is four weeks' pay.

SCHEDULE 9 – Aboriginal and Torres Strait Islander Health Workforce education scheme

1. Education scheme

The Aboriginal and Torres Strait Islander Health Workforce Education Scheme (Education Scheme) has been created as an outcome of the clause 26 Phase 2 review of the *Aboriginal and Torres Strait Islander Health Workforce (Queensland Health) Certified Agreement (No. 1) 2019*.

The Education Scheme will enable Aboriginal and Torres Strait Islander Health Workforce stream employees to access leave and financial assistance to undertake eligible qualifications in specified circumstances to assist Queensland Health in meeting current and projected workforce needs. Queensland Health may alter and/or cease certain arrangements under the Education Scheme as particular workforce circumstances change and/or resolve over time.

The Education Scheme is centrally funded by the Department of Health.

The Education Scheme contains three categories of assistance:

1. Essential
2. Highly Desirable Level 1
3. Highly Desirable Level 2.

Criteria for each category and the nominated delegate are outlined in clause 3 of this Schedule. A HR policy will be created in accordance with clause 77.1(b)(A), which will include details of the eligible employees and the qualifications which will be supported under each category, alongside associated application forms.

Employees and managers have a shared responsibility to ensure minimal disruption to service delivery as a result of leave assistance under the Education Scheme. Where practicable, courses are to be undertaken at an institution as close as possible to where the employee works and in their own time. All leave is to be approved in advance by the employee's supervisor, taking into consideration the operational requirements of the work unit.

Where an employee is making an application under the Essential category to complete a mandatory requirement for their role/profession, the application is to be supported unless exceptional circumstances exist. This includes employees who have received an exemption from holding a qualification in the Aboriginal and Torres Strait Islander Health Workforce stream, and employees at classifications HWF2 and HWF3, where the higher Certificate IV and/or Diploma is not mandatory for their current classification level.

Other circumstances and qualifications provided under the Essential, Highly Desirable Level 1 and Highly Desirable Level 2 categories may be approved where the employee meets the relevant eligibility criteria.

Where a Hospital and Health Service, or a number of Hospital and Health Services within the same geographical area, have a large number of employees wishing to study the same qualification, consideration may be given to establishing and funding a locally delivered course. Utilisation of funding in such cases requires approval of the Human Resources Branch.

Following its introduction, the Education Scheme will be subject to a review which will consider the application of the scheme and finalise ongoing arrangements. The review will consider the support provided under each category of assistance, included qualifications, the sustainability of the Education Scheme, the effective and efficient use of public funds, the benefits to Queensland Health and the State of Queensland, and outcomes. The review will be completed by the nominal expiry of this Agreement and is subject to the approval of the Director-General or authorised delegate on advice from the Office of the Chief First Nations Health Officer and the HWFCG.

The review may recommend that Queensland Health alters or improves the support provided in the categories, and introduce caps and/or quotas for support under the Highly Desirable Level 1 and Highly Desirable Level 2 category.

2. General requirements

The following is to apply regarding the provision of the Education Scheme:

- Education Scheme funding is to be administered in a planned and consistent manner that ensures optimal use of Queensland Health funding. The use of these funds is to comply with all applicable legislation and in a manner that can withstand public scrutiny.
- Requests for leave, financial and/or travel and accommodation assistance are not to be unreasonably refused.

- Resources are to be managed to allow all applications for Education Scheme assistance to be considered in a fair and equitable manner.
- The Education Scheme is approved on a:
 - Per course or unit of competency basis, for Vocational Education and Training (VET) qualifications (AQF levels 2 to 6)
 - Per semester/trimester basis, for university qualifications (AQF level 5 and above).
- The Education Scheme must be clearly linked to learning and development through a performance and development (PAD) plan. Refer to *HR Policy G9 Performance and Development* for information on PAD.
- Paid leave or financial assistance under the Education Scheme will not be provided for an employee repeating a subject, unless the delegate considers that extenuating circumstances caused, or largely contributed to, failure to pass the subject. Such situations may include an extended illness, Sorry Business, pregnancy or personal issue.
- Any circumstances not covered, or otherwise approved, under the Education Scheme remain subject to standard Queensland Health study and training arrangements. Employees continue to have access to such arrangements including applications under *HR Policy G10 Study and Research Assistance Scheme (SARAS)*, local Hospital and Health Service training funding arrangements, scholarships/bursaries and/or by the employee self-funding the qualification, including by utilising their own professional development allowance and leave entitlements (where eligible).

3. Categories of assistance and delegation

| Description | Eligibility criteria | Delegate |
|---|--|---|
| Essential | | |
| Supports eligible employees to undertake specified qualifications and courses deemed critical to Queensland Health's current and projected workforce and service delivery and needs. | (a) Employed in the HWF stream on either a: <ul style="list-style-type: none"> (i) Permanent basis, or (ii) Fixed term temporary basis with six months continuous service, or (iii) On a fixed term temporary contract of six months or longer duration. (b) Current Performance and Development plan in place incorporating the proposed course of study. | HHS employees Executive Director of Aboriginal and Torres Strait Islander Health Department employees Chief First Nations Health Officer or nominated delegate |
| Highly Desirable Level 1 | | |
| Supports eligible employees to undertake additional specified qualifications that enhance and optimise Queensland Health service delivery, where the employee holds all mandatory requirements of their role/profession (including at least an approved Diploma, even if not required at the employee's current classification). All qualifications approved under the Highly Desirable Level 1 category must directly contribute to Queensland Health's ability to provide high quality and safe services for Aboriginal and Torres Strait Islander patients and communities. | (a) Employed in the HWF stream on either a: <ul style="list-style-type: none"> (i) Permanent basis, or (ii) Fixed term temporary basis with 12 months continuous service, or (iii) On a fixed term temporary contract of 12 months or longer duration. (b) Completed all mandatory qualification requirements for their role/profession, including at least an approved Diploma. (c) Current Performance and Development plan in place, confirming all performance requirements are being met, and incorporating the proposed course of study. | HHS employees Executive Director of Aboriginal and Torres Strait Islander Health Department employees Chief First Nations Health Officer or nominated delegate |

| Description | Eligibility criteria | Delegate |
|---|--|--|
| Highly Desirable Level 2 | | |
| <p>Supports eligible employees to undertake specified university level qualifications that directly contribute to Queensland Health's ability to meet current and projected workforce and service delivery and needs, and/or contribute to Closing the Gap targets.</p> <p>Where an employee is not eligible to undertake a university qualification under 'Essential' or Highly desirable level 1 categories employees may apply for support under the Highly Desirable Level 2 category to study a university course at the Bachelor degree (AQF level 7) or higher that is directly relevant to employment within the Aboriginal and Torres Strait Islander Health Workforce stream, and/or a qualifying degree in a mainstream clinical profession employed by Queensland Health.</p> | <p>(a) Employed in the HWF stream on a permanent basis.</p> <p>(b) Completed all mandatory qualification requirements for their role/profession, including at least an approved Diploma.</p> <p>(c) Current Performance and Development plan in place, confirming all performance requirements are being exceeded, and incorporating the proposed course of study.</p> | <p>HHS and Department employees Chief First Nations Health Officer or nominated delegate</p> <p>Where a qualifying degree in a mainstream clinical profession is proposed Endorsement of the application from the relevant Hospital and Health Services/Divisional clinical Executive Director and professional lead is required*.</p> |

*The clinical Executive Director and professional lead will collaborate with the Executive Director of Aboriginal and Torres Strait Islander Health to maximise the employee's access to internal professional support, mentoring, placement and job shadowing opportunities throughout the course of study.

For all applications submitted by Executive Directors of Aboriginal and Torres Strait Islander Health, the delegate is the Chief First Nations Health Officer.

Applications that are not supported by the employee's line manager are required to be forwarded to the delegate for consideration, with reasons for why the application has not been supported. Following a discussion with the line manager the delegate may approve an application, even where not supported by the employee's line manager.

4. Financial assistance

Financial assistance is provided under the Education Scheme to assist employees pay VET course fees, tuition fees, higher education contribution scheme (HECS-HELP), FEE-HELP and other directly related fees. Where no alternative course can be accessed within the employee's local area, or be reasonably undertaken externally/online, travel and accommodation assistance will be provided to the employee where support under the Education Scheme is approved. Delegates may give consideration to the particular learning preferences of the employee in their application.

Where external funding source/s may also be available (for example, subsidised course costs, scholarships, bursaries, travel costs etc.), employees will be required to apply for these sources where eligible to supplement Queensland Health's contribution.

Approval for financial assistance is at the discretion of the delegate. The maximum financial assistance that can be provided is as follows:

| Category | Financial assistance |
|---------------------------------|--|
| Essential | <p>VET qualifications and preparatory/study support programs No limit on payment or reimbursement of all course and associated costs¹</p> <p>University qualifications No limit on reimbursement of all course costs No limit on payment or reimbursement of associated costs¹</p> |
| Highly Desirable Level 1 | <p>VET qualifications Payment or reimbursement of course costs up to a maximum of \$12,000 per year, or \$3,000 per unit/subject. No limit on payment or reimbursement of associated costs¹</p> <p>University and other courses/qualifications Reimbursement of course costs up to a maximum of \$12,000 per year, or \$3,000 per unit/subject.</p> |

| Category | Financial assistance |
|---------------------------------|---|
| | No limit on payment or reimbursement of associated costs ¹ |
| Highly Desirable Level 2 | Reimbursement of course costs up to a maximum of \$12,000 per year, or \$3,000 per unit/subject. No limit on payment or reimbursement of associated costs ¹ |

¹ Associated costs include, as examples, travel expenses, field trips, laboratory fees, etc.

Employees may elect to have the course costs paid upfront to the education provider in accordance with the above table. The option to have course costs paid upfront may be ceased in accordance with clause 6 of this Schedule.

For costs paid to employees on reimbursement, financial payment is conditional upon employees passing the subject/s undertaken and/or meeting the requirements of their educational institution during the semester/year.

Education Scheme financial support does not cover:

- membership fees for professional associations
- textbooks, handbooks or periodicals
- reimbursement of late fees and other fines/penalties levied by an education provider.

5. Leave assistance

Leave assistance is provided to assist employees in balancing work and study requirements. Maximum amounts of leave have been determined are shown in the table below and approval is subject to the discretion of the delegate. There is no cumulative leave for any category.

Education Scheme leave is only granted for normal working days/hours of a part-time employee and at the appropriate ratio of part-time hours.

| Type of leave | Essential | Highly Desirable Levels 1 and 2 |
|---|--------------------------------------|--|
| Study leave Preparation for examinations, assignments and other course assessment requirements. | Unpaid leave - no limit ¹ | Maximum of 15 days unpaid leave per year ¹ |
| Course attendance leave Attendance at courses <u>during work hours</u> (including necessary travel time), <u>provided attendance requirements are not available outside work hours.</u> | Paid leave - no limit | Paid leave up to a maximum of eight hours per week ² |
| Examination leave Examinations held <u>within work hours</u> (including necessary travel time). | Paid leave - no limit ⁴ . | Paid leave - no limit ⁴ |
| Residential or practical placement leave | Paid leave - no limit | Compulsory attendance - up to a maximum of 20 days per year paid leave, with the remainder to be without pay. Non-compulsory attendance - up to 25 days per year leave without pay or debited to recreation/long service leave. |

¹ Employees may also use accrued time (if applicable) or access annual/recreation leave or long service leave (full/part day or on half pay) for study purposes subject to the discretion of the delegate.

² This excludes the minimum period allowed for lunch (or equivalent) e.g. a maximum of 1.5 hours leave between 12 noon and 2:00pm. Employees on standard hours, working shift work, etc may take the leave during their normal hours of duty.

³ Available for examinations held on work days between 9:00am and 5:00pm, or other approved standard hours of duty, provided the examination requirements cannot be satisfied outside these hours. This excludes the minimum period allowed for lunch (or equivalent) e.g. a maximum of 1.5 hours leave between 12 noon and 2:00pm.

6. Managing unacceptable academic progress for courses approved under the Education Scheme

Where an employee is eligible to have costs paid upfront to the education provider, continuation of Education Scheme financial support is dependent upon the employee passing the units/subjects undertaken, and meeting all compulsory requirements of their education provider during the semester/year. Where these requirements are not being met, the delegate has the discretion to:

- Cease further upfront payments to the education provider, and revert to reimbursement on the employee providing evidence of completion of units/subjects, or

- (b) Suspend support under the Education Scheme.

The process for managing unacceptable academic progress for courses approved under Education Scheme must be culturally safe, supportive, directed to the positive performance management principles, and take into account factors (work and non-work related) that may be affecting the employee:

- (a) Non-work related issues that may be affecting an employee could include personal circumstances that may be impacting their work performance (for example, domestic violence, family caring responsibilities, Sorry Business, cultural expectations or a medical condition)
- (b) Work-related issues that may be affecting an employee could include workload issues, workplace conflict or poor communication.

Before a change to arrangements under the Education Scheme occurs, documented discussions are to occur with the employee, including clarifying any extenuating circumstances impacting their studies, and additional supports that may be required.

7. Employee grievances

Disputes in relation to the application to the schedule will be managed in accordance with 'Prevention and Settlement of Disputes Relating to the Interpretation, Application or Operation of this Agreement' contained at clause 12 of this Agreement.

SCHEDULE 10 – Hospital and Health Service and location/facility categories

| Location/facility category | | | |
|--|--|---|---|
| Category A | Category B | Category C | Category D (Remote Incentive Scheme) |
| Cairns and Hinterland Hospital and Health Service | | | |
| <ul style="list-style-type: none"> Atherton Babinda Herberton Innisfail Malanda Mareeba Millaa Millaa Mossman Ravenshoe Tully | | <ul style="list-style-type: none"> Cairns Gordonvale Yarrabah | <ul style="list-style-type: none"> Chillagoe Cow Bay (Diwan) Croydon Dimbulah Forsayth Georgetown Mt Garnet |
| Central Queensland Hospital and Health Service | | | |
| <ul style="list-style-type: none"> Baralaba Biloela Blackwater Cracow Dingo Emerald Moura Springsure Theodore Tieri | | <ul style="list-style-type: none"> Duaringa Gladstone Marlborough Mt Morgan Rockhampton Yeppoon | <ul style="list-style-type: none"> Capella Gemfields Many Peaks Woorabinda |
| Central West Hospital and Health Service | | | |
| | <ul style="list-style-type: none"> Alpha Barcaldine Blackall Longreach Winton | | <ul style="list-style-type: none"> Aramac Bedourie Birdsville Boulia Isisford Jundah Muttaburra Tambo Windorah Yaraka |
| Children's Health Queensland Hospital and Health Service | | | |
| | | <ul style="list-style-type: none"> Queensland Children's Hospital | |
| Darling Downs Hospital and Health Service | | | |
| <ul style="list-style-type: none"> Cherbourg Chinchilla Dalby Goondiwindi Inglewood Jandowae Kingaroy Meandarra Miles Millmerran Moonie | | <ul style="list-style-type: none"> Baillie Henderson Oakey Toowoomba | |

| Location/facility category | | | |
|--|------------|---|--|
| Category A | Category B | Category C | Category D (Remote Incentive Scheme) |
| <ul style="list-style-type: none"> • Murgon • Nanango • Stanthorpe • Tara • Taroom • Texas • Wandoan • Warwick • Wondai | | | |
| Department of Health* | | | |
| | | <ul style="list-style-type: none"> • Brisbane | |
| Gold Coast Hospital and Health Service | | | |
| | | <ul style="list-style-type: none"> • Gold Coast • Robina | |
| Mackay Hospital and Health Service | | | |
| <ul style="list-style-type: none"> • Bowen • Clermont • Collinsville • Dysart • Moranbah • Proserpine | | <ul style="list-style-type: none"> • Mackay • Sarina | |
| Metro North Hospital and Health Service | | | |
| | | <ul style="list-style-type: none"> • Caboolture • Kilcoy • Redcliffe • Royal Brisbane and Women's • The Prince Charles | |
| Metro South Hospital and Health Service | | | |
| | | <ul style="list-style-type: none"> • Beaudesert • Logan • Princess Alexandra • Queen Elizabeth II • Wynnum • Dunwich • Redland | |
| North West Hospital and Health Service | | | |
| | | | <ul style="list-style-type: none"> • Burketown • Camooweal • Cloncurry • Dajarra • Doomadgee • Julia Creek • Karumba • McKinlay • Mornington Island • Mount Isa • Normanton |

| Location/facility category | | | |
|---|--|--|---|
| Category A | Category B | Category C | Category D (Remote Incentive Scheme) |
| South West Hospital and Health Service | | | |
| <ul style="list-style-type: none"> • Dirranbandi • Injune • Mitchell • Mungindi • Roma • St George • Surat | <ul style="list-style-type: none"> • Augathella • Charleville • Cunnamulla • Quilpie | | <ul style="list-style-type: none"> • Bollon • Morven • Thargomindah • Wallumbilla |
| Sunshine Coast Hospital and Health Service | | | |
| | | <ul style="list-style-type: none"> • Caloundra • Gympie • Maleny • Nambour • Sunshine Coast University Hospital | |
| Torres and Cape Hospital and Health Service | | | |
| | | | <ul style="list-style-type: none"> • Aurukun • Badu Island • Bamaga • Malu Kiwai (Boigu Island) • Coen • Cooktown • Dauan Island • Erub/Darnley Island • Gaidora/Seisia • Hope Vale • Iama/Yam Island • Kowanyama • Kubin Village on Moa Island • Laura • Lockhart River • Mabuiag Island • Malakoola/Napranum • Mapoon • Masig/Yorke Island • Mer/Murray Island • New Mapoon/Patha Nydje • Ngurapai/Horn Island • Poruma/Coconut Island • Pormpuraaw • Saibai Island • St Pauls Village on Moa Island • Thursday Island • Ugar/Stephen Island • Umagico/Ngaachi Kuungka • Warraber/Sue Island • Weipa |

| Location/facility category | | | |
|---|---|---|---|
| Category A | Category B | Category C | Category D (Remote Incentive Scheme) |
| | | | • Wujal Wujal |
| Townsville Hospital and Health Service | | | |
| <ul style="list-style-type: none"> • Ayr • Charters Towers • Home Hill • Ingham | <ul style="list-style-type: none"> • Hughenden | <ul style="list-style-type: none"> • Magnetic Island • Townsville | <ul style="list-style-type: none"> • Palm Island • Richmond |
| West Moreton Hospital and Health Service | | | |
| | | <ul style="list-style-type: none"> • Boonah • Esk • Gatton • Ipswich • Laidley • The Park | |
| Wide Bay Hospital and Health Service | | | |
| <ul style="list-style-type: none"> • Biggenden • Eidsvold • Gayndah • Monto • Mundubbera | | <ul style="list-style-type: none"> • Bundaberg • Childers • Gin Gin • Hervey Bay • Mt Perry • Maryborough | |

* For Department of Health employees working outside of Brisbane, the location/facility category will be in accordance with the relevant Hospital and Health Service facility/location as above.

Signed for and on behalf of the State of Queensland (Queensland Health):

| | |
|----------------------|----------------------|
| | <u>Michael Walsh</u> |
| | Print name |
| <u>Michael Walsh</u> | <u>6/06/2024</u> |
| Signature | Date |

In the presence of:

| | |
|---------------------------|---------------------------|
| | <u>Elizabeth Culleton</u> |
| | Print name |
| <u>Elizabeth Culleton</u> | <u>6/06/2024</u> |
| Signature | Date |

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

| | |
|-------------------|-------------------|
| | <u>Alex Scott</u> |
| | Print name |
| <u>Alex Scott</u> | <u>4/06/2024</u> |
| Signature | Date |

In the presence of:

| | |
|----------------------|----------------------|
| | <u>James Douglas</u> |
| | Print name |
| <u>James Douglas</u> | <u>4/06/2024</u> |
| Signature | Date |

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

| | |
|-----------------------------|-----------------------------|
| | <u>Stacey Lee Schinnerl</u> |
| | Print name |
| <u>Stacey Lee Schinnerl</u> | <u>7/06/2024</u> |
| Signature | Date |

In the presence of:

| | |
|--------------------|--------------------|
| | <u>Mark Raguse</u> |
| | Print name |
| <u>Mark Raguse</u> | <u>7/06/2024</u> |
| Signature | Date |