



Enquiries to: Katrina McGill
Senior Director
Employment Relations
HR Branch
Telephone: 3708 5140
File Ref: C-ECTF-19/15193

Queensland Health

Mr Alex Scott
General Secretary
Together Queensland, Industrial Union of Employees
PO Box 3272
SOUTH BRISBANE QLD 4101

Email: registry-list@together.org.au

Dear Alex

Further to the offer letter dated 27 September 2019, I am writing to notify you that all parties have now agreed in-principle for the replacement agreement to the *Queensland Public Health Sector Certified Agreement (No 9) 2016*.

Attached to this letter is the Departments' final package.

Departmental officers will schedule to meet with officers of your union in the new year to commence drafting of the new agreement.

In the interim if you have any questions please do not hesitate to contact Ms Katrina McGill, Senior Director, Employment Relations, Human Resources Branch via telephone on 3708 5140 or via email on Katrina.McGill@health.qld.gov.au

Yours sincerely

Dr John Wakefield PSM
Director-General

24 December 2019

EB10 Enterprise bargaining

24 December 2019

Final EB10 Package for Administrative, operational, professional and technical employees.

Wages and Other Payments

- A 2.5% per annum wage increase (back dated to 1 September 2019).
- A one-off payment of \$1250 for employees covered by EB10 at the date of certification (pro-rated for part time and casual employees).
- An indexation of relevant allowances by 2.5% per annum.
- Increase foul linen allowances to \$2 per day.
- Locality Allowance for 001-005 and A01-A05 employees on Mornington Island, Palm Island and the Torres Strait Islands, applies Directive 16/18 to these employees. The allowances is for all 001-005 and A01-A05 employees and not just Aboriginal and Torres Strait Health Workers.
- Uniform allowance or the provision of a uniform for Home and Community Care Workers.
- Laundry allowances for Home and Community Care Workers.
- Introduction of a Semi-trailer Driver Allowances.
- Extend Truck Driver Allowances to 003 Transport Supervisors when driving.
- Extend 002 Truck Driver Allowance to 002 bus drivers.
- Increase clinical coders allowance to \$100 per week.
- Review of HR Policies C29 and C30 (that provide mental health and environmental allowances) to include current.
- Confirmation that the table for the x-ray payment allowance in clause 2.3 of \$11.87 (year 1) per fortnight will be amended to reflect that the environmental allowances are weekly and not fortnightly as previously indicated.
- Clarification that the discretionary attraction and retention incentive of up to 10% of the employee's base rate payments are for a pre-determined period and are not for the purpose of providing performance-based rewards.

Reporting, Consultation and Life and Operation of the Agreement

- A three-year agreement with a nominal expiry of 31 August 2022.
- Commencement of negotiations to replace EB10 six months prior to nominal expiry of the proposed Agreement.
- Use of the prevention and settlement of disputes clause to resolve all disputes relating to the interpretation, application and operation of the Agreement. Queensland health committed to the existing wording to resolve disputes and withdrew the claim to use the Provision and Settlement of disputes clause to resolve all disputes relating to the interpretation, application and operation of the agreement relating to clause 5.1.7, 6.1.6 and 10.4.5.
- Amend HR Policy F4 "union encouragement" to include portable devices as an option when providing reasonable access to computers.
- A separate stand-alone certified agreement will be developed for Aboriginal and Torres Strait Islander Health Workforces.



- Creation of a clinical assist stream for inclusion in the Health Practitioners and Dental Officers (HPDO) agreement.
- Inclusion of Health and Wellbeing Queensland and Professionals Australia as parties to the agreement.
- Continued commitment to brief unions twice a year with respect to the budget situation.
- Improved employment information to unions (excluding contract reporting) will occur centrally on a quarterly basis with reports provided in excel format.
- Proposal to extend the replacement of existing timeframes to be forwarded to union/s for agreement ahead of timeframes, with matters to be noted at the next Health Consultative Forum (HCF).
- A review of the terms of reference for the HCF to include, but not limited to, the tabling of new or amended employment policies/guidelines at Health Consultative Forums.
- Annual reporting by HHS to unions on the number of times the attraction and retention incentive payments were made in the preceding year.

Employment Security, Organisational change and No contracting out

- Continued commitment to maximising permanent employment with no contracting out or leasing of existing operational services, currently provided by the operational stream.
- No downgrading of occupied positions during the life of the agreement other than through organisational change processes.
- Continuation of Home and Community Care services (subject to funding). HHS currently providing home and community care services will continue to make funding applications and provide those services subject to the continuation of funding. In the event of funding/HACC services being discontinued, QH will advise affected staff and relevant unions as soon as practicable. QH will work with staff and relevant unions in considering the following:
 - Other employment opportunities with the HHS; and
 - Where possible, employees may take up employment with the new provider; and
 - As a last resort, receive a voluntary redundancy offer.
- Minimise the duration and complexity of organisational change where possible. Agreed clause as follows:

Queensland Health will amend clause 4.1.6 to read: 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 undertake 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.

- Consultation with the employees and unions when introducing technological change that is likely to have significant effects on employees. Commitment to provide a just transition for workers who will be impacted by introduction of new technology. Agreed clause as follows:

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.

- Continued commitment to operate the Lady Ramsay Child Care Centre.

RECRUITMENT, EMPLOYMENT STATUS AND HOURS OF WORK/FLEXIBLE WORK

Hours of work

- Updating of QAS Hours of Work Arrangements including: clarifying entitlements are pro-rated for part time employees, reinstatement of spread of hours/travel time arrangements for casual Community Education Trainers, adjustment of wording to reflect use of corporate timesheet arrangements and Directive reference updates.

Recruitment

A commitment to notify an employee of the order of merit they are placed if an order of merit occurs during a recruitment process. The notification of the position in the order of merit they are placed relates to employees meeting the key attributes and considered suitable for future appointment within 12 months, subject to delegate consideration.

Temporary Employment

- Temporary employees are to be engaged in accordance with HR Policy B24 and B25, with their contracts of employment reflecting the actual duration of the engagement and the reason for the engagement being temporary.
- An agreed clause as follows:

Temporary and Casual Conversion

1. The parties recognise that permanent employment is the preferred type of engagement under this agreement and are committed to maximising permanent employment where possible. Casual or temporary forms of employment should only be utilised where permanent employment is not viable or appropriate.

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

3. Where an outcome decision made under either directive (01/17 or 08/17) is contested and before any appeal has been lodged in accordance with the Public Service Act 2008, the following procedures will apply:

3.1 The employee's union representative and/or the employee (the notifier) concerned may raise the contested decision with the decision maker to seek to resolve the matter; and

3.2 If the matter is not resolved, the employee's union representative and/or the employee concerned may then raise the contested decision with the Human Resources Branch (HRB) within the Department of Health; and

3.3 If a contested decision is raised under clause 3, the delegate's contested decision is set aside until the subsequent procedures have been completed; and

3.4 In raising the contested decision with HRB, the notifier needs to provide all relevant material that provides sufficient detail to enable a decision to be made;

3.5 The nominated HRB representative will arrange a conference of the HHS or Division representative(s), the Department of Health and the relevant union and/or individual who raised the matter. This process should not extend beyond 21 days; and

3.6 The purpose of the conference is in attempt to reach agreement; and

3.7 If agreement cannot be reached at the conference outlined in clause 3.4 and the Department of Health arrives at a decision contrary to the original decision maker

(Delegate), this will be communicated in writing to the original decision maker (delegate) in order to implement the decision, and the party or parties who raised the disputed decision; and

3.8 If the above process does not resolve the issue, the employee retains the ability to access the appeals mechanism of the Public Service Act 2008.

3.9 To be clear the timeframes in the above procedure outlined in clause 3 will not impede the timeframes provided for within section 197 of the Act.

4. The employer will provide reports on the conversion of temporary and casual employees that contain classification stream and occupational type for employees covered by this agreement to the EB10 Implementation Group (EB10IG) on a quarterly basis.

5. 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.

Part-time Employment matters

- Part time employees to advance through increments on an annual basis.
- Permanent part time employees to be offered additional hours/days up to and including to full time hours (64 hours maximum for permanent employees remains).
- Agreement to include HPDO Part-Time provisions, "Where an employee works more than their contracted hours on a regular basis over a twelve (12) month period, the employee may request an amended part-time contract to reflect the increased hours. Such requests should not be unreasonably refused".

Leave, flexible work and inclusion

- Continued support for breast feeding mothers will include Public Service Commission information and wording from the Queensland Health external website to be included in EB10.
- Improved employee access to flexible working arrangements
- Kinship recognition for Aboriginal and Torres Strait Islander employees accessing bereavement leave by amending Policy C11 to read:

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. Particular consideration should be given to cultural or other significant personal circumstances such as recognising kinship for Aboriginal and Torres Strait Islander employees.

- Improved recognition of culture diversity and respect.
- Equity and Requests for Flexible Working Arrangements will be separate clauses.
- Queensland Health will consider the HPDO agreement equity clause 54 for inclusion into EB10.
- Establish a process to consider compassionate transfers.
- Queensland Health provides Domestic and Family Violence additional wording for insertion at clause 9.4.5:

The Employer will commit to promoting Queensland Health's commitment to supporting victims of domestic and family violence via their employee

orientation and promote the Recognise, Respond, Refer domestic and family violence online training’.

- Commitment to assisting staff balance their work-life balance. The following words will be inserted to the current clause 10.3 Allocation of Duties and Work/Life Balance. Agreed wording as follows:

10.3.5 The parties commit to ensuring work life balance is genuinely considered when developing rosters.

WORKPLACE HEALTH AND SAFETY, WORKLOAD MANAGEMENT AND SAFE BEHAVIOUR

- And ongoing commitment to workplace health and safety. Agreed clause as follows:

PART 7 – WORKPLACE HEALTH AND SAFETY

- 7.1 *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.*
- 7.2 *The parties to this agreement are committed to continuous improvement in work health and safety outcomes through the implementation of an organisational framework which involves all parties in preventing injuries and illness at the workplace by promoting a safe and healthy working environment. All employees will be assisted in understanding and fulfilling their responsibilities in maintaining a safe working environment.*
- 7.3 *The Queensland Health Workplace Health and Safety Advisory Committee comprising representatives of the Queensland Department of Health and Hospital and Health Services and the public health sector unions which will continue to oversight progress on work health and safety issues. The safety advisory committee will receive regular reports on the status of reported safety issues.*
- 7.4 *Workplace health and safety disputes that are unresolved at the local level in accordance with clause 1.12.5(b) may be escalated to the Queensland Health Workplace Health and Safety Advisory Committee for resolution.*
- 7.5 *Further, without limiting the issues which may be included, the parties agree to address the following issues:*
- *aggressive behaviour management;*
 - *guidelines for work arrangements (including hours of work);*
 - *guidelines on security for health care establishments;*
 - *home care workers entering properties;*
 - *injured workers to have the opportunity to be re-trained in alternative areas/departments;*
 - *injury management;*
 - *management of ill or injured employees;*
 - *personal protective equipment;*
 - *psychosocial issues;*
 - *security for administrative staff in frontline positions;*
 - *supply of mobile phones for Home Care workers;*
 - *the correct footwear is provided, or an appropriate allowance for staff to purchase footwear when working in callings where footwear is a critical safety issue e.g. laundries, kitchens and horticultural staff;*
 - *workers compensation;*

- *working off-site; and*
 - *workplace bullying.*
- 7.6 *The employer is committed to the establishment of safety committees in accordance with the Work Health and Safety Act 2011.*
- 7.7 *Workplace bullying will be a standing agenda item for safety committees.*
- 7.8 *The parties commit to working collaboratively to promote and implement the WHSQ Work Health and Safety Consultation, cooperation and coordination Code of Practice 2011.*
- 7.9 *The parties acknowledge that fatigue management is a health and safety issue and will manage it in accordance with legislative health and safety obligations.*
- 7.10 *The parties commit to ensure that appropriate feedback is provided to employees who raise workplace health and safety matters.*
- 7.11 *The parties agree to review the following workplace health and safety issues within 12 months of certification the existence and operation of safety committees and their membership.*
- Continued commitment to workload management clauses.
 - Development of training on the use of the workload management tool within 12 months of certification. The training will be promoted to all employees and be available online.
 - Queensland Health will include pro-active statements/principle into the workload management supporting tools and documents which are to be reviewed during the first 12 months after certification.

Reviews

- Review of wards persons/porterage classifications.
- Joint review of QAS A02 positions utilising JEMS and/or benchmarking as agreed.
- A review of clinical coders by 31 December 2020 with implementation of agreed recommendations during the life of the agreement. Agreed clause as follows:

1. Review of clinical coding

1.1 *A review of clinical coders will be undertaken and include, but not limited to, staffing levels, education, and wages, in relation to meeting current and future clinical coding needs of Queensland Health.*

1.2 *The Review to include:*

- 1.2.1 *numbers of clinical coders needed to meet coding requirements; and*
- 1.2.2 *trainee numbers entering the system to satisfy current and future needs; and*
- 1.2.3 *education process for clinical coders; and*
- 1.2.4 *opportunities for traineeships for the existing Queensland Health workforce; and*
- 1.2.5 *the effectiveness of remuneration rates to attraction and/or retention of clinical coders in Queensland Health; and*
- 1.2.6 *any other items agreed to by the parties.*

1.3 *The parties will agree on a terms of reference for the Review and the review will be completed by 31 December 2020.*

1.4 *A review working group will be formed for the review of clinical coders, with membership comprised of representation from the Department of Health, Hospital and Health Services and unions, the number and composition relevant to the particular review being conducted.*

- 1.5 A fund of \$1 million will be established to fund agreed cost related recommendations arising from the review and this clause (1.5) applies to the extent of any inconsistency with clause 12.2.2
- 1.6 Release of funds outlined in clause 1.5 for the agreed cost related recommendations arising out of the review will be subject to approval by the Director General, Queensland Health utilising departmental briefing processes.
- 1.7 Prioritisation of the agreed cost related recommendations for funding under 1.5 will be determined by agreement between the parties.
- 1.8 No further funds will be made available throughout the life of this agreement for cost related recommendations arising out of the review beyond the funds outlined in clause 1.5.
- 1.9 Agreed non-cost recommendations of the review arising from the review will be implemented during the life of the agreement.
- 1.10 Any disputes arising from the review will be dealt with pursuant to clause 1.11 Prevention and Settlement of Dispute Relating to the Interpretation, application or Operation of this Agreement.

Training and related matters

- Increase Administrative and Operational services training allocations from 180 to 200 per year (totalling 600 places) for the life of the agreement (no loss of places to HPDO agreement).
- Apply recognition of prior learning and recognition of current competencies for operational stream employees through the Operational Services training fund.
- Security Officers are to receive 2 days of paid team training.

Provision specific to Operational Stream

- A commitment to proactively encourage and manage safe behaviour in the workplace. Agreed clause as follows:

10.4 Workplace behaviour

10.4.1 The employer agrees to commission external expert advice on how to better prevent and respond to bullying and harassment in the workplace. The purpose of this advice will be to provide the employer with effective strategies to reduce instances of bullying in the workplace and improved processes for handling bullying complaints.

10.4.2 The terms of reference and the external experts commissioned to members of the advisory panel are to be agreed between the employer and the AWU.

10.4.3 The terms of reference will provide, inter alia, that employees (through their unions) will be able to make submissions directly to the advisory panel.

10.4.4 The terms of reference will also provide for an organisational health assessment to be conducted at a number of nominated worksites for the purposes of informing the advice on strategies to reduce instances of workplace bullying.

10.4.5 The parties agree that this process will commence within one month of certification of the agreement, and the employer will action the advice provided within six months of receiving it.

- A commitment to workload management in operational context. Agreed clause as follows:

5.1 Workload Management

5.1.1 *The parties acknowledge the importance of workload management as a critical issue in the workplace. The parties acknowledge the importance of determining role allocations, hours of work, overtime and higher duties in a fair and reasonable manner, taking into account operational requirements and workload implications.*

5.1.2 *The employer acknowledges the duty of care to both staff and patients to provide a safe environment for the delivery of health services and is therefore committed to the maintenance of staffing levels to ensure the delivery of quality health services.*

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

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

5.1.5 *The parties agree to use the workload management tool developed during the life of EB10 to raise, investigate, resolve and monitor workload concerns.*

5.1.6 *The parties will also work collaboratively to review the Workload Management supporting documents during the first 12 months of the agreement.*

5.1.7 *The parties further agree that a sub-committee of the EB10IG 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.*

5.1.8 *The HCF (or equivalent) will have workload management issues as a regular agenda item. Where one of the parties consider workload management issues need investigation, the workload management tool will be utilised by a HCF subgroup that will be established to research the issues and formulate a recommendation for consideration of the HCF, and if appropriate, subsequent implementation. If agreement cannot be reached, the issues will be referred by either party to EB10IG for consideration and resolution.*

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

5.2 Process to Address Absences within Operational Services

5.2.1 All absences (planned and unplanned) within Operational Services will be backfilled. The options to backfill may include but are not limited to:

- Offering additional ordinary hours to Part-Time employees,
- Offering additional work to Casual employees,
- The application of Relief Pool staff,
- The use of Overtime,
- Utilisation of temporary engagement (e.g. extended period of absence).

5.2.2 (a) Notwithstanding provisions of 5.2.1, the parties acknowledge that not all positions will be backfilled on all occasions and they will collaborate in good faith to develop strategies to ensure positions are backfilled.

- Where the employer has a site that is unable to fill unplanned absences, such unplanned absences shall be recorded and referred to the Local Consultative Forum (LCF) and the AWU. The parties shall genuinely consult and develop strategies to ensure that all unplanned absences are filled consistent with clause 5.2.1.

- (c) The PHOC will be responsible for developing and approving the process to support this ongoing reporting requirements to the LCF.
- 5.2.3 Notwithstanding provisions of 5.2.1, the parties acknowledge that for unplanned absences there may be some circumstances where roles may not require immediate backfill. eg: Christmas closure, reduction in demand.
- 5.2.4 The LCF and the AWU will agree on the roles and/or circumstances as outlined in 5.2.3 that may not require immediate backfill. To facilitate agreement the employer will develop a list of roles and/or circumstance they propose does not require immediate backfill. Neither party shall unreasonably withhold agreement.

5.3 Relief Pools

- 5.3.1 *The employer commits to establishing an operational duties relief pool within a Hospital and Health Service for the purpose of backfilling of vacant positions across that Hospital and Health Service. The establishment of a relief pool will ensure:*
- (a) *The provision of work by relief pool staff may occur across Hospital and Health Service facilities.*
 - (b) *A planned leave roster to make operation of the relief pool more effective.*
 - (c) *When a planned leave roster is being considered, consultation with staff is to be undertaken to develop and implement the roster.*
 - (d) *Relief staff to be paid in accordance with the relevant industrial instrument for the time and duties they are performing relief (e.g. Relevant shift and duty allowances – foul linen).*

11.5 Merit Selection

- 11.5.1 *The provisions in this clause are not impacted by, nor do they impact the conversion of casual and temporary employees to permanent employment provisions in clause 6.3 of this agreement. Those provisions relate to the commitment of the Queensland Government to maximise permanent employment.*
- 11.5.2 *The parties to this agreement agree to fill vacant full-time roles by offering such to those permanent part-time employees working in the work unit, who seek to work full-time.*
- 11.5.3 *If there are any vacant hours remaining after the process in clause 11.5.2 has been conducted, the remaining vacant hours will then be offered to those permanent part-time employees working in the work unit, who seek to work additional ordinary hours on a permanent basis up to 64 hours per fortnight.*
- 11.5.4 *The offering of full-time roles and additional part-time hours outlined in clauses 11.5.2 and 11.5.3 may occur as a single process with preference first given to those part-time employees seeking full-time work.*
- 11.5.5 *For OO2 Operational roles, the vacant roles and/or hours will be offered to those permanent part-time employees working at the site (example: Hospital) rather than the work unit.*
- 11.5.6 *If vacant hours still remain unfilled, the remaining vacant hours will be offered by a closed merit process, restricted to those casual and temporary employees working at the site (example: Hospital) who have two years or more continuous service for base grade or non-base grade roles. Preference for base grade roles will be given to those employees with more than four years continuous service.*
- 11.5.7 *Where a casual or temporary employee is unsuccessful in being offered vacant hours via the closed merit selection process in clause 11.5.6, the employer will establish an order of merit.*

The order of merit will be used by the employer to offer vacant hours to those casual and temporary employees when the process for offering vacant hours to casual and temporary employees as per clause 11.5.6 is next available.