HPDOCA

Together replacement HPDO 2 Log of Claims

Without prejudice

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1. Maintenance of entitlements

Maintenance of all existing entitlements and conditions from existing agreement including the "protected" HR policies.

2. Wages and wage related issues

That employees will receive annual wage increases in accordance with the following principles.

2.1. Wage Increases

2.1.1. A minimum 4.5% wage increase per annum

2.1.2. Wage increases paid on 17 October 2019, 1 September 2020, 1 September 2021.

2.1.3. Wage increases are to be fully and centrally funded

2.2. Length of agreement

2.2.1. The agreement shall have an expiration date of 31 August 2022

2.3. Overpayment of wages

2.3.1. The agreement will provide an updated overview of an agreed process for overpayments and underpayments of wages.

3. Superannuation

That the employer acknowledges that Together members have won higher superannuation contributions as part of previous wage negotiations.

3.1. The QSUPER trust deed, or such other instrument as is required, be altered, to give effect to the following:

3.1.1 That any Federal Government increase to the Superannuation Guarantee be reflected in superannuation improvements in the public sector.

3.1.2 That superannuation contributions by both the employee and the employer be adjusted immediately, when an employee's pay changes rather than on 1 July each year.

3.1.3 That the calculation of the final payout for members of the QSuper Defined Benefit Scheme be based on the member's salary at the time of resignation, (or a higher amount for example under a transition to retirement arrangement).

3.1.4 On an annual basis the employer will allow the employee reasonable time to arrange and complete an ASIC accredited financial literacy course

3.1.5 On an annual basis the employer will pay the employee a sum of $500 towards the cost of advice from an ASIC accredited financial planner.

3.2 Superannuation for primary care giver.

3.2.1 The employer should acknowledge that the superannuation system is systematically biased and failing primary care givers, who are simply not being assisted by super towards a reasonable standard of living in retirement. Primary care givers' superannuation balances at retirement are 47% lower than non–primary care givers. As a result, women are far more likely to experience poverty in retirement in their old age.

3.2.2 In addition to the contributions made by the employer pursuant to the QSUPER deed the employer will make superannuation contributions equal to the superannuation contributions that the employer would have made in respect of that employee had that employee been receiving his/her rate of pay during the period of unpaid primary carer leave taken by the employee. The employer will make additional superannuation contributions where a worker's superannuation is not on track to meet the Association of Superannuation Funds of Australia (ASFA) retirement standard by the age of 65.

4. Budget Transparency

Together Queensland notes that the federal government has cut the national health budget significantly including health funding to Queensland. This cut to funding will mean that funding will grow at a lesser rate than demand for health services.

Together seeks that the employer:

4.1. Commit to meaningful consultation with Together in relation to any budget saving measures, changes stemming from reviews or recommendations or "turnaround plans" and negotiate the mechanisms by which any savings will be made, measured and reported.

4.2. Commit to budget transparency with staff. The type of information to be provided and accessibility of this information will be agreed between the employer and unions.

4.3. Prohibit a negative cost-cutting approach by divisions and HHSs to pursuing productivity enhancements and commit to ensuring services are adequately resourced and staffed.

4.4. Acknowledge that increased demand (workload, patient demand, complexity, community, administration, system changes, increased regulation, management systems.) cannot be met without increased staff and resourcing, and that increasing workloads is not sustainable for our members or for the quality of services.

4.5. Commit to strengthening employment security provisions for all employees including temporary, casual employees.

4.6. Commit to detailed reporting on the budget cost for Contractors, consultants and labour hire, at both Department of Health and HHS (or equivalent) level.

5. MOHRI Review

On 20 July 2018 the Premier and the Treasurer announced a Review into Queensland public sector workforce reporting. This review is to be conducted in two stages with the first stage addressing current workforce reporting and the second stage to make recommendations in respect of "the public sector of tomorrow" including the rapidly changing nature of public work, the workforce and workplaces. The Premier has also announced a commitment to employment security through this process and acknowledged the role of the public service – our members – in achieving the government priorities now and in the future. The scope of the review has the potential to have significant industrial impacts for Together members and raise matters of significant interest to our members in terms of the nature of their work, and the delivery of services to Queenslanders into the future.

Together seeks:

5.1. Confirmation that no employees will be forced into unemployment because of the review and its recommendations and that the employment security of our members will not be affected

5.2. To have meaningful consultation at all levels throughout the review and in relation to any recommendations prior to the final report being presented to government

5.3. To be consulted in relation to government's response to the review report and about the implementation of any recommendations of the review.

5.4. That any recommendations that impact on the employment security or otherwise significantly on Together members will only be implemented by agreement.

6. Staffing Cap

Together notes the introduction of a budget principle in the state budget regarding a cap on public service numbers. Together has significant concerns about the unintended consequences of such a cap on the quality and cost of existing services, for example through the unintended consequence of increasing use of contractors, labour hire employment and outsourcing. Together seeks for the Queensland government to remove this cap with respect to health employees. Health staff levels will be tied to population health needs instead of population growth.

7. Workloads and safe staffing

Together seeks a commitment that health employers will not seek the reduction or closure of services, or for existing employees to undertake unreasonable workloads as demand for services increase or if budgets decrease.

7.1. Adequate clinical staffing

The cornerstone of high quality, effective, well-coordinated and efficient public health care is team-based care, in which staff work collaboratively with patients and their caregivers. Together seeks commitment to the development of a suite of workforce planning tools for application across all services that ensures safe and sustainable patient care. That these tools also consider the appropriate levels of administration and operational staffing in meeting the health needs of the community in a timely manner. That these tools consider variations in staffing to meet demand across:

- Rural and remote/geographic access
- Patient acuity
- Clinician skill mix

- Specialty
- Best practice models of care

7.2 Relief Pool

In order to maintain appropriate staffing levels in HHSs and the Department of Health, the employer will create a permanent reliever pool. These relievers will have mandatory training for the areas they will be providing relief and undertake induction and OHS training.

7.3 Roster Patterns

Processes introduced to ensure roster patterns consider and minimise fatigue issues. This will be addressed by regular review and development of best practice rostering guidelines.

7.4 Backfill

Mandatory backfilling of positions for leave such as annual leave, sick leave, maternity leave, and long service leave, as well as for higher duties. Backfilling for positions will be undertaken through an EOI process, relief pools and discipline to discipline matching for backfill. Backfilling of positions will be by the same discipline at the same monetary level.

7.5 Replacement of existing staff

HHSs and the Department of Health commit to filling all vacancies because of a permanent employee leaving their employment in a timely manner. To support this objective and compliance with the Replacement of Existing Staff provisions, Together seeks that Unions will be notified ahead of the timeframes in the "Replacement of Existing Staff" clause in relation to legitimate requests by the employer to extend the timeframes for commencement and finalisation of recruitment to vacant positions.

7.6 Paid Meal Breaks

Where a shift worker is directed to work during a paid meal break, and where the meal break is unable to be rescheduled within the span of hours, the employee concerned must be paid for the time so worked at the prescribed overtime rate with a minimum payment as for one-half hour worked.

7.7 Digital recall

The introduction of a new digital recall provision that will enable employees who are on-call and recalled performing duty without the need to leave their place of residence and/or without the need to return to the facility to be reimbursed for a minimum of an hour at the recall rate for each time the employee performs such duties

8. Employment Security

Together Queensland notes that secure and permanent employment is fundamental to patient safety and high performing health services. Together is deeply concerned about the use of high levels of temporary and casual employment, contractors, consultants and labour hire arrangements to allow the cutting of staff numbers without appropriate consultation and negotiation. This mis-use of these forms of employment is deeply unfair and creates risk for patients and staff.

Together seeks the following:

8.1 The maintenance and improvement of employment security provisions including no forced retrenchments.

8.2 There will be no forced redundancies or retrenchments during the life of this agreement including the early cessation of temporary contracts

8.3 Redeployment across The Department of Health and the Hospital and Health Services will be the first option considered and exhausted by the employer prior to any consideration of redundancies, or other separations.

8.4 Any attempt to reduce the size of the workforce through natural attrition or redundancies or other measures must be accompanied by workload impact studies to be completed and reported to the Consultative Forum prior to any decision to offer redundancies, not to fill vacancies, not to backfill staff on leave or secondment or to abolish vacant positions.

9 Contracting out

There will be no contracting out or privatisation of jobs or services during the life of the Agreement. The contracting out clause will refer to the Queensland Government Policy on the Contracting-out of Services https://www.forgov.qld.gov.au/documents/policy/contracting-out-services-policy

9.1 Contactor, Consultants and Labour hire employment

9.1.1 That the employer commits to only using insecure forms of employment that is contractors, consultants, agency staff or labour hire only in highly exceptional circumstances.

9.1.2 Following the processes in section 6.4 of

the current Agreement, the peak enterprise bargaining consultative forum parties will need to agree to all proposed contracting out before the proposal can proceed. For emergent contracting out this agreement is to be sought out of session from the relevant union.

9.1.3 Such contracts will be restricted to a maximum six-month duration unless agreed by the parties at peak enterprise bargaining consultative forum

9.1.4 Contractors, consultants, agency staff or labour hire will not be used until recruitment processes have been run for a directly hired employee to perform the role. The employer must further demonstrate that direct recruitment is likely to be unsuccessful. This is to be reviewed every 6 months.

9.1.5 The use of contractors, consultants, agency staff or labour hire will be minimised to only occur in instances where appropriate workers cannot be recruited. In the case that there is a reasonable expectation that a position cannot be recruited to for this reason, role descriptions and levels will be reviewed, to identify if it is classification levels that is prohibiting recruitment. Attraction and retention incentives for key roles will be considered to ensure direct employment is viable.

9.1.6 Contracting out provisions will be monitored and enforced by Health Consultative Forums.

9.1.7 Together seeks protection against the improper use of temporary, casual and labour hire employment and the maximisation of permanent employment, after discussions and agreement of the employer to hire Contractors, Consultants or Labour hire at the peak enterprise bargaining consultative forum.

9.1.8 The following notifications and reporting will be tabled for decision at the peak consultation forums and disseminated to relevant HCF to allow for the decision by the parties.

- Lists of current contracted out positions or services
- Detailed reasons why directly hired staff cannot be used for this type of employment
- The itemised cost of the contractors, consultants and labour hire staff and agency staff
- Pay rates of staff employed in contracted out positions or services
- The demonstrated benefit to services and patient care
- Details of the skills required that do not exist within the current workforce
- Details of how the employer has assessed this lack of skill
- Details of how the employer has attempted to address the lack of skill
- Details of recruitment processes if the employer has attempted to hire directly.
- The ratio of directly hired staff to contractor/ labour hire staff in each department/area/ unit/program
- Lists of work to be undertaken by each contractor to transfer knowledge and skills to existing staff where contracting out has occurred due to a skills shortage.

9.2 In-sourcing

9.2.1 All outsourced services or work will be reviewed at least quarterly by the health consultation forums with a view to returning to direct government service provision.

9.2.2 All outsourced services or work will be reported and discussed at the health service consultative forum at least 6 months prior to expiry. Where a HCF will not occur in a timely matter this can be raised at an peak enterprise bargaining consultative forum.

9.2.3 Attraction and retention payments will be utilised, if contractors have been hired due to the following circumstances:

(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.

10. Employment

10.1 Equal employment

Diversity in the workplace and on leadership teams is a critical success factor in making better decisions and developing more innovative business solutions. Research shows that groups with diverse perspectives and flexibility in thinking almost always outperform homogeneous groups in the working environment and lead to higher levels of creativity, innovation and organisational agility.

A disciplined approach to drive change is needed to ensure equal employment for gender, age, race, LGBTIQ status, and

disability at all levels of employment within the Department of Health and the Hospital and Health Services. The employer needs to ensure that it has set targets that provide Health with the necessary focus to improve employment diversity at every level and clarify accountabilities. These targets will help focus attention and demonstrate a commitment to deliver measurable outcomes.

Management commitment, resources and systems for monitoring and reporting are all required to be implemented to support the achievement of targets. The following will be implemented to ensure employment diversity:

- A leadership commitment at all levels of management to meet these equal employment objectives.
- A strategic plan that sets out objectives that are clearly aligned or integrated in the overall business strategy and planning including clear priorities and resourcing.
- Stakeholder management which will include strategies for communicating internally and externally the commitment to targets.
- There will be clear identifiable accountabilities for the delivery of these employment diversity objectives to be met at all classification levels as well as senior leadership roles.
- Measurement and reporting systems will be put in place to monitor progress and to evaluate the impact of changes made. This will be reported to the relevant health consultative forum and peak consultative forum. There will be a commitment to embed targets into business unit goals.
- The employer will review, amend and develop policies and processes to encourage employment diversity at all levels of Health, including those relating to recruitment and selection, performance management, pay and remuneration, training and development, talent identification, leadership capability models and career structures. It is proposed this review is to be centrally managed.

10.2. Pre-employment screening

During the life of the agreement the Department of Health and the HHSs will not seek to implement any system of 'fit-for-work', 'pre-employment screening', drug and alcohol or similar process beyond that authorised by Chapter 14, Part 1, Division 1 of the Workers' Compensation and Rehabilitation Act 2003

10.3. Temporary/Casual employment

10.3.1. That the employer commits to job security for all workers covered by this agreement.

10.3.2. Together seeks to provide improved conversion of temporary and casual to permanent (directly employed) status.

10.3.3. That temporary and higher duties staff will not be denied conversion to permanency due to the failure of the employer to follow the Recruitment and Selection Directive.

10.3.4. That after a period of two years of meritorious service a temporary employee will be deemed appointed on merit and converted to permanent status for all their current hours, or the hours they were undertaking immediately prior to any leave that they are taking at the time of review.

10.3.5. That employees have access to conversion to permanent status after continuous temporary employment, even if in different roles within an HHS or the Department of Health.

10.3.6. That the employer entities acknowledge:

(1) the incredibly high rate of insecure employment, particularly for low paid workers and women workers that exists at the current time;

(2) that high levels of temporary and "higher duties" employment, tends to result in a culture conducive to bullying and harassment.

(3) that the Temporary Employment Directive 8/17 has not addressed the significant issues surrounding job security for staff and that the reviews are not occurring in a timely fashion in accordance with the prescribed timeframes.

10.4. Higher Duties

That staff who have worked in 'higher duties' roles consistently for more than two years be appointed to those roles permanently if the role becomes substantively vacant or is 'ongoing'. Managers will not unreasonable refuse acting in higher duties.

10.5. Order of Merit

The employer will commit to a review of the order of merit.

10.6. Secondment

Employees who apply and are successful in obtaining a secondment at a higher level, are to be permitted by their current department/ place of work to step into the higher duties role with minimal delay or hinderance to allow the staff member reasonable growth and career progression. Denial of secondment at higher level must be provided in writing with reasonable and clear paths of appeal.

To promote and encourage career progression, secondments to a position that are a higher level than the person's permanent/current position cannot be denied for business reasons.

The negotiation for the release for a person to a secondment cannot extend beyond 2 weeks from the date the negotiation for release begins. Managers are to be encouraged to release staff for secondments within 3 working days of these negotiations starting.

This provision should apply to all secondments including at level.

10.7. Cashing out part sick leave on resignation or termination

A productivity payment to employees for unused sick leave when employees leave the organisation. Employees to receive a percentage of 25% unused sick leave to be paid out upon resignation or termination. This is to be provided as an incentive for improved productivity in the organisation and would benefit both the Department of Health, the Hospital and Health Services and employees

10.8 Recognition of Prior Employment

All new employees that transfer from interstate, local government or federal government will have their years of service recognised to enable attraction to the roles. In this instance there will be no limitation on application for recognition.

Internal employees' years of service at a higher level be recognised when taking a lower level position. The employee will be placed at an appropriate increment in recognition of that service.

10.9 The employer will ensure that all clinical staff are employed to their 'top of scope'. For example, Oral Health Therapists who have an expanded scope of practice should be working on Adult patients.

10.10 The employer will facilitate the provision of individual Medicare provider numbers for all dental and oral health therapists.

10.11 No employee will be disadvantaged in payment while on leave by not receiving projected penalty rates that they would have received if they had worked. All employees should receive their rates of pay immediately before the leave calculated according to the employee's roster or projected roster including any shift, weekend or public holiday penalties. For example, if you work a regular roster with weekend day shifts then you should not lose income when on annual leave due to a loss of weekend penalties.

11. Aboriginal and/or Torres Strait Islander employees

11.1. Cultural Respect

The parties to this agreement recognise that the cultural diversity, rights, views, values and expectations of Aboriginal and Torres Strait Islander Queenslanders as first nations people must be respected in the delivery of culturally responsive health services.

11.2. Cultural Leave

An employee who identifies as being Aboriginal and/or Torres Strait Islander, is entitled to use Cultural Leave to fulfil cultural obligations. Up to 10 days paid leave per year will be granted to eligible employees. Where this leave is exhausted, eligible employees may consider accessing other forms of leave to fulfil their cultural obligations such as:

- Recreation leave
- Unpaid special leave
- In lieu of public holidays (where operational circumstances permit)
- Accrued time leave; or
- The required time with such time made up later.

11.3. Change management in Aboriginal and Torres Strait Islander Health Services

It is recognised the effectiveness of Aboriginal and/or Torres Strait Islander health workforce is critical in providing comprehensive primary health care that is actively working towards "closing the gap" and improving community. To ensure continual improvement to the level and quality of health service provision; and supporting and respecting community decision-making as a fundamental component of health service provision, any change within Aboriginal and Torres Strait Islander health

services in Queensland will be deemed as major change and the consultation provisions of this agreement will apply.

11.4. Aboriginal and Torres Strait Islander Health Workers

The employer will commit to finalise the review of the Aboriginal and Torres Strait Islander Health Workers' career structure and implement actions to address issues with the career structure. These include the need for the Aboriginal and Torres Strait Islander Health Worker roles to be shifted to an appropriate classification stream allocation that recognises the increasing clinical nature of their work. Specifically, this stream will sit as a new classification stream in the Health Practitioner and Dental Officer agreement.

11.5. Aboriginal and Torres Strait Islander Liaison Officers

The employer will commit to review the Aboriginal and Torres Strait Islander Liaison Officer roles and remuneration, in relation to the appropriate classification stream, classification levels and remuneration for the roles, and in recognition of the cultural and clinical skills and knowledge required in the role.

11.6. Aboriginal and Torres Strait Islander employment

HHSs and the Department of Health will be achieving greater representation of Aboriginal and/or Torres Strait Islander employees. This is critical in providing health care that is actively working towards making tracks towards closing the gap in health outcomes for Aboriginal and Torres Strait Islander Queenslanders by 2033 targets and removing institutionalised discrimination.

The Employer will commit to dismantling institutional policies or practices that are allowing institutionalised discriminations to continue. To assist with the same objective, commitment will also be made to ensure there is appropriate proportional representation of Aboriginal and/or Torres Strait Islander people at all levels of governance and structures in Queensland Health including the Department of Health, HHS and facility.

The employer should correct discriminatory policies relating to provision of housing and locality allowances which negatively impact Aboriginal and/or Torres Strait Islander employees working in water-locked islands.

The employer will have explicit Aboriginal and Torres Strait Islander employment goals which will include the following:

11.6.1. Recruitment: The employer attracts and provides Aboriginal and Torres Strait Islander people with employment opportunities at all classification levels.

11.6.2. Development: Aboriginal and Torres Strait Islander employees can access appropriate professional development opportunities and are supported to achieve their career goals.

11.6.3. Workplace Support: The employer has an inclusive workplace that values, respects and develops employee competence in Aboriginal and Torres Strait Islander culture.

11.6.4. Retention: Aboriginal and Torres Strait Islander employees feel supported and consider HHSs and the Department of Health as an employer of choice.

11.7. The employer will commit to permanently retain Aboriginal and/or Torres Strait Islander workers who attain higher qualifications, to be able to take on positions within their current location with a view to maintain local workers working within their community.

11.8. Aboriginal and Torres Strait Islander traineeships

The employer will establish an Aboriginal and Torres Strait Islander traineeship scheme which has entry level traineeships proportional to the population of Aboriginal and/or Torres Strait Islander people per HHS/Department of Health inclusive of all facilities and services.

11.9. Aboriginal and/or Torres Strait Islander employees Bereavement Leave

Bereavement leave on full pay will be able to be utilised in relation to extended kinship structure and will not be limited to amounts provided by policy.

12. Allowances

12.1 Shift Allowance

There should be an improvement in shift allowances, particularly for those working afternoons and after midnight shifts.

12.1.1 Staff starting after midday should be paid 35% loading.

12.1.2 Staff who work night shift should be paid a 50% loading.

12.2 Emergency on call

To be paid to all employees who are instructed to be on call outside ordinary or rostered hours and the employer requires such employee to attend to duties within one hour of being called. They will be paid an amount of 7% of the employee's level or AO2.8 ordinary hourly rate, whichever is higher, per hour that the employee is required for emergency on call. For calculating the hourly rate, the divisor will be based upon a 38-hour week and calculated to the nearest $0.05

12.3 Environmental Allowance in Correctional facilities

The Environmental Allowance will be paid to all Health workers who work in Correctional facilities.

12.4 Language Allowance.

Where an employee uses languages other than English as an essential part of their role, they will be paid an allowance equivalent to 1hr base pay per week.

12.5 Mental Health Allowance C29 and Environmental Allowance C30

C29 and C30 will list the names of all the relevant units e.g. Princess Alexandra Hospital Adult Acute Psychiatric unit or Jasmine Unit Acute Adult Mental Health GCHHS. This list should be updated to reflect new Mental health facilities prior to them being opened to the public. The policy should also be altered to reflect that all employees who are attached to these units should be paid this allowance.

12.6 Extra Duties Allowance

Development of an allowance for substantial extra role in representation e.g. WH&SO.

12.7 Aggression Allowance

Development of an allowance for those members that work in areas which have high incidences of aggression, occupational violence or unwarranted behaviors such as in Emergency Departments, Mental Health, Alcohol and Drug Services, home visitation and areas that staff have access to the public.

12.8 Footwear Allowance

Where employees are required to wear specified footwear for safety, this footwear will be supplied. In lieu of supplying shoes to an employee, the employer shall pay a footwear allowance of $5 per week.

12.9 Student Supervision Allowance

Will be extended to all disciplines that supervise students, including post graduate students, including cross discipline, such as deadly start students and project students from universities.

12.9.1 12.9.1 The student supervision allowance will be increased to the equivalent of the hourly rate for HP3.1.

12.10 Indexation

All allowances to be indexed in line with the percentage of wage increase.

12.11 Meritorious Sick Leave

Workers who have worked for the service for 25 years or more will be afforded their "meritorious sick leave" without the need to apply through Human Resources or Payroll Services.

12.12 Post Graduate Allowance

Development of an allowance to pay salary to employees who are undertaking post-graduate study like the Nursing policy C66, if an employee is undertaking a post-graduate course of study for which either the theoretical component of the course or the clinical component of the course is directly pertinent to the facility where the employee works.

12.13 Higher Education Incentive Allowance

To be extended to classification levels above HP4.

12.14 In Charge Allowance

To be paid to workers who oversee a working group such as ACT or CAT teams.

12.15 Lead Apron Allowance

An employee who is required to wear a lead apron as a requirement of their role in assisting with feeding a patient in the Videofluoroscopic Evaluation of Swallow (VFSS) clinic are entitled to the X-ray allowance for each fortnight when they are required to perform these activities. This allowance is paid once per fortnight only, and not for each occasion when a lead apron for X-ray activities is required within the fortnight.

12.16 Radiation Technician Compliance Testing Allowance

The parties agree to develop a Radiation Technician Compliance Testing roles for compliance testing which requires the following certification:

HR001 Certification – Is required to carry out

Radiation Compliance testing on Diagnostic Radiography equipment.

HR002 Certification – Is required to carry out Radiation Compliance testing on Radioscopy equipment.

RANZCR Certification – Is required to carry out Radiation Compliance of Mammography Equipment for both Film and Digital radiography.

13. Attraction and Retention Incentives

13.1 The employer will recognise the need to respond to demonstrable supply and skills shortages and current or emerging employee retention issues. Every six months the Hospital and Health Services will provide written confirmation to the Unions of the number of times the retention payments were made in the preceding year.

13.2 Medical Physicists

13.2.1 Remuneration

Nationally competitive wages for Queensland Medical Physicists. To address attraction and retention issues highlighted in the Medical Physicist Review report 2018, Medical Physicist wages must achieve parity with current NSW Medical Physicists wages.

Outside Queensland NSW is the largest body of Medical Physicist positions, and therefore in relation to recruiting to Queensland Medical Physicist roles, NSW has the greatest number of potential applicants as well as the greatest number of competing vacancies. The Department of Health and the Hospital and Health Services has proven long-term inability and difficulty to permanently recruit Medical Physicists at HP4 and above from outside The Department of Health and the Hospital and Health Services due to the factors highlighted in the Medical Physicist Review Report 2018. The most notable factor is the significant interstate pay differential for positions at HP4 and above. In the context of a global shortage of Medical Physicists, the divergence of other states from Queensland pay rates has led to attraction and retention issues which have been impacting both workforce and services.

- It is noted that the Baume report's work value assessment was the basis for setting salaries for NSW medical physicists from 2007.
- It is noted that comparing HP disciplines nationally, an interstate pay difference of this significance is unique to Medical Physicists.
- Together is proposing to accompany NSW equivalent pay rates with the introduction of an increased requirement for professional registration of new employees, with the intention of moving towards a fully registered and high-quality workforce.
- Together is proposing that alongside the introduction of NSW equivalent pay rates and registration requirements there be a remuneration differential between registered and non-registered Medical Physicists to match that prescribed in NSW HP4 to HP7 equivalent level positions. That is, a staggered discounting for non-registered Medical Physicists as follows: HP4 10%, HP5 4%, HP6 3%, HP7 3%.

A separate salary spine for Medical Physicists to enshrine any increases that are applied.

13.2.2 Assuming that pay parity with NSW is granted for QMPS, Together and the medical physicists will agree to forego the 'Health and medical physicist retention payment' or equivalent in accordance with clause 27.2 of the HPDO2 Agreement.

13.2.3 Discretionary attraction and retention allowance increased to 20%.

13.2.4 Professional Development Allowance (PDA) increase to $5000 and Professional Development Leave (PDL) increase to 5 days per year.

13.2.5 Two new HP6 roles for QMPS training

14. Career Path/Classifications

14.1. Downgrading of positions

Any downgrading of positions will be tabled for discussion at consultative forums and elevated to the statewide peak enterprise bargaining forum if not agreed at the local level between management and union representatives.

14.2. Clinical Assistants

14.2.1 Through the Clinical Assistants Review it has been agreed by all parties that Clinical Assistants roles are to be moved from the Operational Stream to their own new Clinical Assistants stream created within the replacement HPDO2 Agreement.

14.2.2 Roles: The new stream includes the agreed clinical assistant roles as contained in the recommendations of the Clinical Assistant Review report.

14.2.3 In addition to the list agreed in the report, Together also seeks the inclusion of the following roles into the stream which were not yet agreed by the Department of Health:

- Recreation Officer
- Diversional Therapist
- Home Ventilation Support Worker
- Vector Control Officer
- Community Health Aide

Together seeks that a process is established by which other roles may be included in the new stream by agreement of parties during the life of the agreement for example, see the process for inclusion of new Health Practitioner disciplines in HPDO2.

14.2.4 That the Clinical Assistant Classification structure is based on newly created 'work level statements' like those in the current agreement that include clinical, technical, and managerial tasks in the descriptions, and which can be used to assess a role's level. For example, including non-managerial progression options for Clinical Assistants. That these work level statements are created and implemented in the first year of certification of replacement HPDO2 agreement.

14.2.5 That the Clinical Assistants stream include higher levels of recognition and pay for those performing advanced duties (e.g. those with advanced clinical skills or specialised extra training or further qualifications), those providing education and training, as well as those who are managing other staff.

14.2.6 That the new stream includes qualifications as prerequisites for some roles and levels, and ensure these are part of the job description. During the transition phase, staff in these roles who don't have the required qualifications will be given the opportunity to gain these qualifications with course costs paid by the Department of Health.

14.2.7 That recognition is given to the experience of existing staff in transition to the new structure. That consideration is also given to recognition of those who have relevant higher qualifications than the requisite qualifications at that level.

14.2.8 That an entry level role is included in the structure – where an employee can commence without a qualification and be trained on the job, to work towards the qualifications or prerequisites for the next level up. Those employees would be then automatically employed to the next level on receipt of qualification (for example as per current Pharmacy Assistant OO2 to OO3 progression).

14.2.9 That the structure includes more increments at Clinical Assistant classification level which is similar to OO3 level (the level that most staff are employed to) to allow greater progression through increments. The recommendation is for 8 increments at this level rather than current 4 increments. The additional 4 increments are an extension beyond the current 4 increments rates of pay.

14.2.10 That the structure is 'future-proofed' – written with a view to lasting for the medium to long term, with the knowledge that Health wants to expand the number of Clinical Assistants working. The structure will include higher levels which may not exist in the current structure, to allow for expansion of the work performed within the stream.

14.2.11 That in respect of the clinical work performed and the coverage by the replacement HPDO agreement, Clinical Assistants will receive a range of conditions which are contained in the HPDO Agreement, including:

- Health Practitioner Job Evaluation process
- Evaluation of Applications
- Implementation of Classification Level
- Emergency on Call Allowance
- Recall Payment
- Higher Education incentive (this would come across from EB9)
- Attraction and Retention Incentives
- Professional Development Allowance
- Professional Development Leave
- Student Clinical Education Allowance
- Any other allowance as negotiated within these negotiations

14.2.12 That there is no loss of conditions or disadvantage coming across from the EB9 to the replacement HPDO2 agreement.

14.2.13 That clinical assistant roles receive a pay increase that recognises their value to the health system due to the important clinical work and complex tasks performed in these

roles. That pay rates for clinical assistant roles are improved in the new clinical assistant classification, recognising that these operational stream roles have been historically undervalued when compared with equivalent administrative and non-clinical roles.

14.2.14 That all remaining recommendations of the Clinical Assistant review report are implemented and included in changes to the relevant Certified Agreements and Awards.

14.3 Recreation Officers / Diversional Therapists

The Department of Health in the recent review acknowledged that Recreation Officers and Diversional Therapists perform clinical work.

Recreation Officers/Diversional Therapists will be moved from the Operational stream to the replacement HPDO2 agreement.

Additionally, Recreation Officers are becoming a registered profession with a degree qualification. The Recreation Officer role is important for rehabilitation, aged care and mental health. The role will only be more in demand in future services with an aging population and increased focus on mental health care. Department of Health needs to plan for this and review the profession with a view to ensuring that if it becomes a degree qualified profession in other jurisdictions, that it is recognised as such Queensland Health industrially by being included in the Health Practitioner stream, as Leisure Therapists.

14.4 Telephone Counsellors

The employer will commit to review the pay level for Telephone Counsellors to recognises the increasing clinical nature of their work. The employer will commit to review these positions with a view of creating a stream allocation that recognises the increasing clinical nature of their work. Specifically, this stream will sit in the Health Practitioner and Dental Officer agreement.

14.5 Health Practitioner base grade

Health Practitioner level three become the base grade level for the Health Practitioner structure.

14.6 Health Practitioner Job Evaluation

Health Practitioner Job Evaluation processes to be centralised and managed within the Department of Health. As part of the last enterprise bargaining agreement there was a finalisation of the decentralisation for the job evaluation process for Health Practitioners. During the discussions Together raised many issues with the decentralisation of this process including concerns for consistency, accountability, transparency and unnecessary additional cost. Within a short time of implementing the new Job Evaluation policy and manual, it has been demonstrated that HHSs are not abiding by or consistently applying the Policy or Manual and the decentralised model is not working. Also, a significant issue is the increased cost associated with the management of the decentralised Job Evaluation processes by each HHS. Centralisation of this function will reduce cost and ensure a consistent state-wide application of HP Job Evaluation processes.

14.7 Professional Supervision Training

The employer to pay the full costs for staff who are required to undertake professional supervision training and undertake "refresher" courses to hold this qualification. This cost is to also cover any registration cost as a supervisor with relevant professional body (for example, psychologists who are required to have this qualification to supervise colleagues).

14.8 Increase the amount of HP5 and HP6 increment levels in line with other Health Practitioner increments.

14.9 Automatic progression from HP3 to HP4.

14.10 Clinical Supervision

Ensuring that all clinical disciplines working with a manager who is not of the same discipline are provided easy access to correct, lawful and appropriate clinical supervision.

14.11 Health Practitioners in multi-disciplinary teams

Employees working in multi-disciplinary teams in a role that could be occupied by either a Health Practitioner or nurse will be paid the higher rate applicable to the role. A Health Practitioner working in one of these roles will remain classified as a Health Practitioner, retain the title of Health Practitioner as appropriate.

This would mirror clause 32 of the Nurses and Midwives Certified Agreement 2018 which allows for a nurse working in a Health Practitioner / Nurse position that could be filled by either a HP or a nurse; where the grading for the nurse component of the position is lower than the HP level, to be paid at the higher rate. This occurs by top-up of pay rather than moving the employee to the higher level.

14.12 BTS Technical Staff

The employer will remove the HP5 ceiling for

vacant BTS Technical managerial positions to enable existing BTS technical Staff who do not have the appropriate qualification to apply for HP6 positions.

15. Regional, Rural, Remote and Isolated centers

15.1 Cabinet Approval for change

Together seeks that the agreement contains a statement about the need for Cabinet approval before any position can be removed from a regional, rural, remote or isolated centre. This includes where a position is removed from a vulnerable regional, rural, remote or isolated centre and placed in larger centre within the region. State Government shall actively look at placing more positions in vulnerable regional, rural, remote or isolated centres.

15.2 Rural and Remote Incentive Scheme.

Together seeks an improved rural and remote allowance and remote incentive scheme, commensurate with other groups of Department of Health and Health and Hospital service employees, with no disadvantage to current eligibility requirements or allowance rates as per the following:

15.2.1 Members in regional, regional, rural, remote or isolated centres report hardship when family members or themselves require specialist medical treatment or specialist services and training. We seek additional leave for members in regional, rural, remote or isolated centres to attend medical appointments and educational/ professional development opportunities and an additional week leave for emergent and family leave.

15.2.2 Together seeks an allowance to supplement costs in towns affected by mining booms and other economic barriers like remoteness. Additional rent assistance will be provided when accommodation, power, food and fuel costs are rising.

15.2.3 Together seeks special consideration for members in regional, rural, remote or isolated centres to access professional development opportunities. All member located in these centres be afforded up to $10,000 in professional development.

15.2.4 The employer will pay an additional week of annual leave for Regional, Remote, Rural and Isolated Centres in line with other groups of health employees who receive these industrial entitlements, in recognition of travel time from these centres.

15.2.5 The employer will address the disparity in accommodation opportunities for regional, rural, remote or isolated centre workers by providing more government housing. This housing will then be provided equitably to public servants in given locations, including 'local' staff who also require housing.

15.2.6 Provide rent assistance for employees in regional, rural, remote or isolated centres with high rent prices.

15.2.7 Provide 2 flights paid per year for employees from regional, rural, remote or isolated centre like Emerald and Thursday Island to main centres (e.g. Brisbane) as part of the rural, remote incentive package.

15.2.8 Provide a framework to allow and govern regional, rural, remote or isolated centre workers taking leave or undertaking personal travel or accommodation in conjunction with work related travel.

15.2.9 All regional, rural, remote or isolated centre conditions are to apply to temporary workers.

15.2.10 The Department of Health and the Hospital and Health services will ensure that the relevant incentives are provided to employees prior to commencement of employment, ensuring all employees are aware of available entitlements.

15.3 Review of Regional, Rural, Remote or Isolated Centers

The employer will commit to the formation of a review within 12 months of certification of the agreement to review the following:

- a review of definitions of what is regional, rural, remote or isolated centres
- examine what work could be performed in regional centers to deliver savings to government due to the lower rental and accommodation costs
- safety and security review of facilities in regional, rural, remote and isolated locations.

15.4 Regional Graduates Allowance

Development of an allowance for Graduates from regional universities that remain in their regional locality to work.

16. Professional Development and Training

16.1 Professional Development Leave and Allowance

All workers will be able to access time off required to attend professional development. A minimum of five days paid professional development leave per annum will be made available to all staff to attend training or development other than training identified in the training and development incentive fund and exclusive of mandatory and other existing training schemes.

16.2 All workers will be able to access time off required to attend Professional Development including any travel required.

16.3 For workers who must travel a greater distance than to their usual place of work to attend training, there will be no detriment to their leave balance, hours of work or any other financial impacts. Reasonable travel time will be provided.

16.4 Temporary employees with greater than 12 months' continuous service who have not had more than three months between engagements will be entitled to Professional Development Allowance and Professional Development Leave.

16.5 Professional Development Allowance to be increased annually in line with the wage increase percentage.

16.6 Part-time workers will receive the same professional development allowance and leave as full-time workers, as they require the same professional development to maintain registration, etc. as full-time workers.

16.7 Recognition of Prior Learning.

The Department of Health and the HHSs have vast amount of skills and knowledge that has been gained through work and life experiences. The employer will recognize these skills and knowledge by a formal process to recognize prior learning. The employer will pay for qualified RPL assessors in the workplace to consider and review applicant's skills and knowledge and match them against suitable qualifications. This will occur at a minimum 6 monthly and all staff will be eligible, notified and invited to apply.

17. Flexible working arrangements

17.1 Temporary & Casual Flexible work arrangements

To be extended to all workers including temporary and casual staff to meet caring responsibilities. We believe this is consistent with legislative provisions.

17.2 Carers leave entitlements

Those related to caring for school age children, children with a disability be granted 10 days of paid Personal Emergency leave per year, which can be used for a sick child or other family member. This is in addition to existing Sick Leave entitlements and accruals.

17.3 Paid Parental Leave entitlements to be improved and extended to all primary carers.

17.4 Spousal leave for supporting partners / carers is to be increased to 6 weeks paid leave.

17.5 Flexible working arrangement Review

There will be undertaken on the access of workers to flexible working arrangements including parental leave and carers leave to identify and remove:

(1) obstacles for staff accessing these arrangements

(2) negative impacts these arrangements have on individuals' access to promotional opportunities and

(3) the unintended consequences of these polices on the broader employment practices within Department of Health and HHSs. Recommendations of the review will be implemented centrally and by HHSs. Each Health Consultative Forum will subsequently review these on an annual basis.

17.6 Breastfeeding

17.6.1 Paid break

Each Employer will provide reasonable paid break time for an employee to express breast milk for her nursing child each time such employee has need to express the milk, or breastfeed the child within the workplace.

17.6.2 Place to express or feed

Employers will also provide a comfortable place, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public, which may be used by an employee to express breast milk or breastfeed a child in privacy.

17.6.3 Storage

Appropriate refrigeration will be available in proximity to the area for breast milk storage.

Responsibility for labelling, storage and use remains with the employee.

17.7 Compassionate transfers

The employer will commit to improvements for compassionate transfers to include transfers relating to employment relationship and medical grounds.

17.8 Nine Day fortnight

17.8.1 All workers will have access to a nine-day fortnight as well as other options for flexible working hours. This will be reflected in the agreement.

17.8.2 Workers will be able to choose flexible hours of work options that promote their work/life balance.

17.8.3 A report will be provided quarterly to the Health Consultative forum to show the current nine-day fortnights that are in place.

17.9 Flexible Working arrangements and Leave requests

17.9.1 All workers will have a right to request flexible working arrangements and make leave requests, including leave at half pay. Managers will not deny these requests unless there are significant and serious operational reasons which would prevent approval.

17.9.2 If a request is to be denied, then clear reasons for the decision must be given in writing. Management discretion to refuse requests will be limited and approval encouraged.

17.9.3 Reports will be supplied quarterly to the Health consultation forums showing the following:

- requests for flexible working arrangements
- the area/ discipline and classification level of the employees
- the number of requests approved
- the number of requests refused
- reasons for these refusals.

17.10 Fatigue Provisions

Rest breaks after overtime and recall

(a) Overtime

(i) An employee who works so much overtime between the termination of work, including overtime, on one day and the commencement of the next shift of ordinary work, so that at least ten consecutive hours off duty has not elapsed between those times, is to be released from duty until ten consecutive hours off duty have elapsed without loss of pay for ordinary working time occurring during such absence.

(ii) If, on the instruction of the employer, an employee resumes or continues work without having had ten consecutive hours off duty, the employee is to be paid double rates until released from duty and is then entitled to be absent until ten consecutive hours off duty have elapsed without loss of pay for ordinary working time occurring during that absence.

(b) Recall

(i) An employee rostered on call and recalled working in accordance with this clause must be released from duty at the end of the last period of recall during the on-call period for a break of 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(ii) Where an employee's first recall to work during the on call period is up to three hours prior to the commencement of an ordinary shift, and the employee has already had a ten hour break prior to this period of recall and since finishing their last period of work, the employee is not required to be released from duty for 10 consecutive hours where an employee: (A) is requested to remain and commence their ordinary shift; and (B) is paid the entitled minimum payment of the award for the period of recall the employee will complete the ordinary rostered shift at ordinary rates.

17.11 Annual Leave

Increase base annual leave entitlements by one week.

17.12 Bereavement Leave

Paid bereavement leave should be one week for all employees.

17.13 Working from home

All staff who work from home shall have adequate resources supplied by the employer this should include desk, chair, computer, phone and internet data and access. All resources should be safety compliant.

17.14 Working away from home

The parties will agree to develop an allowance for all employees who travel away from home for work for more than 3 weeks (cumulative) in the year.

An additional one weeks recreational leave will be provided for all employees who travel away from home for work for more than 5 weeks (cumulative) in the year.

18. Acute Caring Leave

Whilst there are provisions for families to access leave for the beginning of life such as paid paternity and maternity leave there is no provision for families to access paid leave to take care of elderly family members who are dependent due to life threatening illness, severe illness, disability, accident or transitioning to permanent care.

Australians are growing older and this will affect employers and employees. Baby boomers are starting to leave the workforce and not enough children are being born to replace them. Meanwhile, employers will need to plan for an increase in caring responsibilities as the parents of their employees become older and frailer.

From 1994–2014, the proportion of people 65+ rose from 11.8% to 14.7% while the 85+ segment almost doubled from 1% to 1.9%. Older women continue to outnumber older men: 55% of people 65+ and 67% of people 85+ are female. Employees who need to combine caring responsibilities with their work may become the norm rather than the exception. Projections over the next 20 years include a population growth of an additional 94,000 people each year on average and a steady increase in population ageing so that 1 in 5 persons is aged 65 years and older. (Blueprint 2018 – page 8, "future challenges")

In November 2016, 4.1 million employees (38.2% of workers) in Australia already have unpaid caring responsibilities. The value of this care, according to one 2010 study, is worth $40 billion a year. Because of this unpaid work, carers often give up permanent, well-paid roles for work below their skills or in low-wage industries. In 2014, 70% of primary carers for their parents were women. Under the National Employment Standards, there are various supports for carers in the workplace, including flexible working arrangements, parental, and personal/carer's leave. Unfortunately, due to the extended nature of this care many health employees need to reduce their hours from full time to become unpaid carers.

Given the wages and salaries in many occupations, a wage replacement of 80% is necessary to keep families out of poverty. A wage replacement rate of 80% or more can also be important for middle-income families to be able to meet essential needs during paid leave, such as rent or mortgage payments.

Supporting the role of informal carers (family and friends providing mostly unpaid care to frail seniors) is important to provide an adequate continuum of care between informal and formal care. While caregiving can be beneficial for carers in terms of their self-esteem, it can be difficult for working-age carers to combine paid work with caring duties and carers may choose to quit paid work or reduce the work hours. This may compromise their future employability and lead to permanent drop-out from the labour market. Caring may also cause burnout and stress, potentially leading to worsening physical and mental health.

As carers assist people to remain living in the community for longer, they also make substantial savings on health care within Queensland Health system and premature admission to the costly residential care or Queensland Government supported accommodation options.

To support these workers there will be paid leave of up to 14 weeks for acute/chronic care for family members who are dependent and have life threatening illness, severe illness, on set of disability, accident or transitioning to permanent or respite care.

19. Mental Health

The employer will make visible, the Department of Health and the Hospital and Health Services' long-term commitment to mental health in the workplace and ensure that all organisation leaders are undertaking the following:

- Role modelling positive day to day behaviors and actions.
- Ensuring all senior leaders have a shared commitment and belief in the goal.

The return on investment of effective workplace mental wellness programs is $2.30 for every $1 spent. Together seeks DoH and HHSs to take a proactive approach to mental health and wellbeing of employees in the workplace. This will include a commitment to human, financial and other resources, the development and

implementation of an organisational strategy and Mental Wellness program.

19.1 Mental Health First Aid Training

The employer will implement an agreed program to provide mental health first aid training to employees covered by this Enterprise Agreement will be established within five months of approval of this Enterprise Agreement.

19.1.1 The employer will facilitate the participation of any employees that express an interest in two-day accredited Mental Health First Aid (MHFA) training programs at the employer's expense.

19.1.2 Interested HSRs and First Aid Officers and union delegates will be given opportunity to participate in the MHFA training within 6 months of the certification of the agreement.

19.1.3 The employer must facilitate the release of participating employees to attend the MHFA training, including employees from regional and remote locations. This will occur within 3 months of the employee expressing interest.

20. Hours of Work Arrangements

20.1 Commitment to permanent hours

The employer will commit to permanent hours not being converted to Casual or Temporary hours. The engagement of a casual or temporary employee shall not be used to fill any full-time or part-time position.

20.2 Maximization of hours

20.2.1 The employer will commit to their current part time employees to maintain their existing permanent hours and give these employees the opportunity to increase their permanent hours up to and including to full-time hours.

20.2.2 This will be done by providing mandatory maximisation of existing part time employees when hours become available wherever possible. This will provide maximum stability and security of employment for all part time employees in accordance with the Queensland Government's Employment Security Policy.

20.2.3 A policy will be developed within six months of the certification of the agreement to provide guidance on mandatory maximisation of hours.

21. Technological Change

The Department of Health and Hospital and Health Services have seen the implementation of new products and processes such as Digital Hospitals. Digital revolution will underpin every aspect of Health's vision, strategy and the objectives that will shape Department of Health services through to 2030.

This will mean that Department of Health will deliver connected digital healthcare within the health service by expanding and transforming the use of information and communication technologies for health service delivery for patient care. This Digital Connectivity will also provide a suitable platform for supporting research, digital education and monitoring public health.

21.1 Consultation on Technological Change

There will be a specific consultation provision will be developed within six months of the implementation of the agreement. Included in the principles for the consultation provision will be commitment to a just transition for workers impacted by the technological change. The consultation provisions will be based on those which are contained in Queensland Health's Change Management Guidelines 2018 documents regarding significant organisational change.

21.2 Implementation of Technological Change

Prior to the implementation of any new state-wide or HHS-wide technology or expansion of an existing technology the following will occur:

- Details of the criticality of the technology
- Agreed levels of extra staffing and resources that would be needed to implement including classification levels of employees and required skills.
- Agreed training to be provided both to those implementing the technology and the end users of the technology
- Agreed ongoing staffing levels that will be needed for the ongoing delivery and maintenance of the technology.
- A commitment to the utilisation of directly hired employees to undertake implementation of this technology and the ongoing maintenance of the technology.
- Consultation and explicit information on how staff performance will be supported and/or managed with changing

technologies.

- All major change implementation must involve review timeframes agreed by both employers.
- Development of a joint state-wide committee (with representatives from every HHS) and union representatives that oversees implementation of any changes.
- Major technological change must be piloted in smaller areas before rollout, with a review of the pilot prior to implementation – gateway review processes will be transparent.
- IT governance review/ tender process

22. Funding programs

Both the Federal and State Government from time to time introduce specific programs to be undertaken by HHS employees and Department of Health employees such as the Child Dental Benefits Schedule.

All new or extended Federal and State Government funding initiatives and schemes will only be implemented after consultation with unions about the following:

- Details of the criticality of the scheme
- Agreed levels of extra staffing that would be needed to implement including classification levels of employees and required skills across the geographic footprint and objectives of the program.
- Agreed training to be provided
- Agreed ongoing staffing levels and resourcing levels including when project funding expires. This includes indexing to ensure these programs are sustainable.
- A commitment to the utilisation of directly hired employees

23. Occupational health and safety

23.1 Safe Workplaces

Staff are increasingly being asked to work in inappropriate and unsafe environments. Often very small spaces, spaces inappropriate for the work required.

23.1.1 The development of any new Health facilitates or extension to existing facilities should include consultation with unions with regards to providing safe and appropriate work environments.

23.1.2 Any movement or margining of the placement of existing staff should involve consultation with unions with regards to providing safe and appropriate work environments.

23.1.3 Appropriate work environments must include adequate space and equipment to enable employees to undertake their work.

24. Purpose of the agreement

Retain all current objectives of the agreement but remove "a joint approach to a future reform program to identify and implement more flexible and efficient industrial arrangements" Expand the "purpose of the agreement" to reflect the agreements role in providing a consistent, enforceable state-wide industrial instrument; to ensure real and meaningful consultation by Hospital and Health Boards and the Department of Health with staff and seeking to ensure adequate staffing, manageable workloads, rewarding career paths, and other positive industrial outcomes for health workers. This will include the following:

The employer will commit to:

- Responding and addressing demonstrable supply and skills shortages and current or emerging employee retention issues.
- Improve the workplace equity for employees of Department of Health or Hospital and Health Services living and working in rural and remote Queensland
- Improving access to, and experience of, the health system by enhancing the cultural competence of the health workforce and participating in health service systems that encourage integration between programs, between the hospital and primary health care systems and across all health service providers.
- Maximising permanent employment to all employees
- Reducing the use of contractors, consultants and labour hire.
- Ensuring that workload management is addressed as changes or new processes are adopted, to achieve a balanced workload for employees. to ensure there are no adverse effects on employees resulting from the implementation of change or new

processes.

- Balancing service delivery needs with equity and work/life balance for employees
- Ensuring that workload is responsibly managed in a timely manner to ensure there are no adverse effects on employees or patients;
- Working to achieve a sustainable skilled, motivated and adaptable workforce with rewarding career paths;
- Positioning the Department of Health and the Hospital and Health Services as an employer of choice and providing other positive industrial outcomes for employees;
- Maintaining an enforceable state-wide industrial instrument, providing a stable and consistent industrial relations environment and ensuring real and meaningful consultation between Hospital and Health Boards, Hospital and Health Services, the Department of Health, relevant unions, and staff;
- Improvement and maintenance of quality public health services
- The parties are committed to an environment where ideas are freely shared, and problems solved collaboratively about enhanced functions, roles and workload issues.
- The employer will recognise Together as one the principal industrial and professional Health union
- The employer recognises the important role health workers play in the continuum of care for all Queenslanders.

25. Policies

25.1 Conditions and entitlements for employees including those currently in policy will be protected and given authority by the certified agreement to ensure enforceability, consistency across Department of Health and the HHS's.

25.2 The employer agrees that the entitlements and conditions contained in these policies will not be reduced prior to or during reviews conducted other than by the agreement of all parties.

25.3 The employer is to ensure that all parties have access to all policies that relate to employment matters. Where these policies differ from the Department of Health policies these policies will be reviewed and agreed by all parties.

25.4 The parties will agree to a process for consultation and implementation and agreement for all new policies being implemented by HHS's or the Department of Health.

26. Code of conduct

The PSC is proposing significant changes to the Code of Conduct for the public service that go beyond what is currently provided for in the Public Sector Ethics Act and significantly impinge on the rights of Together members outside of work. To that effect these appear to be changes to the conditions of employment of our members. These changes have been distributed to public servants for comment despite the objections of our union and commitments made by the PSC to remove the offending provisions. Together seeks for the current process of the PSC to amend the code of conduct be ceased and any significant change to the code be undertaken through EB negotiations in the Agreement

27. Health Consultation forums

27.1 Reporting

Quarterly reports will be tabled at the Health Consultation forum and the peak enterprise bargaining consultation forum on the following:

- The count and conversion rates for eligible temporary employees appointed to permanent employment by successful temporary employment status review
- Access to professional development leave, including the budget contribution and distribution of professional development.
- Overtime utilisation
- Roster variations (AVAC's)
- Counts of industrial disputes and grievance escalations.
- HHS and departmental board minutes and decisions
- Retention payments made
- Counts of Change management processes
- Review of reporting requirements for staff details provided and required format.

- Review of temporary and new employee data provided and required format.
- Reports will be provided automatically

27.2 Audits

There will be an annual audit of consultative forums that are operating within Health and Hospital Services and the Department of Health consultative forums to ensure that these forums are operating effectively and efficiently. The audits will include the number- of times issues are carried over, how many issues have been escalated, how many times the meetings have been cancelled.

27.3 Terms of Reference

Agreed terms of reference to be developed by the parties at the Reform Consultative Group and adopted by the Health and Hospital Service and the Department of Health consultation forums.

A copy of this agreed terms of reference to be placed in an appendix of the Enterprise Bargaining agreement.

28. Change Management

It is acknowledged by both parties that change needs to occur, however the Health and Hospital Services and the Department of Health agree that it is not in the best interest for employees to undertake constant change. This includes both significant and not significant change. The outcomes of prolonged change are detrimental for the health outcomes of Queenslanders. It will be agreed that the employer will minimise the duration and complexity of organisational change, and that multiple change processes and sequential change processes within Health and Hospital Services and the Department of Health will only take place in exceptional circumstances. Meaningful consultation is important in ensuring that the change will be an improvement.

29. Fee for Service

There will be no implementation of individual "fee for service" positions during the life of this agreement. Together recognises that there are legitimate fee for service arrangements happening at an enterprise level, for example those services provided which are covered by Service Level Agreements with HHSs, and those employees play an important role in ensuring quality services are provided while maintaining the viability of the service. However, Together members have been concerned by the recent introduction in eHealth of "fee for service positions" where staff while providing a service are individually required to bring in a certain amount of income to pay for their job each week. This Agreement will explicitly rule out use of those arrangements for individual positions as a means to ensure that this does not become an acceptable form of employment in Department of Health and the Health and Hospital Services.

30. Reviews

The parties will agree on a term of reference for the conduct of reviews provided for in the Agreement within 12 months.

A review working group will be formed for each review, with membership comprised of representatives from the Department of Health, Hospital and Health Services and unions.

Agreed outcomes or recommendations of the reviews will be implemented over the life of the Agreement.

31. Childcare Reimbursement

31.1 Where Employees are required by the Employer to work overtime and where less than 24 hours' notice of the requirement to perform overtime the Employer, other than recall when placed on call, the Employee will be reimbursed for reasonable childcare expenses incurred.

31.2 Evidence of expenditure incurred by the Employee must be provided to the Employer as soon as practicable after the working of such overtime.

32. Disaster Relief

32.1 This clause applies where a Health Service Chief Executive or delegate determines that the HHS/ DoH is required to respond to an impending or potential disaster or disaster; impending or potential public health emergency or a public health emergency, or other event that would overwhelm resources

32.2 Employees will be provided with meals and

water where it is possible and reasonable to do so and where the employee is unable to provide their own meals and water because they are unable to leave the facility.

32.3 Where an employee is unable to leave the facility or is required to remain at the facility for long periods of time and it is reasonable and necessary, the employee will be provided with rest space, accommodation and amenities.

32.4 If an employee is unable to attend work or a suitable alternative place of work because of a disaster the employee will receive payment for special leave pursuant to Special leave HR Policy C7.

32.5 Manager and specialised clinicians may claim overtime in the following circumstances:

32.5.1 When a disaster has been declared under the Disaster Management Act 2003 or when an "internal" disaster, limited to a Hospital and Health Service (or facility/service), is declared by a Hospital and Health Service Chief Executive (or delegate).

32.5.2 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 clinical services, either during or after a declared disaster. All overtime must be authorised and paid in accordance with this Agreement

33. Car Parking

(a) A Health Service Directive was issued with an effective date of 1 July 2017. Its purpose is to provide safe, accessible and affordable car parking at Queensland's public hospitals for patients, their carer's, visitors and hospital employees.

(b) A guideline on the Health Service Directive on the provision of staff parking was issued with the same effective date. Hospital and Health Services are to follow this guideline when developing and reviewing their local hospital staff car parking arrangements

34. Social work treatment rooms and psychology or counselling treatment rooms

Dedicated treatment rooms will be provided to meet the needs of social workers, psychologists, and mental health staff, for confidential discussions in the treatment and support of patients as part of their work requirements. These dedicated treatment rooms will be made available in each facility with social workers, psychologists and mental health staff and should be in a suitable location close to patient areas near the workers ordinary work space. Social work treatment rooms are required for counselling, family meetings, crisis intervention, confidential paperwork and staff support.

35. Appropriate Treatment Spaces and work spaces

There will be appropriate treatment spaces for all health workers to be able to conduct their work. For example, for speech language pathologists there is a need for appropriate acoustics, room size, and noise levels to conduct assessments and do treatment. This space will be appropriate to the work conducted and include dedicated treatment spaces as well as dedicated office and desk-space.

36. Industrial Relations

36.1 There will be a single point of accountability for Human Resources and Industrial Relations.

36.2 Industrial Relations branch will be appropriately resourced to support the implementation of EB initiatives.

37 Union Encouragement

A clause is to be added to the agreement which demonstrates that Department of Health and the Health and Hospital Service acknowledges and supports the important role of union representatives assisting in the resolution of workplace issues. Specifically, it is important that there is a distinction made between the role of a union representative and that of a support person. Each role has different responsibilities and functions. It is important to note that a union representative is not defined as a support person. Union representatives have a role to represent their members in accordance with and to the extent that industrial legislation and their union rules provide. Representing members may include advocating on behalf of members in meetings or interviews just as a HR practitioner may advocate on behalf of

managers in certain situations. It is important that participants understand their role prior to the commencement of a meeting or interview to avoid conflict during the meeting.

The clause will reflect that the Department of Health and the Health and Hospital Services are committed to the principles of natural justice and where possible, information regarding the interview or meeting will be provided in advance. If there are concerns with providing the information, advice is to be sought from the relevant area (e.g. Ethical Standards Unit, Workplace Services). Failure to provide such information may adversely affect the process and may result in the process being appealed or disputed in the relevant tribunal. The Department of Health and the Hospital and Health Services supports the role of union representatives and the participation of union representatives in workplace matters is to be focused on resolving issues with proper regard for the role of management in the resolution of such matters.