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File Ref: C-ECTF-19/11557

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 Mr Scott

Further to the offer letter dated 6 September 2019, I am writing to outline the Queensland Health offer for the replacement agreement to the *Queensland Public Health Sector Certified Agreement (No 9) 2016*.

The Departments' offer consists of the following:

- A 2.5% per annum wage increase (backdated to 1 September if agreement is reached by 30 September 2019).
- A one-off payment of \$1250 for employees covered by EB10 as at date of certification (pro rata).
- A three-year agreement with a nominal expiry of 31 August 2022.
- An indexation of allowances by 2.5% per annum.
- Commence negotiations to replace EB10 six months prior to nominal expiry.
- Continued commitment to maximising permanent employment with no contracting out or leasing of existing operational services currently provided by the operational stream.
- Continued commitment to brief unions twice a year in respect to the budget situation.
- Continued commitment to workload management.
- Continued support for breast feeding mothers.
- A review of the terms of reference for Health Consultative Forums.
- A Review of HR Policies C29 and C30 to include all current eligible facilities.
- Improved employee access of flexible working arrangements.
- Improved employment reporting information to unions.
- Continued commitment to operate the Lady Ramsay Child Care Centre.
- Transition of Aboriginal and Torres Strait Islander Health Workforces in the current stream classification into a new classification stream under current pay and entitlements.
- Review the Aboriginal and Torres Strait Islander Health Workforces career structure within 12 months of certification.
- Locality Allowance for OO1-OO5 and AO1-AO5 employees on Mornington Island, Palm Island and the Torres Strait Islands.

- The Department is considering the appropriate agreement for Aboriginal and Torres Strait Islander Health Workforces and those captured by recommendations in the recent review and report. Given the timing of the published report having just been released and making significant recommendations it remains open to the employer to potentially more appropriately move workers impacted by the recommendations in this report to the HPDO certified agreement if there are further discussions in the immediate future that suggest this is appropriate and agreeable between the parties.
- Provide uniform/allowance for Home and Community Care Workers.
- Laundry allowance for Home and Community Care Workers.
- Increase Administration and Operational services training allocations from 180 to 200 per year (totalling 600 places) for the life of the agreement.
- Apply recognition of prior learning and recognition of current competencies for operational stream employees through the Operational Services training fund
- Introduction of a Semi-Trailer Driver Allowance.
- Extending Truck Driver Allowances to OO3 Transport Supervisors when driving.
- Extending OO2 Truck Driver Allowance to OO2 bus drivers.
- Provide for an employee being notified of the order they are placed in when an order of merit occurs during a recruitment process.
- 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.
- Creation of a clinical assistant stream for inclusion of the agreed clinical assistant roles into the next Health Practitioners and Dental Officers Certified Agreement.
- Review HCF terms of reference to include the tabling of new or amended employment policies/guidelines at HCFs.
- 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.
- 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.
- Proposals to extend the replacement of existing staff timeframes to be forwarded to union/s for agreement ahead of timeframes, with matter to be noted at the next HCF.
- Review the following workplace health and safety issues within 12 months of certification:
 - The existence and operation of safety committees and their membership; and
 - Workplace bullying.
- Amend HR Policy F4 'Union Encouragement' to include portable devices as an option when providing reasonable access to computers.
- Inclusion of Health and Wellbeing Queensland as a party to the agreement.
- Kinship recognition for Aboriginal and Torres Strait Islander employees accessing bereavement leave.
- Increasing the foul linen allowance to \$2 per day.
- Increasing the clinical coders allowance to \$100 per week.
- Discretionary attraction and retention incentives of up to 10% of the employee's base rate e.g. Clinical Coders.
- No downgrading of positions during the life of the agreement other than through organisational change processes.
- Improved recognition of cultural diversity and respect.
- Use of prevention and settlement of disputes clause to resolve all disputes relating to the interpretation, application and operation of the agreement.
- Continuation of Home and Community Care services (Subject to funding).
- A joint review of QAS AO2 positions utilising JEMS and/or benchmarking as agreed.

- Updating of QAS Hours of Work Arrangements including: clarifying entitlements are pro rata 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.
- Establishing a process to consider compassionate transfers.
- Consultation with the employees and unions when introducing technology that is likely to have significant effects on employees.
- Minimise the duration and complexity of organisational change where possible.

Departmental officers are scheduled to meet with officers of your union on 30 September 2019 to further discuss the details of the offer.

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

Yours sincerely



Dr John Wakefield PSM

Director-General

30 / 09 / 2019

Further to our conversation today on achieving in-principle agreement in relation to EB10 in Queensland Health, Together and Queensland Health have agreed in-principle to a settlement of EB10 on the basis of these points or “outline of offer”

1. Matters as outlined in the letter of offer (attached)
2. Matters as outlined in the email below (see below)

Temporary Employment

We recognise that the recent governance advice may impact on the HR and IR systems with QHealth.

The parties support a consistent approach to temporary conversion processes across HHSs.

The parties are committed to a central oversight and monitoring of the temporary conversion processes and temporary employment practices across HHSs.

The parties will seek a common approach to conversions across EB10 and HP/DO and will work on an agreed process over the next four weeks for inclusion in both agreements.

The parties are also committed to work towards improvements in the resolution of disputes arising from this process.

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.

Further clarity/commitment was provided in relation to matters listed below

- Clarify that continued support for breast feeding mothers will include PSC information and wording from the external website to be included in EB10
- The Increase of the Operational services training allocations from 180 to 200 per year (totalling 600 places) for the life of the agreement no longer proposes any transfer to HPDO3 for clinical assistants
- QH agree to draft 'Equity' and 'Requests for Flexible Working Arrangements' as separate clauses
- QH to consider HPDO equity clause 54 for inclusion into EB10
- Agreement to include HPDO Part-Time provision (subject to removal of 64 hour Part-Time cap) that *'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.'*
- The Locality Allowance for OO1-OO5 and AO1-AO5 employees on Mornington Island, Palm Island and the Torres Strait Islands, applies Directive 16/18 to these employees. The allowance is for all OO1-OO5 and AO1-AO5 employees not just Aboriginal and Torres Strait Health Workers.
- QH's offer to use of prevention and settlement of disputes clause to resolve all disputes relating to the interpretation, application and operation of the agreement relates to clauses 5.1.7, 6.1.6 and 10.4.5. Claim removed and keep existing wording.
- TQ understand QH's commitment regarding consultation when introducing technology that is likely to have significant effects on employees and request earlier engagement. QH request TQ to provide appropriate wording.
- Security officers are to receive 2 days of paid team training
- Hospital Liaison Officer and Community Liaison Officer roles appear substantially the same despite differing title. Both will be captured in commitment to review the Aboriginal and Torres Strait Islander Health Workforces career structure within 12 months of certification
- Review of wardsperson/porterage classifications
- Improved employment reporting information (Excluding contract reporting) to unions will occur centrally on a quarterly basis with reports provided in excel format
- The offer to provide for an employee being notified of the order they are placed in an order of merit occurs during a recruitment process relates to employee meeting the key attributes and considered suitable for future appointment within 12 months (Subject to delegate consideration)
- QH could look at including pro-active statements/principles into the workload management supporting tools documents which are to be reviewed during first 12 months after certification
- Continuation of Home and Community Care services (Subject to funding). HHS's 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 within the HHS; and
- Where possible, employees may take up employment with the new provider: and
- As a last resort, receive a voluntary redundancy offer.
- QH confirms the proposed review into workplace bullying would occur through EB10IG in accordance with clauses 12.2.1 with terms of reference to be set and the membership of the review group to comprised of representatives from the Department, HHSs and Unions
- Clarify the discretionary attraction and retention incentives 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
- Annual reporting by HHSs to Unions on the number of times the attraction and retention incentive payments were made in the preceding year
- QH 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'*
- QH supports amending 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.*
- Kinship recognition for Aboriginal and Torres Strait Islander employees accessing bereavement leave through 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.*
- Participate in a HSQ interpreter working group

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