

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

# Information Session Transcript

## Slide 1 – Information session

Welcome to this information session for the proposed *Aboriginal and Torres Strait Islander Health Workforce Certified Agreement (No. 2) 2023*, to be known as HWF EB2.

During this presentation you will be provided with an overview of HWF EB2 and information regarding what to do when it is time to vote on the proposed agreement.

If you have any questions about HWF EB2 or the ballot process, please speak to your local HR managers or Ballot Contact Officers, as they will be able assist you.

Towards the end of the presentation, you will be provided with a QR code to link you to the enterprise bargaining internet page. Employees are also able to access additional information on QHEPS.

## Slide 2 – Acknowledgement of Country

Before proceeding we would like to begin by acknowledging the Traditional Owners of the lands we meet upon today and pay our respect to Elders past and present.

## Slide 3 – Background

To provide you with some background, the current agreement, EB1, nominally expired on 31 August 2022. However, the parties, which are Queensland Health, Together Queensland and the Australian Workers' Union, agreed to continue operating past the nominal expiry of EB1 to complete the significant Phase 2 review. To support this process, Government approved a one year wage increase of 4% from 1 September 2022, and a cost of living adjustment (COLA) payment, for employees in accordance with Public Sector Wages Policy.

In principle agreement on the Phase 2 review was reached in May 2023, with the outcomes approved by the Director-General in Health Employment Directive 04/23 in October 2023.

Discussions with the unions to replace EB1 then commenced in August 2023. Queensland Health reached in-principle agreement with the unions on 31 January 2024 and having finalised the drafting of the proposed agreements content, it's now time for Queensland Health to consult with our employees.

The full title of the proposed agreement is the *Aboriginal and Torres Strait Islander Health Workforce (Queensland Health) Certified Agreement (No. 2) 2023 (HWF EB2)*.



## Slide 4 – Consultation

Queensland Health has a legislation obligation to inform Aboriginal and Torres Strait Islander Health Workforce stream employees about the content of the proposed agreement before you vote. Consultation provides employees with an opportunity to make an informed choice when voting on the proposed agreement.

The *Industrial Relations Act 2016* sets the rules around the making of certified agreements, including the need to provide a minimum 14-day period of reasonable access to the proposed written agreement and an explanation of the terms of the agreement.

During the consultation period, Queensland Health will inform employees to be covered by HWF EB2 of the content of the proposed agreement through these information sessions, and provide updates via QHEPS, e-alerts, and all-staff emails.

## Slide 5 – Agreement structure

This presentation will touch on the major features of the proposed agreement, including a focus on the significant changes.

However, it's crucial that you consider the Agreement in full, so that you can make an informed decision when you vote.

If you require more detailed information, please refer to the full Agreement which is available online or in hard copy.

The structure of HWF EB2 has undergone some changes from EB1 due to the agreed outcomes of the Phase 2 review.

The Parts of the HWF EB2 agreement are:

- Part 1: Preliminary matters
- Part 2: Cultural matters and health equity
- Part 3: Wages and salary related matters
- Part 4: Classification structure
- Part 5: Employment conditions
- Part 6: Professional development, education and training
- Part 7: Continuing Aboriginal and Torres Strait Islander Health workforce enhancement
- Part 8: Recruitment and selection

## Slide 6 – Agreement structure (continued)

- Part 9: Attraction, retention and remote locations
- Part 10: Industrial relations matters and consultation
- Part 11: Organisational change and restructuring
- Part 12: Workload management
- Part 13: Employment security and contracting
- Part 14: Equity and flexible work arrangements
- Part 15: Workplace health and safety
- Part 16: No further claims.



## Slide 7 – Agreement structure (continued)

In addition to the body of the proposed agreement, there are 10 schedules which provide detailed information about:

- Schedule 1: Wage rates
- Schedule 2: Allowances subject to indexation
- Schedule 3: Preserved human resources policies
- Schedule 4: Phase 2
- Schedule 5: Phase 2 direct translation diagram
- Schedule 6: Phase 3
- Schedule 7: HWF3 Aboriginal and Torres Strait Islander Hospital Liaison Officers paypoint processes
- Schedule 8: Appointment of suitable applicants without the required qualification(s)
- Schedule 9: Aboriginal and Torres Strait Islander Health Workforce education scheme
- Schedule 10: Hospital and Health Service and location/facility categories.

## Slide 8 – Parties to the Agreement

The parties to the proposed HWF EB2 are the employer, Queensland Health and the two unions, Together Queensland and the Australian Workers' Union.

## Slide 9– Application/coverage of Agreement

As outlined at clause 4, the proposed HWF EB2 will cover the following roles employed by Queensland Health:

- Aboriginal and Torres Strait Islander Health Practitioners,
- Aboriginal and Torres Strait Islander Health Workers,
- Aboriginal and Torres Strait Islander Mental Health, Alcohol and/or Other Drugs Health Workers,
- Aboriginal and Torres Strait Islander Hospital Liaison Officers.

A new eligible group has been added to the coverage of the Agreement, which are the roles of:

- 'Executive Directors of Aboriginal and Torres Strait Islander Health'. These roles are defined as the single lead Aboriginal and Torres Strait Islander Health role within a HHS, however titled.

## Slide 10 – Date of effect and period of operation

HWF EB2 will be a two year agreement that will operate from the date of certification to the nominal expiry date of 31 August 2025. Many of your employment terms and conditions will be determined by the provisions of the agreement.

## Slide 11 – Relationship with the Award

The HWF EB2 agreement is to be read in conjunction with the *Hospital and Health Service General Employees (Queensland Health) Award – State 2015 (Award)* or any consent award successor or replacement. In this context, the Award will be applied as if:



- employees at classifications HWF1 to HWF7 in this Agreement were classified under the Operational Officer stream; and
- employees at classifications HWF8 and HWF9 in this Agreement were classified under the Professional Officer stream. However, for HWF8 and HWF9 employees, the following Award clauses will not apply:
  - Clause 8.2 Part-time employment;
  - Clause 15 Hours of duty;
  - Clause 16 Meal breaks;
  - Clause 17 Rest pauses;
  - Clause 18 Overtime, except as authorised by clause 22 of this Agreement;
  - Clause 19.2 Additional (annual) leave;
  - Clause 23 Public holidays.

A certified agreement provides additional entitlements supplementary to an Award. To the extent of any inconsistency, the certified agreement prevails over the Award.

There are a number of entitlements included in HWF EB2 that will apply to the exclusion of provisions contained in the Award. This means that the proposed HWF EB2 provision will replace or apply instead of the Award provision.

## Slide 12 – Contents of the Agreement

Now we are going to look at the contents of the proposed Agreement. This is a summary of the main changes and inclusions within HWF EB2. You are encouraged to refer to the full copy of the proposed agreement before voting.

## Slide 13 – Wage increase and related matters

The proposed agreement provides wage increases of:

- 4% from 1 September 2023; and
- 3% from 1 September 2024.

The new wage rates can be found in Schedule 1 of the proposed Agreement. The wage offer is consistent with Public Sector Wages Policy.

The new wage rates, including associated back pay, will be payable to all employees covered by HWF EB2 and who are employed by Queensland Health as at the date of certification.

In addition to the wage increases, employees will be entitled to a cost of living adjustment, or COLA, payment.


COLA will be payable to employees if, for the relevant agreement year, the Brisbane CPI in the March quarter exceeds the wage increase under the Agreement, and is capped at 3%. Further details on COLA payments are outlined at clause 18 of the proposed Agreement.

Certain allowances will also be increased in line with the wage increases of the Agreement, and are found in Schedule 2.

## Slide 14 – Retention of existing employment conditions

A number of entitlements are carried forward from the current EB1. Some examples are listed on Slide 14, and include:



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- Commitment to permanent employment and employment security
  - Mental health and environmental allowance
  - Recognition of higher duties service

### **Slide 15 - Inclusion of agreed outcomes from EB1 Phase 2 review**

The parties reached agreement on the Phase 2 review in May 2023.

The outcomes of the Phase 2 review were authorised in HED 04/23, and included the new classification structure, professional development entitlements, higher education incentive and education scheme.

The parties agreed to incorporate the Phase 2 outcomes into the HWF EB2 agreement:

### **Slide 16 - Inclusion of agreed outcomes from EB1 Phase 2 review (continued)**

Slide 16 contains a summary of key new or amended clauses, Parts and Schedules added to HWF EB2 to incorporate the Phase 2 review outcomes into the new Agreement.

### **Slide 17 – Remaining work to finalise classification stream**

To enable the Phase 3 process to be commenced as a priority, the following work will be undertaken:

- Mandatory qualifications and/or registration requirements and their publication
- Interim generic level statements
- Model role descriptions
- Job evaluation methodology, including a Job Evaluation Manual
- Mandatory naming conventions, and
- Development of Phase 3 job evaluation process.

We now move to the new or changed employment conditions that are proposed to be introduced in HWF EB2.

### **Slide 18 – Aboriginal and Torres Strait Islander Health Workforce paid cultural leave**

The introduction of a new paid cultural leave entitlement of 10 days leave per annum (non-accruing), and pro rata for part-time employees.

- Can be accessed by employees to attend to various cultural activities and obligations such as attendance at Mabo Day, NAIDOC week, to participate in men's and women's business, to attend Sorry Business or support community that are grieving.
- This entitlement will be in addition to existing bereavement leave and unpaid cultural leave entitlements.

### **Slide 19 – Remote Incentive Scheme**

A new incentive scheme will be introduced for eligible employees working in designated remote and very remote locations.



The package is based on the nurses and midwives 'RANIP' entitlement.

The Remote Incentive Scheme applies to eligible permanent or fixed term temporary employees at classification HWF2 and above, working in Category D locations, for more than 12 months continuous service.

## Slide 20 – Remote Incentive Scheme - Category D locations

Here are the list of designated RIS, or Category D, remote locations which can be found in Schedule 10 of the Agreement.

## Slide 21 – Remote Incentive Scheme (*continued*)

Eligible employees will receive a package of entitlements that includes the following:

- **Annual leave:** Additional week of annual leave per year (up to a maximum of 6 weeks annual leave in total).
- **Transfer and appointment expenses:** For eligible RIS employees recruited from outside the community
- **An enhanced professional development package:** This entitlement was provided as an outcome of the Phase 2 review, and includes a minimum of 2 weeks' professional development leave per annum, plus travel as required and enrolment and conference costs for approved courses and conferences.

## Slide 22 – Remote Incentive Scheme (*continued*)

### Flights

- An entitlement to two return airfares per year for full-time employees, and one return airfare per year for part time employees to the nearest east coast provincial city in conjunction with leave (e.g. annual, long service leave, compassionate, parental, ADOs).
- In addition, and when applicable, return airfares can be provided for a spouse and dependent children.
- Airfares are non-accruing and can only be used during each year of entitlement.
- Mileage allowance or a cash equivalent payment to flights may be paid instead in certain circumstances.

## Slide 23 – Remote Incentive Scheme (*continued*)

### Annual isolation bonus

An entitlement on a pro rata basis to an annual isolation bonus calculated on the basis of years of service in Category D remote areas as follows:

- **\$3,500** at the conclusion of one year of service
- **\$10,500** at the conclusion of two years of service
- **\$7,000** at the conclusion of three years of service and every subsequent year of service

It is important to understand that an employee is not entitled to both the annual isolation bonus and the locality allowance. RIS employees will be paid the annual isolation bonus, except where they are eligible for a greater locality allowance.



A transitional arrangement has been agreed for eligible employees to ensure that while locality allowances are ceased, current employees will not be financially disadvantaged.

## **Slide 24 – Remote incentive scheme (continued)**

### **Transitional arrangement for annual isolation bonus payments for eligible employees employed on date of certification only**

Clause 83.6(h) outlines the transitional arrangement that applies to HWF2 and above employees working in Category D locations at the date of certification of this Agreement, who are either permanent, or fixed term temporary with 12 months or more service.

Employees who meet the above requirements at the date of certification of the Agreement will be eligible to receive the first annual isolation bonus of \$3,500 on date of certification, irrespective of length of service in a Category D location(s).

All locality allowances will be ceased effective date of certification.

The next bonus of \$10,500 is payable 1 year after certification, subject to meeting service requirements.

Employees who are eligible for a higher locality allowance may make an application to receive this at this time.

The final bonus of \$7,000 is payable 1 year after certification (and on this anniversary every subsequent year of service), subject to meeting service requirements.

## **Slide 25 – Existing locality allowances**

Updates have been made to the existing locality allowance Directive 6/18 clause to reflect the new classification stream, and to clarify that the locality allowance will be paid, except where the employee is eligible to receive a higher annual isolation bonus under RIS.

The Health Worker Special Allowance, which applies to Health Workers in the Torres and Cape HHS who are not eligible for accommodation assistance, the above locality allowance, or the RIS annual isolation bonus, has been included within the Agreement.

## **Slide 26 – Aboriginal and Torres Strait Islander Health Practitioner attraction incentive**

To support the embedding of the Aboriginal and Torres Strait Islander Health Practitioner profession within Queensland Health, a time limited incentive will be created for the life of the Agreement.

Eligible employees appointed to a Health Practitioner role will receive:

- a \$2,500 incentive payment on appointment, and
- a second and final \$2,500 payment on completion of 12 months eligible continuous service.

Applies to permanent employees, and temporary employees where the initial fixed-term contract is for six months or more, or on six months continuous temporary service in eligible roles. Payments are pro rata for part-time employees.

The incentive will be paid retrospectively to employees appointed in Health Practitioner roles as at date of certification.



## **Slide 27 – HWF3 Aboriginal and Torres Strait Islander Hospital Liaison Officer paypoint processes**

This is a new process where HWF3 Aboriginal and Torres Strait Islander Hospital Liaison Officers, appointed at paypoints HWF3.1 to HWF3.4 or to the no qualification paypoint, who have significant cultural experience can have that expertise recognised to allow them to be appointed to HWF3.5.

This will be subject to assessment of their cultural knowledge and skills, against the relevant criteria.

Queensland Health will develop an additional process which will enable future Liaison Officers who have been at paypoint HWF3.5 for 12 months or more, but who do not hold an approved Diploma, to apply to have their cultural knowledge and expertise and sustained high performance in the role recognised enabling them to progress to paypoint HWF3.6.

This process is separate to the above process, and will be managed centrally by the Department of Health.

## **Slide 28 – Executive Directors Aboriginal and Torres Strait Islander Health**

Some key changes to the terms and condition of these employees on transition to employment under HWF EB2 certified agreement include:

- Annual wage increases in accordance with the Agreement
- Annual cost of living adjustment payments (where applicable)
- 10 days paid cultural leave entitlement per year
- Remote incentive scheme package for employees working in designated remote/very remote locations
- Professional development allowance and leave
- Employees currently engaged in Health Employment Service (HES) contracts now have the opportunity to transition to permanent employment
- Eligible for the standard on call allowance where required to be on call
- May be able to claim overtime when a disaster has been declared
- Executive motor vehicle allowance for Executive Directors of Aboriginal and Torres Strait Islander Health roles classified at HWF9.

No employee will be financially disadvantaged in the transfer to the Agreement. Employees on HES contracts will be given the option to transfer, or remain on contract.

## **Slide 29 – Trainee and Educator roles**

Over the life of the Agreement, 20 Aboriginal and Torres Strait Islander Health Practitioner and Health Worker Trainee roles classified at HWF1 will be created. When these trainees complete their course and obtain Ahpra registration (where applicable), they will be permanently appointed to graduate positions.

5 permanent Educator roles at HWF4 will also be created during the life of the Agreement.

## **Slide 30 – Student education allowance**

The introduction of student education allowance will apply to employees who are designated to provide education of undergraduate or graduate entry students.





These employees will receive an allowance of \$12.54 per day up to a maximum of 10 days per fortnight.

The allowance will not apply to employees employed as Educators, or who provide education for students/trainees who are employees of the Queensland.

### Slide 31 – Prison allowance

The prison allowance is for an employee who is required to work within the bounds of a facility operated by or on behalf of Queensland Corrective Services.

Eligible employees will be paid \$4.94 per day.

This allowance will not apply to employees in receipt of the allowances in HR Policies C29 or C30.

### Slide 32 – Improvement to on call, recall and overtime


- **Increase of minimum recall period:** Increased from two to three hours.
- **Priority on call:** A new on call allowance has been introduced, where an employee is instructed to be on call outside ordinary or rostered working hours, and the employer requires the employee to attend to duties within 30 minutes of being called.
- **Adjustment to standard on call rates:** Standard on call rates have also been increased to be paid off paypoint HWF4.4.
- **Fatigue break:** Introduction of an entitlement to a ten-hour break where an employee has worked less time on a recall to duty, than is currently required.
- **Reasonable overtime:** A clause has been added clarifying reasonable overtime.

### Slide 33 – Other improvements

- **Afternoon shift penalty:** Where shifts commence after 11am, these shifts shall be paid shift penalties for all hours past 12pm as if those hours were an afternoon shift.
- **Roster changes:** Provides the ability for workers and their union to collectively request a roster change where there are fatigue concerns, and that the employer must give this request proper consideration and provide compelling reasons if it is not to be accepted.
- **Part-time minimum hours:** Part-time employees up to HWF7 must be employed for no less than 16 ordinary hours per fortnight, unless agreed between the employee and Queensland Health.
- **Accrued day off clarification:** The inclusion of a clause clarifying Accrued Day Off arrangements for employees up to HWF7 based on the Award.
- **Show Day swapped with Christmas Day public holiday:** For employees in receipt of the additional weeks leave, in lieu of extra payment for working a public holiday, where reference is made to Show Day at clause 23 of the Award, the Show Day will be replaced by the 25 December public holiday.

### Slide 34 – Additional commitments

- **Recognition of culture and traditions:** A clause that recognises that cultural and traditions are critical in enhancing and preserving the health of Aboriginal and Torres Strait Islander people.
- **Health Equity Strategy:** Commitment within HWF EB2 to the Health Equity Strategy
- **Cultural Supervision Guideline:** Parties will develop a guideline to ensure cultural supervision is understood and supported.

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- **Development through secondment:** Wherever possible, an employee after a successful application process will be released to undertake a secondment, that will assist to provide employees with experience in other settings or career development.
  - **Clarification of changes to models of care:** The clarification of the organisational change provisions to include its application to changes in models of care.

### Slide 35 – Additional commitments (*continued*)

- **Non-Permanent Employment Conversion Guideline:** Commitment to develop a non-permanent conversion guideline which will actively promote and manage permanent employment.
- **Best Practice Rostering Guidelines:** Development of a best practice guideline which will include consideration of fatigue management strategies.
- **Workforce Workload Management Kit:** Development of a specific kit for the Aboriginal and Torres Strait Islander Health Workforce stream.
- **New classification structure and industrial entitlements training package:** A training package and tool kit will be developed for employees and their line managers to support them in understanding the new industrial relations framework, classification and career structure, and industrial entitlements.
- **Payroll Working Group:** A payroll working group, with representatives from the Department, HHSs, Payroll Services and unions, has been formed to review and amend policies and guidelines relevant to payroll processing.

### Slide 36 – Reporting requirements

A range of new or increased reporting requirements under the Agreement have been included, which are listed on this slide.

### Slide 37 – HR Policy project

A HR Policy project will be undertaken over the life of the Agreement to create the listed new HR policies to support the new entitlements agreed under Phase 2 and in this Agreement.

### Slide 38 – Gender equity

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

The parties agree to investigate ways in which employees who are secondary caregivers/spouses can be encouraged and supported in taking a greater role in caring responsibilities, such as parental leave, part-time work and flexible work.

The parties agree to investigate ways in which further efforts can be made to increase gender diversity across all levels of the organisation.

### Slide 39 – Employment security and contracting

Queensland Health is committed to not contracting out current services and maximising permanent employment where possible.

The parties will use the agreed Viability Assessment template.



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

There is a renewed commitment that permanent employment is the default of engagement under the proposed Agreement and the parties are committed to maximising permanent employment where possible.

### **Slide 40 – Community service providers**

In accordance with the broader objectives of HWF EB2, Queensland Health is committed to building and strengthening its Aboriginal and Torres Strait Islander Health Workforce.

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

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

Information about the nature of new or expanded funding arrangements will be reported to the HWF Consultative Group to ensure it meets the requirements under this clause.

### **Slide 41 – Workplace health and safety**

The parties to the Agreement are committed to continuous improvement in workplace health and safety.

Health Consultative Forums will discuss work health and safety issues.

Queensland Health is committed to supporting psychosocial workplace audits and risk assessments of workplaces, as requested through a Health Consultative Forum either by an employer or a union party.

### **Slide 42 – Collective industrial relations**

Queensland Health is committed to collective agreements with registered unions and does not support non-union agreements.

Further, Queensland Health is committed to the Queensland Government commitment to union encouragement Policy, as well as HR Policy F4 and the Union Encouragement Guideline and will communicate these commitments to all employees.

Where there is a disagreement, management and unions will adopt a problem-solving approach.

### **Slide 43 – Forums for implementation**

The Aboriginal and Torres Strait Islander Health Workforce Consultative Group (HWFCG) is the peak Queensland Health/Union consultation forum and will continue to oversee the implementation of the agreement.

### **Slide 44 – Dispute resolution**

Procedures for the prevention and settling of disputes are contained at clause 12 of the proposed Agreement.

The parties will use their best endeavours to co-operate to avoid disputes arising between the parties. The emphasis will be on finding a resolution at the earliest possible stage in the process.



## Slide 45 – Agreement summary

This presentation has provided a high level overview of the proposed Agreement.

Employees are strongly encouraged to read the proposed agreement, which is available on QHEPS and the Queensland Health website.

## Slide 46 – Consultation, ballot and certification

In this part of the presentation, we will give an overview of the next steps for consultation, balloting and certification.

## Slide 47 – Consultation

As mentioned at the start of this presentation, the information provided today is part of the consultation process for the proposed HWF EB2.

The consultation period for HWF EB2 has now commenced and will conclude on **Wednesday 22 May 2024**.

## Slide 48 – Ballot

- After the consultation period, all employees to be covered by the proposed Agreement will be able to vote on whether or not they accept the proposed agreement.
- An external company, called GoVote, is conducting this ballot on behalf of Queensland Health.
- Ballot information, including full instructions on how to cast a vote, will be sent to the email account and mobile phone number associated with your myHR account. If you don't have an email account or mobile phone number recorded, GoVote will mail the voter information pack to your postal address.
- How-to-vote information will be available online, and GoVote will provide a 24/7 telephone enquiry line for any questions on the ballot.
- The electronic ballot will open **Thursday 23 May 2024** (at 12:01am) and close on **Sunday 2 June 2024** (at 11:59pm).
- You can vote by internet, telephone or SMS.
- Ballot support can be accessed by phoning: 1800 919 553 or emailing: [support@govote.com.au](mailto:support@govote.com.au).
- All Aboriginal and Torres Strait Islander Health Workforce stream employees are encouraged to vote.

## Slide 49 – Certification

If a valid majority of employees – that is, 50% plus one – who vote, approve the proposed agreement, the parties will make an application to the Queensland Industrial Relations Commission for certification of HWF EB2.

Once the Queensland Industrial Relations Commission has certified the agreement, the new wage rates and other conditions will take effect, with back pay to 1 September 2023 for wages.

Should a valid majority not be achieved, Queensland Health and the relevant unions will meet and discuss options.





## Slide 50 – More information

If you would like more information about the proposed Agreement or on the consultation, ballot or certification process, there is a list of places on this slide where you can access this information.

Full copies of the proposed HWF EB2 and other consultation documents are available on QHEPS or accessible via the QR code.

For questions please contact your local Ballot Contact Officer, your union or email [HWFE2@health.qld.gov.au](mailto:HWFE2@health.qld.gov.au)

Thank you for your attendance.